

 **PORI**



**REGULAR SCHEDULED FLIGHT SERVICES BETWEEN PORI AND  
HELSINKI 1 JANUARY 2023–31 DECEMBER 2024**

INVITATION TO TENDER

11 OCTOBER 2022

## CONTENTS

<b>1. Introduction .....</b>	<b>1</b>
1.1. Buyer .....	1
1.2. Tender communications .....	1
<b>2. Subject of the procurement.....</b>	<b>1</b>
2.1. Description of the procurement .....	1
2.2. Schedules.....	2
2.3. Financial compensation .....	3
2.4. Tender price.....	3
2.5. Ticket types and ticket prices .....	4
<b>3. Legal, economic, financial, and technical information .....</b>	<b>4</b>
3.1. Air carriers.....	4
3.2. Aircraft used in the operations .....	4
3.3. The air carrier’s experience in the sector .....	4
3.4 Language skills of the cabin crew .....	5
3.5 Information about the air carrier.....	5
3.6 Using a subcontractor .....	5
3.7 The interline agreement and ticket sales channels.....	6
<b>4. Tendering procedure .....</b>	<b>6</b>
4.1. Deadline for submission of Tenders and the language of the Tender.....	6
4.2. Submitting tenders and the period of validity.....	7
4.3. Selection criteria for the tendering procedure .....	7
4.4. Questions and requests for additional information regarding the Invitation to Tender .....	7
4.5. Publicity of Tenders .....	8
4.6. Changes and specifications to the subjects of the tendering procedure .....	8
4.7. Penalty from withdrawing a tender.....	8
4.8. Exclusion of tenderers.....	8
4.9. Suspending the tendering procedure.....	9
4.10. Deferring and abandoning the operations.....	9
4.11. Notification of awarding the procurement.....	9
<b>5. Service agreement and the public service obligation .....</b>	<b>10</b>
5.1. Purchased services agreement .....	10
5.2 Public service obligation and other legislation .....	10
<b>6. Appeals .....</b>	<b>10</b>
<b>Appendices .....</b>	<b>11</b>

## 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”), Finnish Transport and Communications Agency Traficom (hereinafter referred to as “Traficom”) decided on 7th October 2022 to impose a public service obligation for scheduled air services to the route between Pori and Helsinki. The obligation is imposed on period from 1 January 2023 to 31 December 2024.

### 1.1. Buyer

Name: City of Pori

National Business ID: 0137323-9

Postal address: Box 121

Postal code: 28101 Pori

### 1.2. Tender communications

A full set of tender documents, including the Invitation to Tender, terms and conditions of the tendering procedure, terms and conditions of agreement, the public service obligation, and tender forms, can be obtained from:

<https://tarjouspalvelu.fi/pori?id=416263&tpk=5746dfe8-34c8-45d6-bcb2-ccdb6b20ecf0>

Written questions may be submitted during the tender procedure as is stated in section 4.4 ‘Questions and requests for additional information regarding the Invitation to Tender’. In case of problems regarding the portal, please send an email to [inforequest@springadvisor.fi](mailto:inforequest@springadvisor.fi)

## 2. SUBJECT OF THE PROCUREMENT

The City of Pori requests your Tender for 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.

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

The other airports are:

Pori EFPO

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>

### 2.1. Description of the procurement

The tendering procedure concerns scheduled air services from Helsinki to Pori. The winner of the tendering procedure shall arrange the public service obligation and the services according to this Invitation to Tender. The contents of the public service obligation can be found in the Traficom’s decision TRAFICOM/145057/05.00.29.00/2022, available (in Finnish) in [Pori reittiliikenne julkisen palvelun velvoitepäätös 07102022.pdf \(traficom.fi\)](#). The requirements of the public service obligation are attached to this Invitation to Tender in English 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.

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.

The Pori airport has a good infrastructure. An aircraft hangar owned by the City of Pori, which enables the storage of aircraft year-round, is located at the airport premises. The City of Pori allows operators operating the route between Pori and Helsinki to use the hangar at a cost price basis.

## **2.2. Schedules**

The schedules for the destinations are described in Appendix 2 to the invitation to tender. It should be noted that the schedules are 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 differing flight times of different types of aircraft on the routes are not taken into account in the schedules. 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.

