

FI-Helsinki: Operating of scheduled air services

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INVITATION TO TENDER

1.1 Buyer

Name and addresses

Official name	Finnish Transport and Communications Agency Traficom
National Business ID	2924753-3
Postal address	PO Box 320
Post office	TRAFICOM
Postal code	00059
E-mail address	maakuntienlentotuki@traficom.fi
Main address	https://www.traficom.fi/en/transport/aviation/air-public-service-obligations

The Buyer is the Finnish Transport and Communications Agency Traficom (hereinafter referred to as Traficom or Buyer).

1.2 Communications

A full set of tender documents can be obtained without limitation or payment from www.traficom.fi/liikenne/ilmailu/lentotoliikenteen-hankinnat

For further information, please see the contact information listed above.

The tenders must be made in electronic format and submitted by e-mail to **kirjaamo@traficom.fi**. A copy of the message must be sent to **maakuntienlentotuki@traficom.fi**. The tender must contain the register number of the matter (TRAFICOM/517140/02.03.01/2020).

If the tender or other form of contact is to be considered confidential in whole or in part, encrypted e-mail can be used. The instructions for using the encrypted e-mail are available from <https://www.traficom.fi/en/traficom/contact-details/sending-secure-email-traficom>

2. Object of the procurement

2.1.1 Introduction

Pursuant to Article 16(1) of Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (hereafter referred to as the 'Air Services Regulation'), the Finnish State (Finnish Transport and Communications Agency Traficom, hereafter referred to as 'Traficom') decided on 28 June 2021 to impose a public service obligation (TRAFICOM/517097/05.00.29.00/2020) for scheduled air services between Savonlinna and Helsinki. The obligation is imposed on scheduled air services from Savonlinna to Helsinki from 4 October 2021 to 20 December 2024.

Traficom requests your tender for the scheduled air services according to the public service obligation. This tendering procedure is carried out according to the procedure in the Air Services Regulation (EC) No 1008/2008.

Because the Purchased Services Agreement in question has a duration of several years, the state budget must contain the appropriations intended for buying the scheduled air

services and, correspondingly, the Savonlinna City Council must approve the annual funding for the management of the air services. If the state or the City of Savonlinna does not reserve the required appropriations, the air services shall cease without separate measures at the beginning of the following year and the operating compensation will no longer be paid. The Purchased Services Agreement template, which is included as attachment 7, will contain more specific terms on cancelling or terminating the contract.

2.1.2 The route included in the tendering process

'Helsinki' and 'Helsinki airport' are used in these documents to refer to Helsinki Airport EFHK.

The other airports are:

Savonlinna EFSA

For further information on the airports in general, their facilities, equipment, and the related requirements for the performance of aircraft, please refer to <https://www.ais.fi/ais/aip/en/index.htm>

2.2 Description of the procurement

The tendering procedure concerns scheduled air services from Helsinki to Savonlinna. The winner of the tendering procedure shall arrange the public service obligation and the services according to this Invitation to Tender for these airports. The contents of the public service obligation can be found in the Traficom decision TRAFI-COM/517097/05.00.29.00/2020, attached to this Invitation to Tender as Appendix 1. The schedules and number of flights to the destination have been specified in Appendix 2 (Appendix 2 'Schedules') to the Invitation to Tender. By submitting a tender in this tendering procedure, the tenderer commits to the presented schedules. The schedules may be subject to some changes.

The Buyer shall pay the operator a compensation according to the service agreement. In addition to this, the operator may keep the ticket sales revenue from tickets sold to passengers, taking into account the fact that if the ticket sales revenue were to exceed the estimates in the tender considerably, it would decrease the Operating Compensation paid. In addition to this, the operator may keep any other sales revenue, e.g. cargo service and advertising revenue.

