

## **FI-Helsinki: Operating of scheduled air services**

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## INVITATION TO TENDER

### 1.1 Buyer

Name and addresses

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

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

### 1.2 Communications

A full set of tender documents can be obtained without limitation or payment from <https://www.traficom.fi/en/transport/aviation/air-public-service-obligations>  
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/535299/02.03.01/2020) and the object number.

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 15 December 2020 to impose a public service obligation for scheduled air services between Joensuu and Helsinki, Jyväskylä and Helsinki, Kajaani and Helsinki, Kemi and Helsinki, and Kokkola and Helsinki. The obligation is imposed on scheduled air services from the airports listed above to Helsinki from 19 April 2021 to 31 December 2021.

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.

This agreement is divided into parts, and the tenderer may tender for the parts of its choice. Tenders may also be made for all parts. The Buyer reserves the right to make agreements combining destinations. If an operator wins one or several destinations in this

tendering procedure, the Buyer reserves the right to combine them into one agreement. Section 2.5 describes the procedures for tendering for the various destinations.

### **2.1.2 The routes included in the tendering process and their airports**

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

The other airports are:

Joensuu, EFJO

Jyväskylä, EFJY

Kajaani, EFKI

Kemi-Tornio, EFKE

Kokkola-Pietarsaari, EFKK

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 applies to scheduled air services to five locations: from Helsinki to Joensuu, Jyväskylä, Kajaani, Kemi and Kokkola. The winner(s) 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 TRAFICOM/522273/05.00.29.00/2020, attached to this Invitation to Tender as Appendix 1. The schedules for the locations are listed in Appendix 2, 'Schedules'. 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 shall be entitled to keep the revenue from ticket sales and any other sales revenue, including those from freight or advertising.

In addition to the public service obligation, optional flights are possible from 1 September to 31 December 2021. The schedules for the optional flights are listed in Appendix 2. If the optional flights are operated, they are flown as round-trip flights to Joensuu and Jyväskylä. The description of the options is available in section 2.3 Objects of the Invitation to Tender. In addition, an option is possible for all destinations for 1 January–30 September 2022. The procedure preceding the eventual implementation of the options is described in Appendix 7 Purchased Services Agreement.

### **2.3 Destinations**

#### **Destination 1 Joensuu**

Regular scheduled air services from 19 April to 31 December 2021 between the cities of Joensuu and Helsinki. The schedules and flight days are listed in Appendix 2. The size of the aircraft must be at least 50 seats, according to the decision on the public service obligation. Optional flights possible from 1 September to 31 December 2021.

Paving work will be carried out at Joensuu Airport during the summer 2021. Due to the renovation, Joensuu Airport will be closed three weeks during summer 2021. The exact timing of the renovation has not yet been confirmed.

#### **Destination 2 Jyväskylä**

Regular scheduled air services from 19 April to 31 December 2021 between the cities of Jyväskylä and Helsinki. The schedules and flight days are listed in Appendix 2. The size of the aircraft must be at least 29 seats, according to the decision on the public service obligation. Optional flights possible from 1 September to 31 December 2021.

### **Destination 3 Kajaani**

Regular scheduled air services from 19 April to 31 December 2021 between the cities of Kajaani and Helsinki. The schedules and flight days are listed in Appendix 2. The size of the aircraft must be at least 29 seats, according to the decision on the public service obligation.

### **Destination 4 Kemi and Kokkola**

The Kemi and Kokkola flights are operated as a triangle route, according to the schedule appendix.

Regular scheduled air services from 19 April to 31 December 2021 between the cities of Kemi and Helsinki. The schedules and flight days are listed in Appendix 2. The size of the aircraft must be at least 50 seats, according to the decision on the public service obligation.

*and*

Regular scheduled air services from 19 April to 31 December 2021 between the cities of Kokkola and Helsinki. The schedules and flight days are listed in Appendix 2. The size of the aircraft must be at least 50 seats, according to the decision on the public service obligation.

### **2.3.1 Options and additional flights**

For Joensuu and Jyväskylä, the Buyer may, if the demand requires, acquire flights for the period 1 September–31 December 2021 as defined in Appendix 2. Acquiring optional flights for a shorter period of time is also possible, as well as acquiring fewer flights as presented in Appendix 2. Appendix 2 presents the maximum amount of optional flights for that period.

In addition to the optional flights, the Buyer may acquire additional flights to all destinations if required by the demand. The eventual additional flights are agreed upon separately. In the Purchased Services Agreement, Traficom reserves the possibility to negotiate with the tenderer about expanding the services outside the dates and time periods of the regular services. In this case, the departure and arrival schedules may be changed. In this case, the same compensation per rotation shall be paid for the rotations as for the rotations included in the tendering process.

