**PROCUREMENT CONTRACT**

**ON PROVISION OF LOCAL REGULAR BUS SERVICES FOR THE CARRIAGE OF PASSENGERS IN VILNIUS CITY AND NEIGHBOURING MUNICIPALITIES**

\_\_\_\_ \_\_\_\_\_ 202\_ No. \_\_\_\_

Vilnius

Vilnius City Municipality Administration,legal entity code 188710061, registered office address Konstitucijos pr. 3, Vilnius (hereinafter referred to as "the **Municipality**"), represented by **[Insert]**, acting as   
(s) under [ **Add]**,

Municipal Enterprise "SUSISIEKIMO PASLAUGOS", legal entity code 124644360, address Laisvės pr. 10A, Vilnius (hereinafter referred to as the " **Authorised Body**"), represented by **[Insert]**, acting as   
(s) under **[Add]**,

and

**[Insert]**, company code **[Insert]**, registered office address **[Insert]** (hereafter - **Carrier**), represented by **[Insert]**, acting under **[Insert]**,

hereinafter collectively, the Municipality, the Authorised Body and the Carrier are referred to as "the **Parties**",

**Considering that:**

1. The aim is to ensure that public transport meets the needs of passengers in terms of quality and journey times, and becomes one of the first choices for residents and visitors when choosing how to travel in the city;
2. The Sustainable Mobility Plan, approved by Vilnius City Council Decision No 1-1859 of 19 December 2018 "On the Approval of the Sustainable Mobility Plan of Vilnius City Municipality", stipulates that all newly purchased public transport vehicles must be clean;
3. The aim is to increase competition in Vilnius' public transport system and to encourage Carriers to operate efficiently and provide high-quality passenger services;
4. The Carrier is able to offer quality public passenger transport services and to guarantee the required quality of public passenger transport services;
5. The Carrier has been declared the successful tenderer for the procurement No **[insert]** of the provision of services for the carriage of passengers by bus on regular local bus routes within the territory of Vilnius City and adjacent municipalities;

have concluded this public procurement contract ("the **Contract or** the **Agreement**").