2.3 Schedules

Appendix 2 to the Invitation to Tender describes the schedules for the destinations. It must be taken into account that the schedules are only preliminary when it comes to the accurate departure times. The time of arrival at Helsinki is more essential, and the time of departure from the destination may differ from the presented schedule. The schedules have not considered the differing flight times of varying types of aircraft on the routes. For the times of departure from Helsinki, it must also be taken into account that deviations from the presented schedule are possible for a justified reason related to traffic and transport. The arrivals to and departures from Helsinki are operated at a schedule which enables flexible changes with international flights.

The renovation of the Savonlinna airport is planned for the period from May to Midsummer (20–26 June in Finland) in 2022. The exact time of the renovation will be specified in early 2022. There will be no air services during the runway repairs and no compensation will be paid for that period. Any other repairs to the airport obstructing air traffic will be reported as soon as information of them is received, and no compensation will be paid for

the duration of the repairs. There is no knowledge of any other planned repairs at present.

2.4 Financial compensation

The Tender must clearly indicate the required compensation in euros for operating the air services in question. The required compensation must be based on an assessment of the actual expenses and income, and it must consider the minimum requirements of the public service obligation and the requirements of this Invitation to Tender. The compensation may only cover the expenses from the actual operation of the air services and the expenses formed on the Helsinki airport and the Savonlinna airport, which are directly related to the services provided on this route. In addition to this, the compensation may cover an appropriate share of the shared costs of the air services between Savonlinna and Helsinki and the tenderer's other operations. The costs which may be included in the compensation are defined in the net cost calculation model (Appendix 3) which must be filled in and attached to the Tender. The compensation shall not include expenses created on other routes or other airports. During the operating period, changes to fuel prices may affect the amount of compensation as defined in the Purchased Services Agreement (Appendix 7).

Tenderers should note that the compensation paid to the selected tenderer must comply with the EU state aid legislation. According to Article 17(8) of the Air Services Regulation, the compensation paid may not exceed the amount required to cover the net costs incurred in discharging each public service obligation, taking into account the revenue gained therefrom by the Air Operator and a reasonable profit. Reasonable profit is defined in Appendix 7 Purchased Services Agreement.

All compensations and expenses must be stated in euros.

2.5 Tender price

Using Appendix 6 of the tender documents, the Tender must state the tender price (including VAT) at which the Air Operator commits to operating one round-trip rotation throughout the Agreement Period according to the schedule stated on Appendix 2. The operating period is from 4 October 2021 to 20 December 2024. The selection criterion is the price of a rotation (a round-trip flight) during the contract period.

When issuing the tender, the average number of passengers for 2021 must be assumed as 5 passengers per flight, based on the numbers of passengers on the route in question in January–February 2019 and 2020. The numbers of passengers estimated by the Buyer are not binding in terms of ticket sales revenue. In 2019, there were fewer than 10 passengers per flight on the route. The numbers of passengers for 2020 are not comparable, because air services between Savonlinna and Helsinki were suspended due to the COVID-19 pandemic. The average ticket price was 60 euros. Previously, the route was operated using an aircraft with at least 29 seats.

The unit price per one-way flight used in the Purchased Services Agreement as the basis for operating compensation, sanctions and reporting is calculated by halving the unit price per rotation. For example, if the price per rotation announced by the tenderer would be €2,000 per rotation, the unit price per flight would be $€2,000 / 2 = €1,000$.

The Tender shall be quoted in euros and shall be inclusive of current VAT on passenger transport services at ten (10) per cent. VAT shall be itemised in the Tender. If the VAT rate is raised, the increase will not be compensated by the Buyer.

In addition to the price inclusive of VAT for a rotation (round-trip flight), the Tender shall quote the total price for the operation period.

The Tender (Appendix 5) shall quote fuel costs at the time of submitting the Tender and the name of the fuel supplier.

2.6 Ticket types and ticket prices

The Tender shall include a breakdown of ticket price ranges, their conditions of validity and the various types of tickets included in the price system (please see the additional requirements in Appendix 5). The prices shall include all applicable taxes and fees. The prices shall comply with the requirements of the public service obligation imposed on the route as set out in Appendix 1 to this Invitation to Tender.

