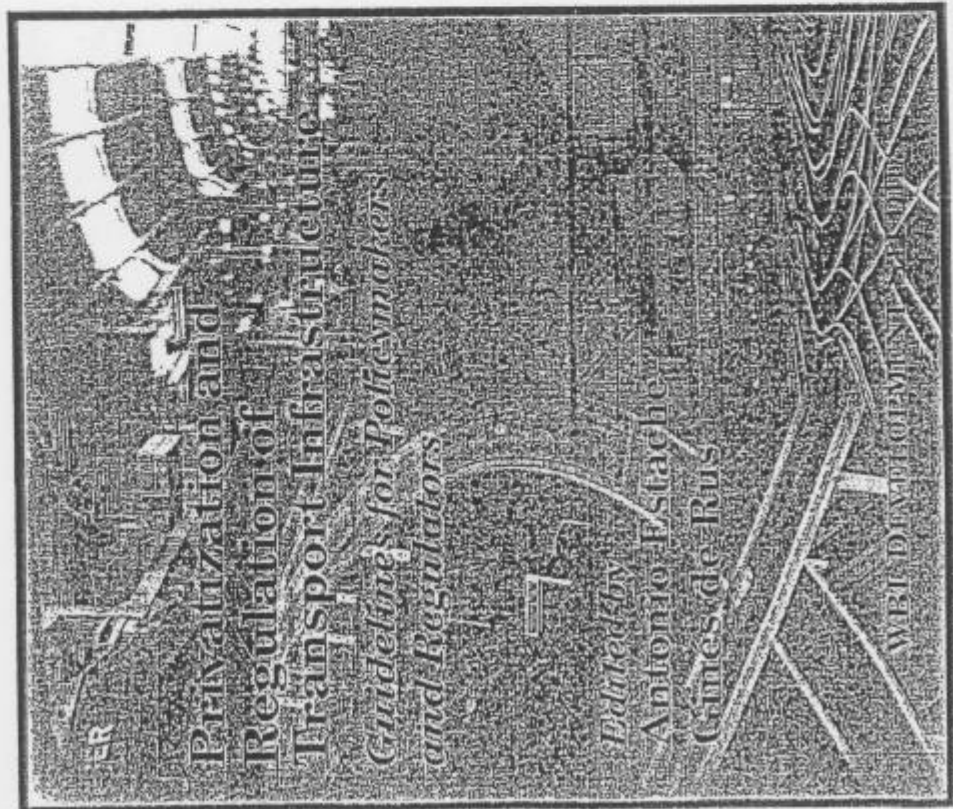


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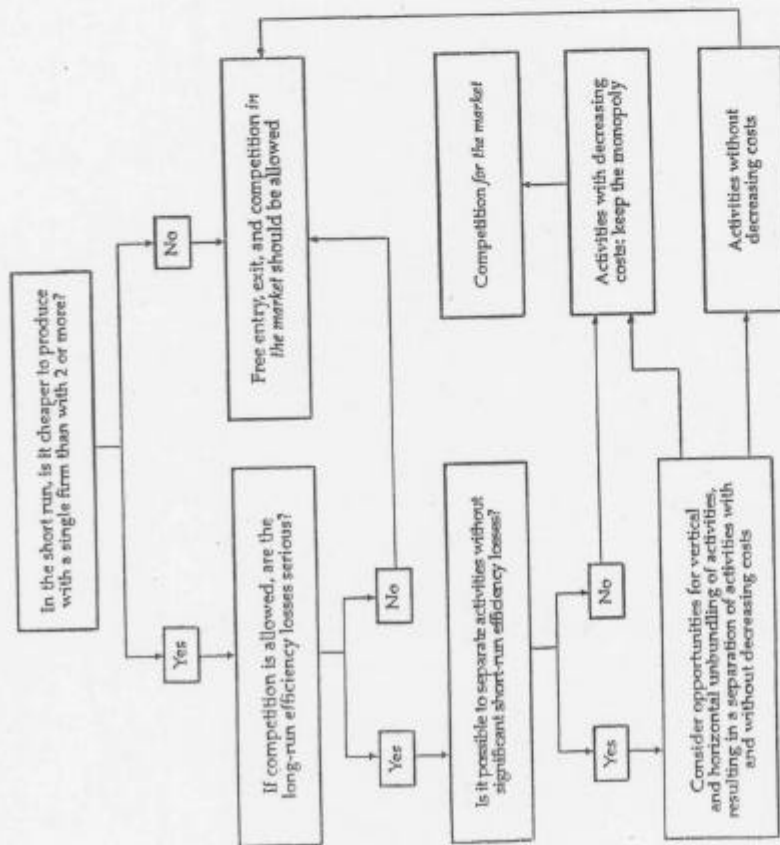