1. **CONCEPTS AND INTERPRETATION OF THE CONTRACT**
   1. For the purposes of this Contract, the following terms shall have the following meanings (unless the context requires otherwise):
      1. **Traffic Management Centre** - The Carrier management and information centre of an Authorised body for the coordination of public transport traffic on routes;
      2. **E- Charging stations** - for charging vehicles, power cables, inlets and other infrastructure necessary for charging vehicles;
      3. **Evacuation service by means of transport** - a service provided in the event of the introduction of a state of emergency in the entire territory of the Republic of Lithuania or in Vilnius, in accordance with the procedure laid down in the Law on Emergency Situations of the Republic of Lithuania, by transporting inhabitants and other persons from the location specified by the Municipality - pick-up points to another location, in the case of an attack, a natural disaster caused by forces of nature (tornadoes, floods, fire), or a danger due to carelessness of human activity (e.g. a chemical factory, a weapons or munitions factory or warehouse, an accident at a hydroelectric or nuclear power station) or other disasters requiring the evacuation of the population and other persons to another area;
      4. **Funder** - a credit institution, financial institution or investment fund that provided the Carrier with funding for the acquisition of vehicles, electric charging infrastructure, and/or other infrastructure required for the performance of the Contract and/or for the performance of obligations under the Contract, with whom an agreement on direct settlement may be concluded in the cases provided for in the Contract;
      5. **Infrastructure** - means streets, roads, bridges and viaducts, and end-turning plazas carrying vehicular traffic.
      6. **Compensation for concession tickets -** reimbursement of the Carrier’s expenses (lost income) related to the application of transport concessions, established in the Law on Transport Concessions of the Republic of Lithuania under description of the procedure for reimbursement (remuneration) of Carriers’ expenses (lost income) related to the application of transport concessions approved by Resolution No. 478 of the Government of the Republic of Lithuania "On the Implementation of the Law on Transport Concessions of the Republic of Lithuania" of 28 April 2000;
      7. **Compensation for Losses** - the part of the remuneration payable to the Carrier, the procedure for payment of which is set out in Annexes 12 and 13 to the Contract and in the legislation in force;
      8. **Control stop** - an intermediate stop on the route where the punctuality of the Carrier is recorded;
      9. **“Unfulfilled journey”** - an incomplete journey is any journey which is not fully completed when the vehicle does not leave the departure point, arrive at the terminus or return to the departure point of the route at the time specified in the timetable.
      10. **"Zero journey** " means the journey required for a vehicle to start and finish a route, i.e. for the vehicle to travel from the Carrier's fleet (parking place) to the start of the route before starting the route and, after finishing the route, to return from the end of the route to the Carrier's fleet (parking place);
      11. '**Journey** ' means the movement of a vehicle on a specific route, comprising departure from the starting point of the route, arrival at the terminus of the route, and return to the starting point of the route;
      12. **Related company, enterprise, or institution** - means any company, partnership, limited liability partnership, fund, or other entity (legal or non-legal entity) which the Carrier or members of its governing bodies directly or indirectly control or which itself directly or indirectly controls the Carrier, or which, together with the Carrier or the members of its management bodies, is directly or indirectly controlled by another entity, having the right of ownership, share of capital or implementing the requirements of the legislation applicable to such a controlled company, enterprise or institution. It is considered that the Carrier or the members of its management bodies control other companies, enterprises or institutions, if it directly or indirectly: owns more than 50% of the shares or other equity securities issued by such a controlled company; or has more than 50% of the total votes granted by the shares or other equity securities issued by the controlled company; or has the opportunity to appoint or elect more than half of the members of the management or other body (except for the meeting of participants) of such controlled company; or has concluded a contract according to which the controlled company is obliged to implement the decisions and instructions of the controlling company; or is entitled to at least 50% of the assets, profits or residual claim of the controlled company;
      13. **Intermediate stop** - a stop between the starting and ending stops on a route;
      14. **Technical specification** - the technical specification for the contract, which sets out the requirements for the services and their quality, and for the means of transport;
      15. **The vehicle** is an electric bus meeting the requirements set out in the contract documents. The types of vehicles are specified in the technical specification;
      16. **Legal acts** - current legal acts of the Republic of Lithuania, international treaties and legal acts of the European Union. Abbreviations of legislation referred to in this Treaty:
          1. **ANC** - Code of Administrative Offences of the Republic of Lithuania;
          2. **Rules for the Carriage of Passengers and Luggage** - Order of the Minister of Transport and Communications of the Republic of Lithuania of 13 April 2011 No 3-223 "On the Approval of the Rules for the Carriage of Passengers and Luggage by Road Transport";
          3. **Municipal Rules for the Carriage of Passengers and Luggage** - Decision No 1-1508 of the Vilnius City Municipal Council of 29 June 2022 "On the Approval of the Rules for the Carriage of Passengers and Luggage in the Public Transport of the Vilnius City Municipality" and the Rules for the Carriage of Passengers and Luggage in the Public Transport of the Vilnius City Municipality, approved by this Decision;
          4. **CCT** - Road Transport Code of the Republic of Lithuania;
          5. **Control Regulations** - Order of the Minister of Transport and Communications of the Republic of Lithuania No 3-13(1.5 E) of 20 January 2016 "On the Approval of the Regulations on the Control of Road Passenger Transport";
          6. **LR CK** - Civil Code of the Republic of Lithuania;
          7. **Services** - public passenger transport services and evacuation by vehicle together;
          8. **Solution** - Decision of the Vilnius City Municipal Council of 27 March 2024   
             No 1-466 "On Approval of the Public Tender Procedure for the Selection of Carriers for the Provision of Passenger Carriage Services on Local Regular Bus Routes in the Territories of the City of Vilnius and Adjacent Municipalities";