The ticket prices and conditions of validity of the various types of tickets shall apply for the entire operating period.

3. Legal, economic, financial and technical information

Participation requirements

3.1 Air Operators

Air Operators within the EU, defined in Article 2(11) of the Air Services Regulation, may participate in the tendering process. The Air Operator must have a valid operating licence granted by a competent licensing authority of an EU member state according to Article 3 of the Air Services Regulation, and an air operator certificate according to Article 6.

For the sake of clarity, it is stated that tenders made by marketing companies which are not air operators as defined in Article 2(11) of the Air Services Regulation are not taken into account in the tendering process.

3.2 Aircraft used in the operations

The Air Operator shall ensure that the aircraft used in the operations meets the needs of the passenger demand set for these routes in the public service obligation. The baggage and freight capacity of a fully loaded aircraft at normal weather conditions per passenger must be 8 kg of cabin baggage and at least 20 kg of checked baggage.

In the event that equipment is broken, the tenderer must be able to supply the route with operating equipment which meets the requirements of the Invitation to Tender within (24) hours from the moment the equipment was broken. The replacing equipment must be available until the original equipment stated in the Tender can continue the operations. The Tenderer is responsible for any additional costs accrued by the use of the replaced equipment. The Tenderer must present a report of using replacement equipment upon request by the Buyer.

3.3 The Air Operator's experience in the sector

At the time of submitting the tender, the Air Operator must have at least two years of experience in scheduled air services for passengers in the EU during 2015–2021. This requirement also applies to any subcontractor the Tenderer may use.

3.4 Language skills of the cabin crew

The cabin crew must be able to serve customers in either Finnish, Swedish or English.

3.5 Information about the Air Operator

The Tender must state the name and contact person of the Tenderer, and the name of the person responsible for the services.

The Tender must also include the following information and reports of the Tenderer:

1) Copies of the valid operating licence and air operator certificate.

- 2) Articles of Association and financial statements for the past three financial years.
- 3) A statement from the tax authorities on outstanding taxes of the Tenderer.
- 4) A statement from the relevant insurance company indicating that employee accident insurance premiums and pension contributions for the Tenderer are fully paid up.

For a justified reason, a document other than those listed in steps 2–4 above may be accepted as proof of the Tenderer's credit rating and financial standing. If the Tenderer is a company based outside of Finland, it must supply the information using a report, excerpt or similar generally accepted certificate from its country of operations.

These documents must also be presented for any subcontractor the Tenderer intends to use.

3.6 Using a subcontractor

The Tenderer must hold a valid air operator certificate (AOC) and operating licence (OL) in its name. If the Tenderer will be using a subcontractor, the Tender must state which share of the services is to be subcontracted.

The subcontractor must hold a valid operating licence and air operator certificate. Only Air Operators which meet the requirements stated in the tender documents may be accepted as subcontractors.

The Air Operator selected through the tendering procedure may not request a subcontractor to be accepted after the Purchased Services Agreement has been signed. Information about the subcontractor and copies of the documents listed above must be presented in connection with the other tendering documents.

The Tenderer is responsible for the subcontractor's actions as for its own. Subcontracting during the Agreement Period is separately agreed on in the Purchased Services Agreement.

3.6.1 Ground handling services

The selected Tenderer must make sure and commit to that the ground handling service provider commissioned by it at the airport commits to compliance with the generally applicable collective agreement in the branch.

3.7 The interline agreement and ticket sales channels

The Tenderer shall have in use an international reservation and ticketing system which is valid in Finland and an IATA interline agreement with through-pricing and baggage-handling arrangements. Information concerning ticket prices and timetables shall be included in the international reservations and ticketing system.