Until the Agreement is signed, the Buyer reserves the right to defer the start date of the planned operations. Deferral of the start date does not impact the scheduled end date for the operations.

### **2.2.1 Changes in schedules and option flights**

Changes to the schedules can be made based on mutual agreement between the buyer and the operator. Changes can be made if doing so ensures a better service for passengers.

The buyer may procure optional flights to all destinations if required by the demand and possible in terms of the funding situation. Any optional flights will be agreed upon separately as further described in Appendix 7 'Draft of the purchased services agreement'. In the purchased services agreement, the City of Pori 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 compensation paid per rotation will be the same as the price per rotation presented on the tender. In addition to demand, the option flights are dependent on the sufficiency of the funds.

### **2.2.2. Option for extending the agreement period**

An option for extending the agreement period to 1 January 2025–31 December 2026 is reserved. The option is subject to Traficom imposing a public service obligation for scheduled air services for the option period. The procedure preceding the potential implementation of the option is described in Appendix 7 'Draft of the purchased services agreement'. The decision on the utilisation of the option will be made by the City Council of Pori. The buyer will announce the deployment of the option no later than one month before the start of the new agreement period.

No funding has been reserved for the option period as of yet. The potential flights for this period shall be operated at the service level defined in the Appendix 2. The potential optional period shall be operated at the same prices as the actual agreement period.

### 2.3. Financial compensation

According to the buyer's estimate, that is based on the city budget, the yearly value of the procurement is EUR 3 million maximum. As the budget for option periods has not yet been approved, yearly value for option period from January 1, 2025 to December 31, 2026 cannot be precisely estimated at this point.

The city budget must contain the appropriations intended for buying the scheduled air services, and correspondingly, the City Council must approve the annual funding for the air services. If the City of Pori 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 Appendix 7, will contain more specific terms on amending, cancelling, or terminating the contract.

Tenders shall clearly specify, in euros, the amount of compensation required for the operation of the air services in question. The amount of compensation required shall be based on an assessment of actual costs and revenue, taking into account the minimum requirements imposed by the public service obligation and the requirements of the Invitation to Tender. The compensation may only cover the actual operation of air services and the costs incurred at Helsinki and Pori airports in connection with the operation of this route only. In addition, the compensation may cover an appropriate share of the common costs of the air services between Pori and Helsinki and other operations of the Tenderer. The costs, which may be covered by 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. Financial compensation may alter during the period of operations due to variation in fuel prices as stated in Draft of Purchased Services Agreement (Appendix 7) section 8.2 'Changes in fuel prices'.

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 carrier and a reasonable profit. Reasonable profit is defined in Appendix 7 'Draft of the purchased services agreement'.

All compensations and expenses must be stated in EUR.

### 2.4. 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 January 2023 to 31 December 2024. The selection criterion is the price of a rotation (a round-trip flight) during the contract period.

The assumed average number of passengers for the purposes of the Tender shall be 9 passengers per flight, based on the average number of passengers per flight in 08-12/2019 on the Pori-Helsinki route. Pre-Covid-19 statistics are used as they are believed to best reflect the demand for the upcoming years. In 2019 there were three daily rotations on the Pori-Helsinki route, so it is reasonable to assume that reducing the daily rotations to two has a positive effect on the filling rate. 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 Draft of Purchased Services Agreement as the basis for operating compensation, sanctions and reporting is calculated by halving the unit price per rotation announced by the tenderer in Appendix 6 'Tender selection criteria'. For example, if the price per rotation announced by the tenderer would be €2,000 per rotation, the unit price per flight would be  $2,000\text{€} / 2 = \text{€}1,000$ .

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. The Tender Price shall not include airport fees per passenger which are considered suspense account items and which, as such, Air Carrier does not retain.

## **2.5. Ticket types and ticket prices**

The Tenderer 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**

### **3.1. Air carriers**

Air carriers within the EU, defined in Article 2(11) of the Air Services Regulation, may participate in the tendering process. The air carrier 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. These documents must be submitted as appendices to the Tender.

For the sake of clarity, it is stated that tenders made by marketing companies which are not air carriers as defined in Article 2(11) of the Air Services Regulation will not be considered in the tendering procedure.