Box 2.1. Organizational Forms for the Delivery of Transport Activities

A variety of options are available in between the strictly public or strictly private operations of the sector resulting from a divestiture of assets or from a build-operate-transfer or similar contract for greenfield projects. They are differentiated by the distribution of responsibility for the various aspects of the business (management/operations and investment) and for the commercial risks associated with this business between the public sector and the private sector.

- **Programs/performance contracts.** These contracts are an agreement between an autonomous public enterprise and the ministry or agency with which it is affiliated. The managers of the public enterprise commit to specific objectives, generally output targets, productivity indicators, or costs cuts, within a specific period of time. These contracts tend to be quite short—two to five years—and renewable. Payments to the public enterprise are generally through subsidies to finance investment needs, seldom to operations. They generally fail to reach their goals in the medium and long run. Experience suggests that this stems from the political temptation to interfere with the management of public enterprises in sensitive sectors. This is why their use is declining in developing countries.
- **Management contracts.** The assets of the transport company continue to be public, but operational management becomes private. The private operator is paid through a fee (generally a fixed component plus a success fee depending on the revenue from the business) and is not responsible for either investment or commercial risk. This has the advantage of bringing in private management skills, and any associated innovations, for a period of two to five years. This should also be seen as a transitional solution because, from a fiscal point of view, it is not attractive as the government continues to take on all risk and finances all investments.
- **Concessions/licenses/franchises.** Although assets continue to be public and are "rented" to the private operator for use during the contract period, this operator can also bring its own assets. The concessionaire takes on operations and investment as well as commercial risk within the limits set in the contract, for a period that generally varies from 10 to 30 years. Subsidies can be part of the agreement, in particular when demand is not strong enough, implying that commercial risk is very high. Subsidies also can arise as a result of the contractual imposition of heavy service obligations. Because this is the most common form of contract, it is discussed later in this chapter.
- **Service contracts.** These are quite common in transport and deserve to be separated from concession/license/franchise contracts despite their strong contractual similarities. The main difference is one of scope and duration; both are smaller than for concessions/licenses. The government bids out the right to deliver a specific service and sometimes provides the assets needed. The winner can be made responsible only for costs. These are gross costs service contracts in which the government pays for the service rather than allowing the operator to collect revenue directly. The main disadvantage is that the provider is not interested in the demand for the sector, because it has the guarantee of public payment. This is why many governments prefer net costs contracts in which the winner is responsible for all revenue collection and costs (net cost service contracts). The main risk here is the temptation on the part of the winner to render the integration of a network difficult when it results in a more competitive provision of services.

Figure 2.1. Natural Monopoly and Competition



Source: Authors.

From the government's viewpoint, granting exclusivity may make sense for three main reasons as follows (Kerf and others 1998):