At the start of the Agreement Period, the Tenderer must have in place a cooperation agreement regarding through-pricing (Special Prorate Agreement or similar) with at least one operator of flights to destinations outside Finland from Helsinki Airport. At Traficom's request, the Tenderer must be able to present a letter of intent or other reliable report of the intended agreement without delay before the tendering procedure is completed.

At least one computer-based reservations system must be used. At the time of submitting the Tender, the Tenderer must be able to sell tickets using at least one website intended for the sales of flight tickets operating in Finnish or English. Tickets must be available on a Finnish-language website at the start of air services.

The Tender must state the information about these agreements and the information about the Air Operator's cooperation partners in ticket sales and reservation operations. If necessary, Traficom may request a report about the status of the interline agreement, reservations systems and cooperation partners.

4. Selection criteria for the tendering procedure

The Buyer makes its selection from the tenders which comply with the Invitation to Tender and meet the terms and requirements stated in the tender documents. The selection takes into consideration the grounds listed in Article 17 of Regulation (EC) No 1008/2008 of the European Parliament and of the Council.

The selection criterion is the price of a rotation (one round-trip flight) during the contract period.

The evaluation of the tenders considers the tender price of a rotation (one round-trip flight) multiplied by the number of rotations. The price of a rotation must be stated unambiguously in euros using Appendix 6. The tenderer whose tender has the lowest price in euros is selected.

5. Tendering procedure

5.1 General

The Buyer may interrupt the tendering procedure in whole or in part, or decline all tenders if their price level is too high and it exceeds the available appropriations, or if the circumstances or the preconditions for operating the service have significantly changed before the obligation enters into force in a way which makes it impossible or inappropriate to carry out the services as defined in the Invitation to Tender. The tendering procedure can be discontinued until the Purchased Services Agreement has been signed.

Until the signing of the Agreement, the Buyer also reserves the right to delay the start of the planned services. Delaying the starting time shall not affect the time when the operating period ends.

Tenders must be signed by a representative of the Tenderer authorised to sign for the organisation. The Tender must contain an e-mail address for the Buyer to use in informing the Tenderer about the decisions regarding the procurement and to contact the Tenderer in other matters.

The Tender may be accepted upon condition that the state budget has the sufficient annual appropriations to support air traffic services between Helsinki and Savonlinna and that the City of Savonlinna, as the purchaser, has committed to project funding, at least to the extent that the compensation paid to the selected Air Operator exceeds the annual appropriations in the state budget. This means that the City of Savonlinna must account for at least 50 per cent of the costs of the purchased services.

One million euros per year have been allocated to cover the costs of the contract to the state in the state budget framework for 2021–2024.

5.2 Deadline for submitting the Tender and the language of the Tender

Tenders must be submitted within 61 days of publishing the information notice regarding the invitation to tender in the national official journal, as defined in Article 17(5) of the Air

Services Regulation, excluding the date of publication. The notification was published on 29 June 2021.

The Tender and its appendices must be submitted in Finnish, Swedish and/or English.

The Tenderer must supply all of the documentation requested by Traficom in Finnish, Swedish or English. If requested by the Buyer, the Tenderer must supply the requested documentation as originals and translated into Finnish. If documents are translated, they must be translated by an authorised translator where appropriate, and any certificates from authorities of countries other than Finland must be appropriately legalised.

5.3 Submitting tenders and the period of validity

Tenders must be submitted by e-mail to **kirjaamo@traficom.fi**, and a copy of them may be sent to **maakuntientotuki@traficom.fi**. The tenders must be delivered to the Buyer no later than on the date specified in section 5.2 'Deadline for submitting the Tender and the language of the Tender' **by 1 pm LT (EET)**.

The tenders must be valid for four months after the deadline defined in section 5.2 'Deadline for submitting the Tender and the language of the Tender'.

