

Operation of scheduled air services

Invitation to tender issued by France pursuant to Article 4(1)(d) of Council Regulation (EEC) No 2408/92 for the operation of scheduled air services between Saint-Étienne-Boutheon and Nantes-Atlantique

(2002/C 132/13)

(Text with EEA relevance)

- 1. Introduction:** Pursuant to Article 4(1)(a) of Regulation (EEC) No 2408/92 of 23 July 1992 on access for Community air carriers to intra-Community air routes, France has decided to impose a public service obligation on scheduled air services between Saint-Étienne-Boutheon and Nantes-Atlantique. The standards required by this public service obligation were published in the *Official Journal of the European Communities* No C 30 of 2 February 2000.

If on 16.8.2002 no air carrier has commenced or is about to commence operating scheduled air services between Saint-Étienne-Boutheon and Nantes-Atlantique in accordance with the public service obligation imposed and without requesting financial compensation, France has decided, in accordance with the procedure laid down in Article 4(1)(d) of the abovementioned Regulation, to limit access to a single air carrier and to offer the right to operate such services from 16.9.2002 by public tender.

- 2. Subject of the invitation to tender:** Operation from 16.9.2002 of scheduled air services between Saint-Étienne-Boutheon and Nantes-Atlantique in accordance with the public service obligation imposed on this route, as published in the *Official Journal of the European Communities* No C 30 of 2 February 2000.
- 3. Participation in the invitation to tender:** Participation is open to all EU air carriers holding a valid operating licence issued by a Member State in accordance with Council Regulation (EEC) No 2407/92 of 23 July 1992 on licensing of air carriers.
- 4. Tender procedure:** This invitation to tender is subject to points (d)-(i) of Article 4(1) of Regulation (EEC) No 2408/92.
- 5. Tender dossier:** The full tender dossier, including the specific rules for this invitation to tender and the public service delegation agreement and its technical annex (text of the public service obligation published in the *Official Journal of the European Communities*) is obtainable free of charge from:

Chambre de commerce et d'industrie Saint-Étienne et Montbrison, direction administrative et financière, 57, cours Fauriel, F-42024 Saint-Étienne Cedex 2. Tel.: 4 77 43 04 42. Fax: 4 77 43 04 14.

(If required, a brochure on Saint-Étienne Boutheon airport and documentation on the demographic and socio-economic situation of the airport's catchment area may be obtained free of charge from the same address).

- 6. Financial compensation:** Tenders must explicitly state the amount of compensation required for the operation of the route for three years from the planned date of commencement of operation (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 given in the tender. This maximum limit may be revised only in the event of unforeseen changes in 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 three 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 examined at least once a year in cooperation with the carrier.

9. **Termination of contract and notice:** The contract may be cancelled by either contracting party before the end of the normal period of validity by giving six months' advance notice. Should the carrier fail to comply with the public service obligation, he shall be deemed to have terminated the contract without notice if he fails to resume the service in accordance with the public service obligation within one 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 an administrative fine of up to 7 622,45 EUR pursuant to Article R.330-20 of the Civil Aviation Code or to a penalty calculated on the basis of the number of months of default and the real operating loss of the service during the year in question, not exceeding the maximum financial compensation provided for in point 6.

In the event of serious breaches of the public service obligation, the contract may be cancelled and the carrier deemed to have terminated the contract without notice.

In the event of minor breaches of the public service obligation, 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 computerized 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 latest six weeks from the date of publication of this invitation to tender in the 'Supplement to the *Official Journal of the European Communities*' before 17.00 (local time) to the following address:

Chambre de commerce et d'industrie Saint-Étienne et Montbrison, direction administrative et financière, 57, cours Fauriel, F-42024 Saint-Étienne Cedex 2. Tel.: 4 77 43 04 42. Fax: 4 77 43 04 14.

12. **Validity of 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 16.8.2002 a programme for operating the route in question from 16.9.2002 in accordance with the public service obligation imposed, without receiving any compensation.