### **3.2. Aircraft used in the operations**

The services shall be operated with an aircraft with at least 29 seats.

The air carrier 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 of aircraft breakdown, the tenderer must be able to provide aircraft which meets the requirements of this invitation to tender within (24) hours from the moment the equipment was broken. The replacement aircraft must be available until the original aircraft stated in the tender can continue the operations. The tenderer is responsible for any additional costs accrued by the use of the replacement aircraft. The tender must also include the information of replacement aircraft.

### **3.3. The air carrier's experience in the sector**

At the time of submitting the tender, the air carrier must have at least two years of experience in scheduled air services for passengers in the EU during 2016–2022. This requirement also applies to any subcontractor that the tenderer intends to use. The report indicating this experience must be submitted as an appendix to the Tender.

### **3.4 Language skills of the cabin crew**

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

### **3.5 Information about the air carrier**

Tenders must state the name and contact information of the tenderer, and the name of the person responsible for the services.

Tenders 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;
- 5) Interline agreements or a report on the status of interline agreements (see section 3.7).

For a justified reason, documents other than those listed in items 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 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 carriers which meet the requirements stated in the tender documents may be accepted as subcontractors. Changing the subcontractor during the contract period is defined in the paragraph 7 of the Draft of the Purchase Services Agreement, attached to this Invitation to Tender as an Appendix 7.

Information about the subcontractor and copies of the documents listed above must be presented in connection with the other tendering documents.

The leasing of aircraft with crew ('wet-leasing') is not allowed.

The tenderer is responsible for its 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.

The ground handling services operator must commit to handling all the baggage, special baggage, etc. carried by and transported with passengers.

### **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.

The tenderer must have an agreement, letter of intent or other reliable statement in place with an airline whose or whose partner offers weekly connecting flights from Helsinki-Vantaa to at least two major European destinations, which must be among the destinations listed below.

Based on a report published by Eurocontrol in 2021 ([https://www.eurocontrol.int/sites/default/files/2022-01/eurocontrol-think-paper-15-2021-review-2022-outlook\\_0.pdf](https://www.eurocontrol.int/sites/default/files/2022-01/eurocontrol-think-paper-15-2021-review-2022-outlook_0.pdf)), the airports that are considered to be valid destinations in regard to the aforementioned requirement are: Amsterdam - Schiphol (AMS), Frankfurt - Frankfurt am Main (FRA), Madrid – Bajas (MAD), London - Heathrow (LHR), Barcelona - El Prat Airport (BCN), Athens - Athens International Airport Eleftherios Venizelos (ATH), Munich - Franz Josef Strauss Airport (MUC), Zürich - Flughafen Zürich (ZRH), Berlin - Berlin Brandenburg Airport Willy Brandt (BER), Oslo - Gardermoen Airport (OSL), Paris - Charles de Gaulle (CDG), Milan - Malpensa (MXP), Rome - Fiumicino (FCO), Brussels - l'Aéroport de Bruxelles (BRU), Stockholm - Arlanda (ARN), Lisbon - Humberto Delgado Airport (LIS), Copenhagen - Kastrup (CPH), Dusseldorf - Dusseldorf Airport (DUS).

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 via at least one website intended for the sales of flight tickets operating in Finnish or English and via their own website. These websites intended for the sales of flight tickets must be specified on the tender documents.

The tender must state the information about these agreements and the information about the air carrier's cooperation partners in ticket sales and reservation operations.

If necessary, the city of Pori may request a report about the status of the interline agreement, reservations systems and cooperation partners. Evidence of the valid and compliant interline agreements must be included in the Tender. Not complying with this requirement will result in the tender in question being rejected and the tenderer being issued a lump sum compensation as referred to in section 4.7.

## **4. TENDERING PROCEDURE**

This tendering procedure shall be carried out as provided for in Article 17(2–10) of Air Services Regulation (EC) No 1008/2008.

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. The buyer also reserves the right to decrease the number of contract days by increasing the number of days where there is no service obligation as further defined in section 4.3 below.

Tenders must be signed by a representative of the tenderer authorised to sign for the organisation. Each tender must contain an email address for the buyer to use in informing the tenderer about the decisions regarding the procurement and to contact the tenderer in other matters.