5.4 Questions, requests for additional information and inspections regarding the Invitation to Tender

Tenderers may ask Traficom questions regarding the Invitation to Tender within 30 days of the beginning of the tendering process. Questions can be submitted by e-mail to **kirjaamo@traficom.fi** and as copies to **maakuntientotuki@traficom.fi**. The subject field of the message must include the text "PSO Savonlinna".

Within 10 days of receiving each question, the Buyer shall submit the answers to the questions to all Tenderers who have reported their e-mail addresses. In addition, the Buyer shall draft a summary of the questions and answers no later than 45 days from the beginning of the tendering process. A summary of the questions and answers will be published on the Traficom website. The summary is available upon request from **kirjaamo@traficom.fi** and **maakuntientotuki@traficom.fi**. If required, the questions will be anonymised.

If necessary, the Buyer may request the Tenderer to complete the tender documents. However, the Buyer is not obligated to do so. The Tenderer is responsible for ensuring that its tender complies with the Invitation to Tender and that its contents are clear. The Buyer is entitled to inspect the equipment and maintenance services of the Tenderer and the proposed subcontractor. These inspections do not decrease the responsibilities of the Tenderer.

5.5 Publicity of the Tenders

Pursuant to the Act on the Openness of Government Activities (621/1999), Tenders submitted to Traficom in response to this Invitation to Tender are by default public documents. The documents are by default public from the signing of the agreement onwards. Pursuant to Section 11 of the Act on the Openness of Government Activities, the documents may be public to the parties before the signing of the agreement.

If the Tenderer considers that the Tender contains business or trade secrets, the Tenderer shall clearly mark such information in the Tender. The Tender as a whole cannot be deemed confidential. The unit price of a rotation or the overall price used as a criterion for selection in the tendering procedure cannot be deemed confidential either.

5.6 Changes and specifications to the object of the tendering procedure

The Buyer may change or specify the object of the tendering procedure during the procedure prior to the expiry of the deadline imposed for submission of Tenders if deemed necessary due to facts that have come to light. The deadline for the submission of Tenders may be extended if warranted by the changes and specifications. All parties known to have ordered the tender documents will be informed of any changes and specifications at the same time.

5.7 Cancelling the Tender and contractual penalty

Cancelling a Tender is acceptable if the Buyer receives the e-mail regarding the cancellation before the deadline for submitting the Tenders. Cancellations shall be sent by e-mail to **kirjaamo@traficom.fi**, and as a copy to **maakuntienlentotuki@traficom.fi**. The Tenderer whose Tender was selected as the winner may not rescind the Tender without acceptable cause nor abandon operations after the Purchased Services Agreement has been signed. For instance, it would not be an acceptable cause that the winning Tenderer would gain more revenue than as per the Tender from operating a route different from the one concerned in the present tendering procedure, or that the ticket sales revenue has not met the estimate in the tendering phase.

If the Tenderer whose Tender was selected as the winner nevertheless withdraws from the Tender prior to signing the Purchased Services Agreement, the Tenderer shall be liable to pay the State of Finland a lump sum compensation of EUR 20,000. The liability for compensation shall arise starting on 4 October 2021 or later if Traficom has exercised its right to defer the start date of the planned operations as provided for in section 5.10 'Deferring and abandoning the operations'.

5.8 Excluding Tenderers

In resolving the tendering procedure, Tenderers that are deemed not to satisfy the requirements given in the tender documents, whether because of technical, financial or other considerations, may be excluded from the tendering procedure.