          9. **Requirements for streets and roads** - Order of the Minister of Transport and Communications of the Republic of Lithuania No 3-747 of 29 November 2011 "On the Approval of Requirements for Streets and Roads Used by Regular Passenger Transport Traffic";
          10. **LPP** shall mean the Law on Public Procurement of the Republic of Lithuania (its current recast).
      17. **TPPRS** is a vehicle contravention recording system that records information on the performance of Carriers' contractual obligations;
      18. **Vehicle Reserve** - 10 (ten) per cent of the number of vehicles required to serve the routes, the number of vehicles on standby to replace vehicles that have broken down or are otherwise not functioning properly and to carry out the increased mileage of vehicles during the course of the current calendar year according to the amount stipulated in the Contract;
      19. **Schedule** - rules specifying the arrival and departure times of the vehicle at the starting, ending, intermediate and transfer point stops on the route (information on arrival/departure times at transfer point stops is provided digitally to the Carrier), the number of vehicles serving the route, and the number of journeys along the route.
      20. **Order** - a written assignment from the Municipality to the Carrier to provide public passenger carriage services on local regular transport routes, specifying the annual volume of these services, in accordance with the procedure laid down in the Agreement;
      21. **Public passenger transport services** - means the provision of passenger transport services on regular local (urban) transport routes under the conditions laid down in the Contract in accordance with the Order, at the rates laid down, which the Carrier would not undertake, or would not undertake to the same extent or under the same conditions without receiving compensation, in the light of commercial interests.
      22. **Public transport ticketing system** - A passenger ticketing system administered by an authorised body. The types and prices of passenger tickets are set by Vilnius City Municipal Council;
      23. **Public transport infrastructure** - public transport stops, stop signs, public transport stop markings, benches, pavilions, driver rest rooms at terminals;
      24. **Public Transport Control** - means the inspection of passenger tickets and passengers by the Authorised Body and the inspection of the Carrier's travel documents and contractual obligations by the Authorised Body, within the scope of the Contract.
   2. Other terms used in the Contract shall be understood as defined in the Public Procurement Law, the CCC, the Law on the Fundamentals of Transport Activities of the Republic of Lithuania, the Control Regulations, the Municipal Rules on the Carriage of Passengers and Luggage, and other normative legal acts.
   3. Rules of contract interpretation:
2. In a contract: words used in the masculine gender include words used in the feminine gender, and vice versa;
3. words in the singular form include words in the plural form, and vice versa;
4. references to sections, clauses, tables or annexes shall mean references to sections, clauses, tables or annexes of the Contract unless expressly stated otherwise;
5. References to the Agreement shall also include references to its Annexes;
6. any reference to legislation shall be construed as a reference to the current version of the legislation, except where expressly provided otherwise;
7. The headings of clauses and other provisions are for convenience of reference only and shall not affect the interpretation of the Agreement.

1.4. The documents that make up the contract must be seen as mutually explanatory and form a coherent system. For this purpose, the priority of documents shall be as follows:

1.4.1. The Technical Specification (with annexes, if any);

1.4.2 The contract and its annexes;

1.4.3. other contract documents and their explanations;

1.4.4. Carrier's tender.

1.5. The Contract shall set out the priority of the documents as follows (in the event of ambiguity or conflict, the provision in the document with the highest priority (above) shall prevail):

1.6. The Contract is governed by the law of the Republic of Lithuania.

1. **SUBJECT-MATTER OF THE CONTRACT**
   1. The subject of this Agreement is:
      1. The Carrier undertakes to provide public passenger carriage services in the public transport system of Vilnius in accordance with the timetables approved in accordance with the established procedure, on the routes established by the Authorised Body (the preliminary list of routes is set out in Annex 2 to the Contract) in accordance with the requirements of the Contract and the legal acts for such services. The Carrier shall provide public passenger transport services in accordance with the mileage provided by the Authorised Body. A Carrier may not charge passengers any additional fees for the provision of public passenger transport services;
      2. The Carrier undertakes to provide the evacuation service by means of the vehicles ordered by the Municipality in accordance with the procedures and deadlines set out in this Agreement;
      3. The Municipality undertakes to fulfil its obligations under this Contract in a proper and timely manner and to pay the Carrier for the services duly rendered in accordance with the procedure and within the time limits set out in this Contract;
      4. The Authorised Body shall undertake to fulfil the obligations assumed in this Agreement in a proper and timely manner in the fields of the organisation of public transport, the distribution of remuneration revenue, the provision and servicing of electronic ticketing equipment, and the control of public transport.
   2. Scope of public passenger transportation services: the planned total maximum mileage of all routes during the period of public passenger transportation services (including the extension provided for in the Contract) is 126100000 (one hundred twenty six million one hundred thousand) kilometers. The preliminary annual (12-month) total mileage of 9700000 (nine million seven hundred) kilometers is determined for each year of public passenger transportation services, which, in accordance with the principles of changing (increasing and reducing) of the scope of public passenger transport services established in the Contract, may be increased by no more than 30 (thirty) percent or reduced by no more than 15 (fifteen) percent from the planned preliminary annual (12 months) total mileage of the routes specified in this point. If the Carrier does not provide public passenger services for the whole calendar year (or at least one of the phases of public passenger services does not start from the beginning of the year), the mileage shall be estimated/estimated proportionally lower for the purpose of planning the total mileage for this year (taking into account the number of days of the service remaining to be provided in that year and the starting periods of the different phases of the service). The planned mileage of evacuation vehicle services during the period of public passenger transportation services (including the extension stipulated in the Agreement) is up to 70000 (seventy thousand) kilometers.
   3. Detailed breakdown of the volume of public passenger transport services by type of vehicle:

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| **Vehicle and type of vehicle** | **Planned total maximum mileage of the routes during the period of operation of the public passenger service (including possible extension)** | **Planned annual (12-month) total mileage in kilometers for the following type(s)** |
| Low-Capacity Bus (LCB) | 9620000 (nine million six hundred twenty thousand) kilometers. | 740000 (seven hundred and forty thousand) kilometers, which can be increased by no more than 30 (thirty) percent. or reduced by no more than 15 (fifteen) percent. |
| Midi Bus | 116480000 (one hundred sixteen million four hundred eighty thousand) kilometers. | 8960000 (eight million nine hundred sixty thousand) kilometers, which can be increased by no more than 30 (thirty) percent. or reduced by no more than 15 (fifteen) percent. |

* 1. For the first year of the public passenger service, the mileage planned for the first year of the public passenger service shall be specified by the Authorised Body in a letter to the Carrier, in agreement with the Municipality, informing the Carrier of the commencement of the public passenger service (clause 3.10.2 of the Agreement). For each subsequent year of operation of public passenger transport services, the Municipality shall submit to the Carrier, by 1 December, an order for the following year, indicating the planned total annual (12-month) mileage of the Carrier's vehicles in kilometres and a breakdown of this mileage by type of vehicle (type). If the Municipality fails to submit an order by the date specified in this clause of the Agreement, it is deemed that the planned total annual mileage of the Carrier’s vehicles specified in the last order submitted by the Municipality to the Carrier is valid for the next year by adding to this mileage the increased mileage ordered by the Authorized Institution during the previous calendar year or the planned total annual mileage of the Carrier’s vehicles specified in clause 2.2 of the Contract (applies if the Municipality still has not placed an order with the Carrier in accordance with the Agreement) and the mileage detailed in clause 2.3 of the Contract according to the type of vehicles.
  2. Principles of changing (increasing and reducing) the scope of public passenger transport services:
     1. the mileage of the routes serviced by the Carrier may be increased by a total of up to 30% without separate coordination with the Carrier for five calendar years of the provision of public passenger transport services from the start of the provision of public passenger transport services (Clause 3.10.2 of the Agreement), calculating from the total planned annual Carrier's vehicle mileage (in kilometers) specified in Clause 2.2 of the Contract. For the sixth and subsequent calendar years of the provision of public passenger transportation services, an increase in the mileage of routes, which is calculated from the planned total annual (12 months) mileage of the Carrier's vehicles determined for the fifth calendar year of the provision of public passenger transportation services, is possible only with the consent of the Carrier, except for a possible increase in the mileage of the year in progress (Clause 2.5.4 of the Contract), which is possible without separate agreement with the Carrier;
     2. servicing of increased mileage of serviced routes, for the performance of which the Carrier needed to acquire additional vehicles in accordance with Clause 2.8.1 of the Contract, is guaranteed to the Carrier for no less than 36 (thirty-six) months from the moment of the commencement of the increased mileage service and the mileage increased during this period for the performance of which in accordance with Clause 2.8.1 of the Contract the Carrier was required to provide additional vehicles is not reduced, except for a possible reduction in mileage during the year (Clause 2.5.4 of the Contract) and reduction of the mileage after transferring the mileage that is not serviced by the Carrier to an alternative carrier in accordance with the procedure established in Clause 2.9 of the Contract. After the end of the 36 (thirty-six) month period, the increased mileage of serviced routes may be reduced according to the rules set forth in this Contract;
     3. when reducing the annual mileage of the routes serviced by the Carrier after the end of the period specified in Sub-clause 2.5.2 of the Contract, during which the increased mileage is ensured (guaranteed) for the Carrier, the mileage may be reduced by no more than 10 percent of the planned total annual (12 month) mileage of the Carrier’s vehicles ordered for the previous year. Mileage reduction of more than 10 percent of the planned total annual (12 month) mileage of the Carrier’s vehicles ordered for the previous year is possible with the Carrier’s consent or without the prior consent of the carrier, if the reduction is based on newly revealed circumstances of force majeure[[1]](#footnote-2). The mileage of the routes served by the Carrier cannot be reduced by more than 15%, calculated of the planned total annual mileage of the Carrier’s vehicles (in kilometers) specified in Clause 2.2 of the Agreement;
     4. within a year, without separate coordination with the Carrier, a change (increase or decrease) of not more than 5% in the Carrier's service mileage from the planned total annual mileage of the Carrier's vehicles (booked mileage) for that year, determined in accordance with the procedure provided for in Clause 2.4 of the Contract, is permitted. When the Authorised Body makes a reduction in mileage during the year on the basis of this sub-clause of the Agreement, the mileage after the reduction shall not be less than 8245000 (eight million two hundred forty five thousand) kilometres[[2]](#footnote-3). When an Authorised Body carries out a mileage increase during the year on the basis of a sub-clause of this Agreement, the mileage after the increase shall not exceed 12610000 (twelve million six hundred ten thousand) kilometres[[3]](#footnote-4). The Carrier may use up to a maximum of 5% of the Vehicle Reserve to service the increase in mileage during the year in accordance with this sub-clause.  The Carrier shall be given at least five (5) working days to prepare for the increased or surge mileage, unless the Authority and the Carrier agree on an earlier start date for the increased or surge mileage.
  3. The planned mileage of the Carrier's vehicles separately for each type of vehicles for the current month is provided to the Carrier by the Authorized Body, taking into account the planned total annual mileage of the Carrier’s vehicles in kilometers specified in the letter regarding the commencement of the provision of public passenger transportation services or the one that is ordered. The procedure for submitting and coordinating the planned mileage of the Carrier's vehicles for the current month is set out in Annex 3 of the Agreement "Procedure for the organization and execution of routes".
  4. The Authorized Institution, during the calendar year, having previously coordinated the need for increased mileage with the Municipality, has the right to inform the Carrier’s person responsible for the performance of the Contract about the need for increased mileage. The mileage increased during the calendar year, specified by the Authorized Institution is included in the order of the Municipality for the following year.
  5. The timing and order of mileage increases depends on the demand for vehicles to service the increased mileage:
     1. The Carrier shall, upon notification of an increased mileage requirement for which, in the reasonable opinion of the Authority, the Carrier requires additional vehicles, commence the implementation of the increased mileage with properly prepared vehicles and shall ensure a reserve of the required amount of vehicles, by providing additional vehicles, not later than 12 (twelve) months from the date of the notification of the Authority's notification of the need for additional vehicles to the reserve of vehicles. In this case, the additional number of vehicles to be allocated to the Vehicle Reserve by the Carrier within the time limit set out in this clause of the Contract shall be calculated on the basis of the number of vehicles which, in the reasonable judgement of the Authority, is required to serve the total mileage of the Routes (including any increase in mileage). If the Carrier, at its discretion, uses more vehicles for the operation of the routes than in the reasonable judgement of the Authority, the Carrier shall not be required to build up a reserve of vehicles over and above the additional vehicles used by the Carrier for the provision of public passenger transport services. The Carrier understands and acknowledges that if the result of the number of reserve vehicles (for each vehicle type separately) has a comma (e.g. 1.1; 2.2, etc.) in the calculation and determination of the required reserve of vehicles, this means that the Carrier must allocate one additional vehicle to the reserve of vehicles;