### **4.1. Deadline for submission of Tenders and the language of the Tender**

Tenders must be submitted within 61 days of the publication of the information notice regarding the invitation to tender in the Official Journal of Finland in accordance with Article 17(5) of the Air Services Regulation, excluding the date of publication. The information notice was published on 11<sup>th</sup> October 2022. The last day to submit tenders is 11<sup>th</sup> December 2022.

The tender and its appendices must be submitted in Finnish and/or English. The documents must be submitted in PDF or, if necessary, Excel format.

The tenderer must supply all of the documentation requested by the City of Pori in Finnish or English.

#### **4.2. Submitting tenders and the period of validity**

Tenders must be delivered electronically via the Supplier portal:

<https://tarjouspalvelu.fi/pori?id=416263&tpk=5746dfe8-34c8-45d6-bcb2-ccdb6b20ecf0>

Tenders must be delivered by the City of Pori no later than at 16.15 at the date specified in Section 4.1. “Deadline for submission of Tenders and the language of the Tender”.

Submitted tenders must be valid for four months after the deadline defined in section 5.2 ‘Deadline for submitting tenders and the language of the tender’.

#### **4.3. Selection criteria for the tendering procedure**

The Buyer will make its selection from the Tenders which comply with the Invitation to Tender and satisfy the terms and conditions specified in the tender documents. The grounds mentioned in Article 17(7) and (8) of the Regulation (EC) No 1008/2008 of the European Parliament and of the Council are considered in the selection.

The selection criterion is the unit price of a rotation (one round-trip flight) during the contract period. The unit price of a rotation must be stated unambiguously in euros using Appendix 6. The tenderer whose tender has the lowest unit price in euros will be selected.

The calculation of the total value of a tender for years 2023 and 2024 in Appendix 6 considers the unit price of a rotation (one round-trip flight) multiplied by the number of rotations.

The Buyer reserves the right to decrease the number of contract days by increasing the number of days where there is no service obligation (see Appendix 2 “Schedules”) if the annual values of received Tenders are above the maximum yearly value of the procurement (EUR 3 million). In this case, the calculation of the total value of a tender for years 2023 and 2024 in Appendix 6 considers the unit price of a rotation (one round-trip flight) multiplied by the decreased number of annual rotations.

#### **4.4. Questions and requests for additional information regarding the Invitation to Tender**

Tenderers may ask the City of Pori questions regarding the Invitation to Tender within 20 days of the beginning of the tendering process. Questions received after this will not be answered.

Questions can be submitted electronically via the Supplier portal:

<https://tarjouspalvelu.fi/pori?id=416263&tpk=5746dfe8-34c8-45d6-bcb2-ccdb6b20ecf0>

Within 10 days of receiving each question, the Buyer submits the answers to the questions to the Supplier portal. In addition, the Buyer drafts a summary of the questions and answers no later 45 days from the beginning of the tendering process.

If necessary, the buyer may request tenderers 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 this invitation to tender and that its contents are clear.

The buyer is entitled to inspect the aircraft and maintenance services of tenderers and their proposed subcontractors.

These inspections do not decrease the responsibilities and obligations of the tenderer.

#### 4.5. Publicity of Tenders

Pursuant to the Act on the Openness of Government Activities (621/1999), Tenders submitted to the City of Pori in response to this Invitation to Tender are by default public documents. The documents are by default public starting 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 per rotation used as the selection criterion in the tendering procedure, cannot be deemed confidential either.

#### 4.6. Changes and specifications to the subjects of the tendering procedure

The buyer may change or specify the subject 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 in writing of any changes and specifications at the same time.

#### 4.7. Penalty from withdrawing a tender

Withdrawing a tender is acceptable if the buyer receives the email regarding the withdrawal before the deadline for submitting the tenders. Withdrawals shall be done through the supplier portal and by notifying the Buyer by sending an email to [inforequest@springadvisor.fi](mailto:inforequest@springadvisor.fi). A scanned and signed cancellation letter must be attached to the email.

The tenderer whose tender was selected as the winner may not withdraw their tender without acceptable cause nor abandon operations. 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.