A Tenderer may be excluded from the tendering process in the following cases:

- a) The Tenderer does not comply with currently valid national and international aviation regulations.
- b) The Tenderer's technical capacity or the economic situation based on the Tender and its appendices is estimated to be insufficient so that it can fairly be assumed that the Tenderer would struggle to fulfil the requirements in the agreement. The economic situation of the Tenderer may also be estimated to be poor if the Tenderer is bankrupt, in a liquidation process or if it has interrupted its business or if the Tenderer's creditor in a confirmed accord, a liquidation programme or in another process based on similar legislation has been arranged, or if bankruptcy or liquidation or another similar process is under way.
- c) The Tenderer has been convicted by a final court decision of a not-insignificant offence related to transport operations or has committed a serious breach of agreement or other procedural breach in transport operations.
- d) The Tenderer has submitted false information to the Buyer in connection with the tender procedure concerning a factor which is significant for the procurement.
- e) The Tenderer is unable to operate the flights in accordance with the Purchased Services Agreement due to insufficient technical preconditions. The technical requirements related to the approaching procedures, for example, are defined in the decision on the public service obligation for each airport.
- f) The Tenderer has not submitted its Tender in Finnish, Swedish or English.
- g) The Tenderer cannot submit the possible additional reports required by the Buyer in accordance with the Invitation to Tender.

5.9 Interrupting the tendering procedure

This tendering procedure may be interrupted in whole or in part if within 60 days of the public service obligation being published in the national official journal even one air operator proves its intention to start scheduled air services on this route either directly or via a stopover airport in accordance with the public service obligation without exclusive right and without financial compensation.

Otherwise, Traficom may limit access to this route to one air operator for a period no longer than defined in the public service obligation. In this case, the right to operate air services on this route shall be granted based on the tendering procedure in accordance with the regulations in Article 16 of the Regulation mentioned above.

The Buyer may interrupt the tendering procedure or decline all tenders if their price level is too high and it exceeds the available appropriations.

5.10 Deferring and abandoning the operations

Traficom withholds the right to defer the start date of the planned operations until the signing of the Purchased Services Agreement. If the circumstances or conditions for organising the services have changed in a way that the planned operations are not appropriate or cannot be carried out as presented in the Invitation to Tender, the Buyer may abandon the object of the tendering procedure during the tendering process or after the tendering process up until the Purchased Services Agreement has been signed.

6 Service agreement and the public service obligation

6.1 Purchased Services Agreement

Once the winning Tender has been selected, a Purchased Services Agreement shall be signed between the Buyer and the selected air operator.

The winning Tenderer shall accept the terms and conditions of delivery of the Finnish Airport Operator Finavia 30 days before beginning operations.

The Tender shall be based on the terms and conditions of the Purchased Services Agreement. A draft of the Purchased Services Agreement is attached to this Invitation to Tender as Appendix 7. By submitting a tender in this tendering procedure, the Air Operator accepts the terms and conditions.

The agreement may be changed only if the changes do not lead to a situation where requirements based on the public service obligation for this route are not fulfilled. The amendments to the agreement shall be made in writing. The parties have the right to terminate the agreement for a reason mentioned in the terms of the agreement.

6.2 Public service obligation

Tenders shall comply with the requirements of the public service obligation set out in Appendix 1 to this Invitation to Tender. By submitting a tender in this tendering procedure, the Air Operator accepts the terms and conditions.

7. Appellate procedure

The Buyer shall inform the tenderers about the procurement decision by e-mail to the address stated in the Tender. The procurement decision contains information about the evaluation of the tenders, the grounds for the decision, and instructions for appeal.

The agreement between Traficom and the selected operator is only formed once the written Purchased Services Agreement is signed. The agreement is not formed through informing the tenderers of the decision.

Appeal body

The Administrative Court of Helsinki, Radanrakentajantie 5, 00520 Helsinki, helsinki.hao@oikeus.fi, www.oikeus.fi/hallintooikeudet/helsinginhallinto-oikeus

8. Appendices

Appendices to the Invitation to Tender:

- 1) Decision on the public service obligation TRAFICOM/517097/05.00.29.00/2020 28.6.2021
- 2) Schedules
- 3) Net cost calculation model
- 4) Background information table
- 5) Tender template
- 6) The reporting template for the selection criteria for the tendering procedure
- 7) Draft of the Purchased Services Agreement
- 8) Airline passenger service commitment