     2. The Carrier, upon receiving notification of a need for increased mileage, for the performance of which, in the reasonable assessment of the Authorized Institution, the Carrier does not need additional vehicles or when, in the case provided for in the Contract, vehicles from the vehicle reserve are used to service the increased mileage during the year, must start servicing the increased mileage with properly prepared vehicles at the time specified in the authorized institution’s notification of the need for increased mileage. The Carrier must be given at least 5 (five) working days to prepare for the servicing of the increased mileage, except in cases where the Authorized Institution and the Carrier agree on an earlier deadline for the servicing of the increased mileage.
     3. The Carrier may use used (not new) vehicles of a different manufacturer than those specified in the Carrier's bid, all vehicles that meet the requirements set forth in the procurement documents for vehicles, manufactured no earlier than the deadline for submission of bids for procurement, for the servicing of the increased mileage.
  6. If the Carrier fails to perform more than 3 (three) percent of all trips in the relevant month for 3 (three) consecutive calendar months, each of these months, counting only the trips the non-performance of which is not justified in accordance with the procedure established in the Contract, the Authorized Institution has the right to temporarily transfer to an alternative carrier, Selected by the Authorized Institution to service the mileage not serviced by the Carrier (hereinafter – the alternative carrier), all or part of all trip mileage that was not serviced during 3 (three) months, counting only the mileage of voyages whose non-performance is not justified in accordance with the procedure established in the Contract, and accordingly adjust the Carrier’s timetables and adapt them to the Carrier’s trip mileage that is actually possible.
  7. The transfer of the mileage not serviced by the Carrier to the alternative carrier for temporary servicing provided for in Clause 2.9 of the Agreement is carried out in the following manner:
     1. The Authorized Institution informs the Carrier of the intention to exercise the right to transfer the mileage not serviced by the Carrier to the alternative carrier within 30 (thirty) calendar days from the end of the third month, during which more than 3 (three) percent of all routes of the respective month were not completed, and indicates the unused mileage that it intends to transfer to the alternative carrier. If the Authorized Institution does not inform the Carrier of such intention within the term specified in this Clause of the Contract, it means that the Authorized Institution will not exercise this right, but this does not limit the possibility of exercising this right in the future, if the Carrier repeatedly fails to service the number of routes specified in Clause 2.9 of the Contract within the respective period;
     2. The mileage not serviced by the Carrier is temporarily transferred to the alternative carrier for a period of no longer than 180 (one hundred and eighty) days, counting from the day when the alternative Carrier selected by the Authorized Institution began to service the mileage not serviced by the Carrier. Before at least one third of the period in which the mileage not serviced by the Carrier is transferred to the alternative carrier, the Carrier provides the Authorized Institution with information on the measures it has taken to improve the servicing of the routes, justifying that the Carrier is adequately prepared to service the mileage temporarily transferred to the alternative carrier. If necessary, the Authorized Institution may ask the Carrier to provide additional or clarify information and/or data about the measures taken to improve the servicing of routes. At least 10 (ten) working days before the end of the period during which the mileage not serviced by the Carrier is transferred to the alternative carrier, the Authorized Institution makes a reasoned decision to return the mileage serviced by the alternative carrier to the Carrier for servicing or, if the Carrier has not justified that it is adequately prepared to service the mileage temporarily transferred for servicing to the alternative carrier, the Authorized Institution may extend the servicing of the non-serviced mileage transferred to the alternative carrier for a period of no more than 180 (one hundred and eighty) days. The number of extensions is unlimited;
     3. After the Authorized Institution informs the Carrier about the intention to exercise the right to transfer the mileage not serviced by the Carrier to the alternative carrier, the Authorized Institution undertakes not to delay unreasonably and to ensure that the alternative carrier commences servicing of the mileage not serviced by the Carrier in accordance with this Contract no later than within 3 (three) months from the day of notification of the Carrier about the intention to exercise the right to transfer the mileage not serviced by the Carrier days to the alternative carrier. The Carrier understands and confirms that the alternative carrier may use vehicles of a different type than those required under this Contract (for example, vehicles with an internal combustion engine) to service the routes;
     4. in this case, when transferring mileage not serviced by the Carrier or its part to the alternative carrier for temporary service, the unscheduled change of the Carrier’s route timetables (frequency) is carried out in accordance with the procedure set out in Annex 3 to the Contract "Route organization and servicing procedure".
     5. until the alternative carrier begins to service the mileage or part of this mileage that is not serviced by the Carrier, the Carrier shall be subject to the penalties provided for in the Contract for failure to perform the scheduled trip according to the scheduled (planned) route mileage before the unscheduled change of the Carrier’s route timetables;
     6. after the alternative carrier starts to service the mileage that is not being serviced by the Carrier or a part of this mileage, the Carrier shall not be subject to the limitations provided for in the Contract for the mileage temporarily taken over by this carrier until the alternative carrier completes the mileage not serviced by the Carrier, however, if the rates for the provision of public passenger transportation services of the alternative carrier are higher than the rates for the provision of public passenger transportation services applicable under this Contract (recalculated in accordance with the Contract), the Carrier must compensate for the difference in the price of the mileage not serviced by the Carrier due to the higher rates of passenger transportation services of the alternative carrier.
  8. Stages of implementation of the contract (in part regarding the provision of public passenger transport services):
     1. periods of preparation for providing public passenger transport services:
        1. The start of the provision of services of stage I - no later than within 638 (six hundred and thirty-eight) calendar days from the date of entry into force of the Agreement, or, if the Carrier offers an earlier start of the provision of services, - no later **than [insert] (NOTE: the I specified in the Carrier's offer is entered phase service start date);**
        2. The beginning of the provision of services of stage II - no later than within 697 (six hundred and ninety-seven) calendar days from the date of entry into force of the Agreement.