If the winning tenderer nevertheless abandons operations or does not submit information about the agreements mentioned in section 3.7 above, the tenderer shall be liable to pay the City of Pori a lump sum compensation of EUR 100,000.

#### 4.8. Exclusion of tenderers

Tenderers that are deemed unable to fulfil the obligations detailed 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 capabilities or financial standing based on their tender and its appendices is estimated to be so poor that it can fairly be assumed that the tenderer would struggle to fulfil the obligations resulting from the agreement during the agreement period. The financial standing of the tenderer can 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 or English.
- g) The tenderer cannot submit the possible additional reports or other documents required by the buyer in accordance with the invitation to tender.
- h) The tenderer cannot declare to comply with international legislation on sanctions.

#### **4.9. Suspending the tendering procedure**

This tendering procedure may be suspended in whole or in part if within 60 days of the public service obligation being published in the Official Journal of Finland even one air carrier 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.

In other cases, the City of Pori may restrict the access to this route to only one air services operator only for the period defined in the public service obligation. In such a case, the right to operate air services on this route is granted pursuant Article 16(9) and (10) of the above-mentioned regulation.

The buyer may suspend the tendering procedure or decline any tenders if their price level is too high and it exceeds the available appropriations (for the period from 1 January 2023 until 31 December 2024 annually EUR 3 million), 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 suspended until the purchased services agreement has been signed.

#### **4.10. Deferring and abandoning the operations**

The City of Pori reserves 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 subject of the tendering procedure during the tendering process or after the tendering process up until the purchased services agreement has been signed.

#### **4.11. Notification of awarding the procurement**

The City of Pori shall send notice of the procurement decision to the email addresses that Tenderers provided in their Tenders. The procurement decision shall include information on the tendering procedure and the evaluation of the Tenders, justifications for the decision and directions for filing an appeal or a claim for rectification.

The City of Pori and the selected air carrier will not have entered into a contractual relationship until the written Purchased Services Agreement has been signed. The notice sent of the procurement decision shall not constitute a binding agreement.

## **5. SERVICE AGREEMENT AND THE PUBLIC SERVICE OBLIGATION**

### **5.1. Purchased services agreement**

Once the winning tender has been selected, a purchased services agreement shall be signed between the buyer and the selected air carrier. 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. By submitting a tender in this tendering procedure, the air carrier accepts the terms and conditions. The tenderer shall not submit its own terms and conditions or propose any deviations to the draft agreement.

The agreement may be amended only if the requirements based on the public service obligation are still met after the amendment. The amendments to the agreement shall be made in writing. The parties have the right to cancel or terminate the agreement for a reason mentioned in the terms of the agreement.

### **5.2 Public service obligation and other legislation**

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 carrier accepts the terms and conditions.

The air carriers participating in this tendering procedure agree to comply with currently valid legislation. This includes Finnish consumer legislation and tax legislation, the Act on the Provision of Digital Services (306/2019), relevant EU regulation concerning air transport and all Finnish and international regulation concerning safety and security. The buyer urges tenderers to pay attention to regulation concerning safety and security in particular.

## **6. APPEALS**

The buyer shall inform the tenderers about the procurement decision by email 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. Those dissatisfied with the decision may submit a request for a judicial review to the Administrative Court.

Request for judicial review address:

Turku Administrative Court, Sairashuoneenkatu 2-4, 20101 Turku, turku.hao@oikeus.fi <https://oikeus.fi/hallintooikeudet/turunhallinto-oikeus/fi/index.html>

The agreement between the City of Pori and the selected operator is only established once the written purchased services agreement is signed. The agreement is not established through informing the tenderers of the decision.

## **APPENDICES**

Appendices to the Invitation to Tender:

- 1) Requirements of the Public service obligation
- 2) Schedules
- 3) Net cost calculation model
- 4) Background information table
- 5) Tender template
- 6) Reporting template for the decision grounds of the tendering process
- 7) Draft of the Purchased Services Agreement
- 8) Supplier affirmation



Spring  
ADVISOR

---

Spring Advisor Oy  
Pohjoisesplanadi 25-27b  
00100 Helsinki  
Finland  
firstname.lastname@springadvisor.fi  
www.springadvisor.fi