

## Operation of scheduled air services

### Invitation to tender issued by France under Article 4 (1) (d) of Council Regulation (EEC) No 2408/92 in respect of the operation of scheduled air services between Lorient-Lann Bihoué and Lyon-Satolas

(1999/C 357/12)

(Text with EEA relevance)

#### 1. Introduction

In pursuance of Article 4 (1) (a) of Regulation (EEC) No 2408/92 of 23. 7. 1992, on access for Community air carriers to intra-Community air routes, France has decided to impose public service obligations in respect of scheduled air services operated between Lorient-Lann Bihoué and Lyon-Satolas. The standards required by these public service obligations were published in the *Official Journal of the European Communities* No C 188/7 of 28. 6. 1996 under number 96/C188/07.

Insofar as by 13. 2. 2000 no air carrier has commenced or is about to commence scheduled air services between Lorient-Lann Bihoué and Lyon Satolas in accordance with the public service obligations imposed and without requesting financial compensation, France has decided, in accordance with the procedure laid down in Article 4 (1) (d) of that Regulation, to limit access to that route to a single air carrier and to offer by public tender the right to operate such services from 13. 3. 2000.

#### 2. Object of invitation to tender

Operation from 13. 3. 2000 of scheduled air services between Lorient-Lann Bihoué and Lyon Satolas in accordance with the public service obligations imposed on that route, and published in the *Official Journal of the European Communities* No C 188/7 of 28. 6. 1996.

#### 3. Participation

Participation is open to all air carriers holding a valid operating licence issued by a Member State under Council Regulation (EEC) No 2407/92 of 23. 7. 1992 on licensing of air carriers.

#### 4. Procedure

This invitation to tender is subject to points d, e, f, g, h and i of Article 4 (1) of Regulation (EEC) No 2408/92.

#### 5. Tender dossier

The complete tender dossier, including the specific rules governing the invitation to tender and the public service delegation agreement, together with its technical annex (text of the public service obligation published on 8. 12. 1999 in the

*Official Journal of the European Communities*), may be obtained free of charge from:

Chambre de Commerce et d'Industrie du Morbihan, Aéroport civil de Lorient-Lann Bihoué, F-56270 Ploemeur, tel. 2 97 87 21 61, facsimile 2 97 87 21 70.

#### 6. Financial compensation

The tenders submitted will indicate the amount required by way of compensation for operating the service for 3 years from the scheduled starting date (with an annual breakdown). The exact amount of compensation finally granted will be determined each year ex-post on the basis of the costs and revenue actually generated by the service, within the limits of the amount stated in the tender. This maximum limit may be revised only in the event of unforeseen changes in the operating conditions.

The annual payments will be made in the form of instalments and a balance. The balance will be paid only after approval of the carrier's accounts for the route in question and verification that the service has been operated in accordance with the conditions laid down in point 8 below.

In the event of termination of the contract before its normal expiry date, point 8 will be applied as soon as possible to allow payment to the carrier of the balance due, the maximum amount referred to in the first subparagraph being reduced, where appropriate, in proportion to the actual duration of the service.

#### 7. Duration of the contract

The duration of the contract (public service delegation agreement) is 3 years from the date scheduled for the beginning of the services mentioned in point 2 of this invitation to tender.

#### 8. Verification of the operation of the service and of the carrier's accounts

The operation of the service and the carrier's cost accounting for the route in question will be the subject of at least an annual examination in cooperation with the carrier.

### 9. Termination and notice

The contract may be terminated by either party before its normal expiry date only if 6 months' notice is given. If the carrier fails to respect a public service obligation, it shall be deemed to have terminated the contract without notice if it does not resume the service in accordance with the public service obligation within 1 month of the serving of formal notice.

### 10. Penalties

Failure by the carrier to observe the period of notice referred to in point 9 will be subject either to a fine of up to 50 000 FRF (7 622,45 EUR), in application of Article R.330-20 of the civil aviation code, or to a penalty calculated according to the number of months of default and the real deficit of the service for the year concerned, with a ceiling of the maximum financial compensation provided for in point 6.

Should the carrier fail to comply with the public service obligations, he may be deemed to have terminated the contract without notice.

Should the carrier fail in a limited way to comply with the public service obligations, the maximum financial compensation provided for in point 6 shall be reduced, without prejudice to the application of the provisions of Article R.330.20 of the civil aviation code. Such reductions shall take account, as appropriate, of the number of flights cancelled for reasons directly attributable to the carrier, the

number of flights made with less than the required capacity, the number of flights not complying with the public service obligations regarding stopovers, the number of flights not complying with the public service obligations regarding time at destination, fares charged or the use of computerised reservation services.

### 11. Submission of tenders

Tenders must be sent by registered letter with acknowledgement of receipt, the postmark serving as proof, or delivered by hand with receipt, at the earliest 1 month and at the latest 5 weeks after the date of publication of this invitation to tender in the *Official Journal of the European Communities* before 17.00 (local time), to the following address:

Chambre de Commerce et d'Industrie du Morbihan, Aéroport civil de Lorient-Lann Bihoué, F-56270 Ploemeur, tel. 2 97 87 21 61, facsimile 2 97 87 21 70.

### 12. Validity of the invitation to tender

In accordance with Article 4(1)(d) of Regulation (EEC) No 2408/92, the validity of this invitation to tender is subject to the condition that no Community carrier presents by 13. 2. 2000, a programme for operating the route in question as from 13. 3. 2000 in accordance with the public service obligations imposed, without receiving any compensation and without requiring that access to that route is restricted to a single carrier.