In addition to demand, the options and additional flights shall require the sufficiency of the appropriations. If only a part of the options can be implemented but not all, the route with the highest number of passengers per flight during the Agreement Period so far shall take priority for optional flights or additional flights.

This tendering procedure also reserves the possibility for an optional period of 1 January–30 September 2022. This option applies to all destinations. The eventual flights for this period shall be operated at the service level defined in the schedule appendix. The service provider must approve the implementation of the option for this period. The eventual optional period shall be operated at the same prices as the actual Agreement Period. Appropriations are not currently reserved in the State budget for services in 2022, and no other funding is known to be available at this time.

### **2.3.2 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.

## 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 other airports in question which are directly related to the services provided on this route. In addition, the compensation may cover an appropriate share of the overall expenses of the air services from Joensuu, Jyväskylä, Kajaani, Kemi and Kokkola to 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 1 April 2021 to 31 December 2021. For the Kemi and Kokkola optional flights, the Tender must state the price for the triangle route. The selection criterion is the price for the Agreement Period 19 April–31 December 2021.

When issuing the tender, the average number of passengers for 2021 must be assumed as 20 (Jyväskylä, Kajaani, Kemi, Kokkola) and 35 (Joensuu) passengers per flight, based on the numbers of passengers on the routes 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.

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 price must not include the passenger-specific airport fees, which are considered suspense account items and which, as such, the Air Operator does not retain.

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. The Joensuu–Helsinki and Kajaani–Helsinki routes must also be able to carry special baggage (skis, sports equipment, musical instruments). On all connections, the cost for additional baggage, such as ski bags and other items, may be no more than EUR 20 per piece one way, including all taxes and fees.

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.

#### **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 2015-2020. 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 in its name. If the Tenderer will be using a subcontractor, the Tenderer 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 signing of the Purchased Services Agreement. 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.

### **3.7 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 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.

The Tenderer 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.

For destinations 1–3, the evaluation of the tenders considers the tender price of a rotation (a round-trip flight) multiplied by the number of rotations. For destination 4, the decisive criterion is the total price for the Agreement Period (1 April–31 December 2021). The price of a rotation and triangle route 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.

Tenders must be submitted for each destination separately. The Tenderer may submit a tender for 1–4 destinations. Combined tenders are not accepted. An order of priority may not be stated for the tenders; the Tenderer commits to operating all of the routes it submits a tender for, if necessary. When submitting the tender, the documents must be clearly labeled to state the number of the destination it applies to (1, 2, 3 or 4).

### 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 information notice has been published on 14 January 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](mailto:kirjaamo@traficom.fi)**, and a copy of them may be sent to **[maakuntienlentotuki@traficom.fi](mailto:maakuntienlentotuki@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)**.

If the Tenderer submits tenders for more than one destination, the destination-specific tenders must be submitted as separate files. The file names must clearly indicate the intended destination.



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 maakuntienlentotuki@traficom.fi. The subject field of the message must mention the phrase 'PSO air services tendering procedure' and, if necessary, the destination number (destination 1: Joensuu; destination 2: Jyväskylä; destination 3: Kajaani; destination 4: Kemi-Kokkola).

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. The summary is available upon request from kirjaamo@traficom.fi and maakuntienlentotuki@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. 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 used as a criterion for selection in the tendering procedure cannot be deemed confidential either.

#### **5.6 Changes and specifications to the objects 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 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 winning Tenderer nevertheless abandons operations or does not commence operations at the time stated, the Tenderer shall be liable to pay the State of Finland a lump-sum compensation of EUR 100,000. The liability for compensation shall arise starting on 1 April 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 so poor 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. The Buyer may also interrupt the tendering procedure for one or several destinations and continue it for other destinations. If the tendering procedure is interrupted only in part due to the sufficiency of the appropriations, the most expensive destination shall be interrupted first, and the interruptions shall be continued in order according to their price level.

## 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 21 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. 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](http://www.oikeus.fi/hallintooikeudet/helsinginhallinto-oikeus)

## 8. Appendices

Appendices to the Invitation to Tender:

- 1) Decision on the public service obligation TRAFICOM/522273/05.00.29.00/2020 15.12.2020
- 2) Schedules
- 3) Net cost calculation model
- 4) Background information table
  - A) Joensuu
  - B) Jyväskylä
  - C) Kajaani
  - D) Kemi and Kokkola

- 5) Tender template
  - A) Joensuu
  - B) Jyväskylä
  - C) Kajaani
  - D) Kemi and Kokkola
- 6) The reporting template for the selection criteria for the tendering procedure
  - A) Joensuu
  - B) Jyväskylä
  - C) Kajaani
  - D) Kemi and Kokkola
- 7) Draft of the Purchased Services Agreement
- 8) Airline passenger service commitment