- When cross-subsidies among different users are denied. This happens in three types of situations involving cross-subsidies.⁴ First, certain user groups may be required to have tariffs lower than costs, and other user groups may then be allowed to have higher tariffs to compensate. Second, a concessionaire may be required to have a unified tariff for all users, despite differences in costs to serve across user groups. Third, existing users may be asked to subsidize the expansion costs needed to have more users in the network. In each of these cases, the exclusivity avoids unfair competition from firms able to focus only on new users without the burden of having to deal with the cost constraints imposed by the contract on the concessionaire. The exclusivity guarantee makes cross-subsidies viable for governments unable to assist unfavored user groups through direct subsidies. When the initial risk levels in the sector or the country are high. Because competition tends to reduce benefits, exclusivity makes a concession more attractive in an auction, which can improve competition for the market because more bidders are likely to show interest in the auction. In many developing countries, temporary exclusivity conditions are sometimes the only way to ensure participation in an auction. When the service the concessionaire will provide is a natural monopoly. Firms are sometimes interested, for strategic reasons, in entering a market in which, technically, there is room for only one firm. This is a case when the government should rely on exclusivity to avoid undesirable entry into the business.

欧州における鉄道改革とその経験から参考とすべき事項

1. 都市間鉄道の企業形態の概要

	輸送事業と線路事業の分離の状況	鉄道事業者の経営形態		新規建設	鉄道市場の状況 (新規参入)
		線路事業者	輸送事業者		
フランス	分離	公共企業体 (公社=RFF)	公共企業体 (国鉄=SNCF) RFFからの委託	線路事業者	新規参入を認めていない
ドイツ	分離	特殊会社1社	特殊会社4社 (長距離旅客1社、 近距離旅客1社、 貨物1社、駅1社)	線路事業者	新規参入のほとんどが輸送事業者
イギリス	分離	株式会社1社 (レールトラック関)	株式会社29社 (国内旅客26社、 国際旅客、 国内貨物、 国際貨物各1社)	可能な限り 民間 (政府方針)	旅客輸送については、フランチャイズで期間限定の営業免許制度を導入
イタリア	分離	特殊会社1社	特殊会社1社 (将来は中長距離旅客、 地域旅客、貨物の 3部門に分割)	線路事業者	新規参入は見られない
スペイン	一体	公共企業体 (高速鉄道：鉄道インフラ庁(GIF)) (高速鉄道以外：国鉄(RENFE))		線路事業者	新規参入を認めていない
スウェーデン	分離	国 (鉄道庁)	特殊会社6社 (旅客、貨物、不動産、 技術・保守、駅・ 車両サービス、IT)	線路事業者	地域政策上重要な路線で新規参入あり

1. 政策展開から参考にすべき点

1) 民営化の意図

- ・ 経営の自立による効率性追求
- ・ 国、地域の政策意図と経営の関係の明確化（分離ではない）
- ・ 経営責任、政策決定責任を有する主体の明確化
- ・ 政府資源売却による財源確保

2) 市場育成

- ・ 競争状況の想定
- ・ 市場の失敗への配慮
- ・ 段階的民営化
- ・ 新規企業参入の環境整備

3) 段階的改革

- ・ 目標年次を設定した上での段階的改革
- ・ 市場育成
- ・ 関連法体系、制度の整備
- ・ 事業体の経営体質の改善

4) 都市間交通と都市交通の分離

- ・ 都市間：各国の鉄道運営会社が他国でサービス提供して競争
都市間鉄道運営会社への補助の禁止
インフラは各国が補助して整備
- ・ 都市内：地域の責任の明確化（地域主体の確立）
各国、各地域に合せた制度採用

5) 新線建設方策

- ・ 計画と実施についての事業体（インフラ会社、組織）の関与
- ・ 経営悪化に対する歯止め
- ・ 事業体の定款に会計収支を悪化させないことを規定等
- ・ 費用負担ルールの明確化（協議等を含む）

6) 計画契約

- ・ インフラ整備方策の明確化
- ・ 国と地域と事業体の計画及びプロジェクトごとの契約をルール化
- ・ サービス水準、施設管理水準提供の義務づけ

7) インフラ使用料

- ・ 輸送サービスの種類、使用時間、市場状況、インフラ損耗度合いにより決定
- ・ 全国路線網を公正、有効に使用、鉄道貨物輸送を促進する使用量の設定
- ・ 少なくとも自国の鉄道運営会社が経営可能な使用料
- ・ スロット（運行ダイヤ）の競合問題との関係（未定）