2.11.2. Term of service provision of stage I: 7 years (84 months) from the end of preparation for service provision of stage I;

2.11.3. Phase II service provision term: from the start of Phase II service provision to the end of Phase I service provision term;

2.11.4. Term of service provision of stage III: from the start of service provision of stage III to the end of the term of service provision of stage I.

* 1. If the Carrier or the Municipality has not committed a fundamental breach of the Contract, does not perform the Agreement with the permanent deficiencies specified in Clause 15.2 of the Contract and the Carrier or the Municipality has not been informed of the termination of the Agreement on any of these grounds, the terms of providing public passenger transport services specified in Clause 2.11.2 to 2.11.3 of the Contract shall be extended without a separate written agreement automatically for a period of 3 (three) years (36 months) without changing other terms of the Contract.

1. **PREPARING FOR PUBLIC PASSENGER TRANSPORT SERVICES**
   1. The Carrier must manage the following number of vehicles at the moment of the start of service provision (the number is specified without the required reserve of vehicles, which the Carrier will have to provide additionally prior to the moment of the commencement of the service provision):
      1. In stage I – at least [insert] (**NOTE: enter the number of respective vehicles specified in the Carrier’s bid**) midi-type buses;
      2. In stage II - at least [insert] (**NOTE: enter the number of respective vehicles specified in the Carrier’s bid**) midi-type buses and [insert] (**NOTE:** **enter the number of respective vehicles specified in the Carrier’s bid**) low capacity (LCB) buses.
   2. The Carrier, preparing for the provision of services, during the period of preparation for providing public passenger transport services specified in clause 2.11.1 of the Agreement, must:
      1. obtain and submit to the Authorised Body a transport operating licence issued by the Lithuanian Transport Safety Administration (LTSA), which entitles the Carrier to carry passengers by bus and coach (applicable to Carriers registered in a Member State of the European Union, a Member State of the European Economic Area, the Swiss Confederation or a third country);
      2. equip and/or manage a fleet of vehicles with all the necessary infrastructure (including a control room) for the provision of public passenger transport services and the maintenance of the vehicles;
      3. installing and/or managing an e-charging infrastructure for vehicle charging to ensure proper fulfilment of contractual obligations;
      4. to deliver the number of vehicles required to serve the mileage covered by this Contract and to provide the required reserve of vehicles;
      5. to ensure that the electronic ticketing equipment handed over to it is installed in the vehicles and that the requirements for the fitting out and decoration of the vehicles set out in Annex 2 to the Contract, 'Requirements for the provision and quality of passenger transport services', are met;
      6. ensure that it has a sufficient number of drivers and other professionals to ensure the proper performance of its obligations under the Contract;
      7. develop and agree with the Authorised Body the Carrier's Customer Service Standard, which will detail the implementation of the requirements for the provision of public passenger transport services set out in this Agreement and its Annexes;
      8. installing and/or managing software to manage the timetabling of routes;
      9. to carry out such other acts and preparations as may be necessary for the proper operation of the public passenger transport services in accordance with the requirements laid down in this Agreement and its Annexes.
   3. The cost of the fleet of vehicles, the installation and/or management of the e-charging infrastructure, the installation of e-ticketing equipment in the vehicles and other costs of preparation for the provision of public passenger transport services (hereinafter collectively referred to as "the **costs of preparation for the provision of public passenger transport services**") shall be included in the rates for the public passenger transport services provided by the Carrier. The Carrier confirms that it understands that the Municipality and the Authorised Body will not reimburse or otherwise compensate for the costs of preparation for the provision of public passenger transport services (including in the event that the Contract is terminated before the expiry of the term of the provision of the public passenger transport services due to the fault of the Carrier or for reasons attributable to it). An increase in the cost of preparing to provide public passenger transport services or the occurrence of unforeseen costs for the Carrier shall not entitle the Carrier to suspend performance of the Contract or to withdraw from the Contract on this basis. The Carrier's actions would constitute a material breach of the Contract by the Carrier.
   4. Procedures for the provision and installation of electronic ticketing equipment during the period of preparation for the operation of public passenger transport services:
      1. before the Carrier commences to provide public passenger transport services, all vehicles used for the operation of the services must be fitted with electronic ticketing equipment provided by the Authorised Body;
      2. The Carrier shall ensure that at the time of manufacture of the vehicles, the wiring and connectors for the connection of the e-ticketing equipment are factory installed in the vehicles in accordance with the wiring diagram in Annex 4 to the Contract, "Descriptions and Requirements for the Electronic Ticketing System and Related Equipment", and that the brackets are installed, and any other work necessary for the installation of the electronic ticketing equipment in the vehicles and for the correct and uninterrupted functioning of the equipment is performed;
      3. The Authorised Body shall, at its own expense and resources, ensure that the Electronic Ticketing Equipment (without accessories) is made available to the Carrier no later than twelve (12) months from the date of receipt of the Carrier's relevant request. The authorised body shall inform the Carrier in writing upon receipt of the electronic ticketing equipment (without accessories). The Carrier shall collect the Electronic Ticketing Equipment from the location specified by the Authorised Body in Vilnius at its own expense and resources. The initial quantity of e-ticketing equipment allocated to the Carrier shall be calculated on the basis of the number of vehicles operated by the Carrier (including the reserve of vehicles) as specified in Sub-clauses 3.1.1 - 3.1.3 of Clause 3.1 of the Contract, respectively by type of vehicle (type). Additional units of electronic ticketing equipment may, at the Carrier's request, be made available to the Carrier on a lease basis in accordance with the procedure and under the terms and conditions set out in Annex 14 to the Contract, "Procedure for Lease of Electronic Ticketing Equipment". When the Carrier collects the Electronic Ticket Equipment from the location specified by the Authorised Body in Vilnius, the Electronic Ticket Equipment shall be handed over to the Carrier and the Authorised Body by signing the Electronic Ticket Equipment Handover-Acceptance Act, which shall be signed in two (2) copies of equal legal force (except in cases when the Electronic Ticket Equipment Handover-Acceptance Act shall be signed by a secure electronic signature), one copy for each party. The signed act of transfer and acceptance of the electronic ticketing equipment shall specify the value of the units of electronic ticketing equipment transferred to the Carrier. From the moment of signing of the act of transfer and acceptance of the electronic ticket equipment and until the return of the electronic ticket equipment to the Authorized Institution or the persons using it to perform the Agreement, the Carrier shall be liable for the value of the equipment, which will be indicated in the act of transfer and acceptance of the electronic ticket equipment, for the destruction or loss of the equipment handed over to the Carrier, unless the destruction or loss of the equipment is directly caused by the actions or omissions of the Authorised Body or of the persons it has engaged to carry out the Contract. Upon signing of the act of transfer and acceptance of the electronic ticketing equipment, the ownership of the electronic ticketing equipment transferred shall not pass to the Carrier. The Authorised Body shall remain the legal manager of the Electronic Ticketing Equipment (and related software) and shall ensure the maintenance and servicing of the Electronic Ticketing Equipment handed over to the Carrier in accordance with the procedures set out in this Contract;
      4. The Carrier shall, at its own expense, resources and capabilities, ensure that the e-ticketing equipment provided to it is installed in the vehicles in accordance with the instructions of the manufacturer of the e-ticketing equipment and the instructions of the Carrier/installer of the electronic ticketing equipment.
   5. Procedures for checking and assessing the conformity of vehicles with electronic ticketing and other equipment to be used for the provision of public passenger transport services:
      1. The Carrier, having carried out the installation works of the electronic ticketing equipment, shall, before commencing the provision of public passenger transport services, deliver the vehicles to be used for the provision of public passenger transport services, with the electronic ticketing equipment installed, which are fully prepared for the provision of public passenger transport services to the place specified by the Authority, in Vilnius city, and enable the representatives of the Municipality and/or the Authority or the Commission to inspect and assess the vehicles prepared for the provision of public passenger transport services, with the electronic ticketing equipment and other equipment installed in them. At the reasoned request of the Carrier, the said inspection may be carried out at another location (outside Vilnius) with the consent of the Authorised Body, but in this case the Carrier shall pay or reimburse all costs related to the inspection of the vehicles at the other location (including accommodation, travel to the location, meals, etc.);
      2. the inspection and evaluation of the vehicles shall be carried out no later than 30 (thirty) calendar days after the delivery of the vehicles to the location specified by the Authorised Body in Vilnius city or the arrival of the persons participating in the inspection and evaluation at the inspection location. The inspection shall assess the conformity of the vehicles delivered in a particular phase with the technical characteristics of the vehicles specified in the Carrier's tender and with the requirements set out in the contract documents, and the quality of the Carrier's installation of the e-ticketing equipment. The contractual deadline for the preparatory phase for the provision of public passenger transport services shall be extended by the number of days for which the delay in the assessment is attributable to the fault of the Authorised Body or the Municipality or to reasons attributable to the Authorised Body or the Municipality vehicles equipped with electronic ticketing and other equipment for the provision of public services beyond the time limits laid down in the Contract;
      3. the results of the evaluation (i.e. the conformity of the vehicles with the technical characteristics of the vehicles specified in the Carrier's tender and the requirements laid down in the procurement documents and the adequacy of the work carried out to install the electronic ticketing equipment) shall be communicated to the Carrier by the Authority either in writing or by e-mail. If, during the inspection, deficiencies are found in the installation work and/or other equipment of the vehicles and/or e-ticketing equipment, the Carrier shall be informed of the deficiencies in writing or by e-mail. In this case, the Carrier shall be obliged to correct/remedy the deficiencies at its own expense and resources. The Carrier must immediately inform the Authorised Body in writing or by email of the rectified/removed deficiencies and provide evidence of the rectification/removal. The Authorised Body, upon receipt of the Carrier's notification with evidence of the rectification/removal of the deficiencies, may, at its option, confirm that the deficiencies have been properly rectified/removed without further inspection, or may request the Carrier to submit the vehicles in which deficiencies in the installation work of the vehicle and/or e-ticketing equipment and/or any other equipment have been noted for re-inspection. If the inspection does not reveal any deficiencies in the installation work and/or other equipment of the vehicles and/or e-ticketing equipment, the Authorised Body shall inform the Carrier that the vehicles and the equipment contained therein comply with the requirements;
      4. A Carrier prepared to operate a public passenger service may use for the operation of the public service only vehicles which have been assessed in accordance with the procedure laid down in this Clause of the Agreement and the relevant sub-clauses of this Clause and which comply with all the requirements for vehicles and their equipment.
   6. The procedures for the delivery and installation of e-ticketing equipment set out in clause 3.4 of the Contract (only a period of up to 9 months for the provision of electronic ticket equipment to the Carrier (without accessories) applies) and the procedures for the conformity assessment of vehicles equipped with e-ticketing and other equipment set out in clause 3.5 shall apply *mutatis mutandis* to the vehicles delivered to serve increased mileage and the e-ticketing and other equipment on board them.
   7. The Carrier must provide public passenger transportation services by vehicles of the model and brand specified in the Carrier’s bid, except if the model or make of the vehicle has been changed in accordance with the procedure set forth in Clauses 19.2 and 19.3 of the Contract (and the corresponding Sub-clauses of this Clause), and in the cases provided for in the Contract, when the mileage of the routes is allowed to be serviced by vehicles of another model or make.
   8. The Carrier shall prepare and submit to the Authorised Body for approval, in accordance with the procedures set out in this Agreement, a schedule of preparation for the provision of public passenger transport services (hereinafter referred to as the "Schedule") no later than 20 (twenty) working days after the date of entry into force of the Agreement. The timetable shall clearly identify the steps - phases - referred to in clauses 3.2.1 to 3.2.8 of Clause 3.2 of the Contract for the preparation of the provision of the public passenger transport services. The timetable shall be aligned with the starting dates of the phases of the public passenger services referred to in point 2.11.1 of the Agreement. The notified body shall, after having consulted the submitted timetable, provide comments, if any, on the deficiencies/errors of the submitted timetable in writing or by e-mail within 10 (ten) working days of receipt of the timetable, which shall be taken into account by the Carrier. The Carrier shall adjust the timetable and submit it to the Authorised Body no later than 10 (ten) working days after receipt of the Authorised Body's comments. In the event that the Carrier does not take into account or otherwise incorporate the comments of the Authority into the Schedule without reasons and/or motives, the timetable shall apply as if the reasonable comments regarding the timetable made by the Authority were an integral part of the timetable, having priority over the information provided by the Carrier (which may be stated in writing by the Authority where appropriate). If the Delegated Authority does not comment on the Schedule within the time limit set out in this clause of the Agreement, the Delegated Authority shall be deemed to accept the submitted Schedule and shall have no objections. The coordination of the timetable shall not affect the deadlines for the commencement of the phases of the public passenger services referred to in Clause 2.11.1 of the Agreement and shall not relieve the Carrier of its liability for missing such deadlines due to the coordination of the timetable. Adjustments to the Schedule may be made only after such adjustments have been agreed with the Authorised Body and have received the written approval of the Authorised Body, however, the period of preparation for providing public passenger transport services and the set date for the commencement of provision of public passenger transport services must not change due to the corrections of the timetable.
   9. The Carrier shall inform the Authorised Body in writing of the completion of the preparations for the operation of public passenger transport services by providing the data and documents justifying the completion of the preparations referred to in Clause 3.2.1 to 3.2.8 of Clause 3.2 of the Agreement.
   10. The Authorised Body shall, within 10 (ten) working days after receiving the data and documents from the Carrier, assess the Carrier's readiness to provide public passenger transport services:
       1. if the Authorised Body has observations on the Carrier's preparation for the provision of public passenger transport services, the Authorised Body shall inform the Carrier in writing and the Carrier shall remedy the deficiencies in its preparation;
       2. if the Authorized Body has no comments on the Carrier's readiness public passenger transport services for the provision of public passenger transport services, the Delegated Authority shall inform the Carrier in writing of the commencement of the provision of public passenger transport services, specifying the date of commencement of the provision of such services, which shall not be sooner than five (5) working days and later than ninety (90) calendar days after the date of the letter from the Delegated Authority on the date of dispatch to the Carrier of the date of commencement of the public passenger transport services;
       3. The procedure for assessing the Carrier's readiness to operate public passenger services, including the inspection and assessment of vehicles in accordance with the procedures and time limits laid down in the Contract, shall not extend or otherwise affect the time limits for the readiness to operate public passenger services. The Carrier must organise the preparation for the provision of public passenger services in such a way that it submits the results and documents to the Authority in such a way that the Authority has time to comment on them and the Carrier has time to make adjustments in such a way that it completes the preparation for the provision of the public passenger services on time and within the time limits for the preparation provided for in the Contract.
2. **PROCEDURE FOR THE PROVISION OF THE EVACUATION BY MEANS OF TRANSPORT SERVICE**
   1. In the event of a state of emergency in the entire territory of the Republic of Lithuania or in Vilnius, as provided for by the Law on the State of Emergency of the Republic of Lithuania, the Carrier providing the service of evacuation by means of vehicles shall pick up persons from the place(s) indicated by the Municipality and transport them (with their drivers) to the indicated place(s) on the territory of the Republic of Lithuania within the period specified by the Municipality. The Carrier may not refuse to provide the evacuation by means of vehicles service on the grounds of Force Majeure. The Carrier understands and acknowledges that it is the management of force majeure that is the reason for the purchase of the evacuation service. The municipality requires that the evacuation by vehicle service must be available at all times of the day (including night time). The evacuation service may be ordered during the same period as the public passenger services are provided.
   2. The evacuation vehicle service is procured on the basis of the Municipality's needs. The Municipality is not obliged to purchase the entire maximum quantity (volume) of this service provided for in the Contract.
   3. During the period of operation of the evacuation by means of means of transport service , the Carrier shall not provide public passenger transport services or, if the ordered scope of the evacuation by means of means of transport service requires only a part of the vehicles for the provision of this service, the public passenger transport services shall be provided during the period of operation of the evacuation by means of means of transport service according to specially adapted timetables.
   4. In the event that the public passenger transport services are not provided during the period of provision of the evacuation by means of vehicles service, the Carrier shall not be liable for the non/proper provision of the public passenger transport services as provided for in this Agreement and the Carrier shall not be liable for the non/proper provision of the public passenger transport services. The Carrier may is not mandated to apply the measures specified in Section 11 of the Contract "Criteria of economic efficiency" for the provision of service of evacuation by vehicles. After the end of the evacuation by means of vehicles service, shall resume normal operation of the public passenger transport services within 3 (three) working days, unless this is not possible due to force majeure or the Carrier and the Authorised Body agree on a different date for the resumption of the public passenger transport services.
   5. The Municipality shall inform the person designated by the Carrier to be responsible for the performance of the Contract of the need for the service of evacuation by vehicles and of the termination of the execution of the order for this service (applicable if the service of evacuation by vehicles has been required for a shorter time than planned). The municipality shall specify in the order the specific time for the start of the service of evacuation by vehicles at least one (1) hour before that time or shall specify that the service of evacuation by vehicles is to be started immediately. If the Municipality specifies in the order that the service of evacuation by vehicles shall commence immediately, the Carrier shall ensure that the provision of the service of evacuation by vehicles has commenced (i.e. the persons have been picked up from the place(s) of evacuation specified by the Municipality) as expeditiously as possible, but at the latest within one (1) hour from the time of receipt of the relevant order of the Municipality. From the moment of receipt of the order, the Carrier may discontinue, in whole or in part, the provision of the public passenger transport services (depending on the number of vehicles necessary for the provision of the service of evacuation by vehicles), by eliminating the vehicles necessary for the provision of the service of evacuation by vehicles from the operation of the routes served in providing the public passenger transport service. If the Municipality orders the cancellation of the execution of the order for the service of evacuation by vehicles, the Carrier must completely cease the execution of the order for this service within 1 (one) hour from the moment of receipt of the relevant instruction by the Municipality.
   6. Upon completion of the evacuation by means of vehicles service, the Carrier shall submit to the Municipality and the Authorised Body an act of acceptance of the evacuation by means of means of vehicles service, together with a report, indicating and detailing the mileage of the Carrier's vehicles driven during the provision of the evacuation by means of means of vehicles service, separately for each type of vehicle (type).
   7. The evacuation by means of vehicles service shall be accepted by the Municipality and the Carrier by signing the acceptance-transfer act for the evacuation by means of vehicles service . The Carrier shall be responsible for the preparation and submission to the Municipality of a certificate of acceptance and handover of the evacuation service. The acceptance and handover certificate for the evacuation by means of a means of transport service shall be submitted after the full order for the evacuation by means of a means of transport service has been completed.
   8. The Carrier shall be paid for the mileage covered by the evacuation service at the rate calculated in accordance with the procedure laid down in Clause 8.4 of the Contract, taking into account the number, type and mileage of the vehicles used for the evacuation service.
3. **RIGHTS AND OBLIGATIONS OF THE PARTIES**
   1. **The Carrier undertakes:**
      1. to prepare and commence, at its own expense and with its own resources, to operate the public passenger service in the specified phases in accordance with the time limits laid down in the Contract;
      2. to provide public passenger transport services on the routes specified by the authorised body in accordance with the procedures set out in this Agreement, in accordance with the order submitted by the Municipality, in compliance with the requirements for public passenger transport services and their quality set out in Chapter 9 of the Agreement, "Requirements for public passenger transport services and their quality", as well as with the requirements of other legal acts applicable to the Agreement. The Carrier shall indemnify the Municipality and the Authorised Body against any costs and/or damages incurred by the Carrier in the event that the Carrier fails to comply with the Contract and/or the requirements of the legislation and, as a consequence, the Municipality and/or the Authority is subject to any claims and/or proceedings against the Municipality and/or the Authorised Body;
      3. in the event of a state of emergency in the entire territory of the Republic of Lithuania or in Vilnius, in accordance with the procedure established by the legislation, to provide evacuation by means of vehicles in accordance with the legislation in force, the instructions of the Municipality and the Authorised Body;
      4. ensure that vehicles delivered for the operation of public passenger transport services and for the servicing of increased vehicle mileage are already decorated at the time of delivery in accordance with the design agreed with the Authority and that the compliance of the vehicles with the design requirements is ensured throughout the for the duration of the public passenger transport service;
      5. provide all the resources (including human resources) and facilities necessary for the proper performance of the Agreement;
      6. operating, maintaining, repairing and renewing the vehicles used for public passenger transport services. If, during the performance of the Contract, it is necessary to renew/replace the vehicles used for the provision of the public service with new vehicles due to the fact that these vehicles are no longer suitable for the provision of the public passenger service (e.g. due to irreparable breakdown, damage or destruction), the Carrier shall ensure that the new vehicles comply with the technical characteristics of the vehicles and other vehicle requirements as specified in the technical specification and the Carrier's offer (additional vehicles used for the increased mileage changed in accordance with the procedure established in the Contract must meet the requirements set forth in Sub-clause 2.8.3 of the Contract);
      7. ensure that drivers of vehicles provide information to the operators of the Traffic Operation Centre, in accordance with the established procedures, on traffic conditions, accidents, obstacles on roads or streets and other events affecting the provision of public passenger transport services, as well as on changes in the flow of passengers at stops and in vehicles, and comply with the instructions of the operators of the Traffic Operation Centre, in relation to the functions and duties performed by the operators of the Traffic Operation Centre   
         (i.e. rerouting, rescheduling, checking punctuality, etc.);
      8. within 5 (five) working days after receipt of the relevant request, provide the Authorised Body and the Municipality with any information they have specified in the form requested, which is relevant to the services provided (applicable where the Contract does not specify a specific form and/or timeframe for the provision of information/data). In the event of a request for extensive and/or complex information under this sub-clause of the Contract, the time limit may be extended by up to 10 (ten) additional working days for the Carrier to provide the requested information/data upon a reasoned request;
      9. ensure compliance with occupational safety, fire safety, environmental protection, protection of personal data and labour law requirements (including the Carrier's drivers' working and resting time in accordance with the requirements set out therein) applicable to the provision of public passenger transport services;
      10. to ensure the planning and management of the Carrier's operations, the infrastructure necessary for the provision of the services, the resources and resources required for the provision of the services, the means of transport, and effective communication with the other Parties to ensure the proper preparation and quality of the services;
      11. ensure that the Carrier's officers, employees, agents, other persons employed, controlled or acting on behalf of the Carrier, directly or through intermediaries, do not offer, promise, give, give or allow to be given to the Authorised Body and/or the Municipality, their officers, their individual employees, their agents, persons employed, controlled or acting on their behalf, or any other third parties, in connection with the execution of this Agreement, take any improper pecuniary or other advantage (and shall not give any indication that it will or may do so in the future), solicit or induce the Authorised Body and the Municipality, their officers, employees, agents, representatives, or any person engaged by, controlled by, or acting on behalf of them to commit, or participate in the commission of, any other offence of a corrupt nature, as defined by law, or other act of a corrupt nature, in connection with the performance of this Agreement. The Carrier undertakes to comply with the Law on Prevention of Corruption of the Republic of Lithuania and other legal acts, to take the necessary measures to prevent the Carrier's managers, employees, representatives, agents, subcontractors, controlled persons or any other third parties acting on behalf of the Carrier from committing any corruption-related violations of law or any other corruption-related acts in connection with the execution of the present Agreement;
      12. to allow and facilitate the unimpeded control of public transport by the staff of the Authority carrying out control functions;
      13. ensure that the Contract is performed only by persons entitled to do so, if the Carrier's qualifications for the activity in question have not been checked or have not been fully checked during the performance of the Contract; Upon request by the authorised body, the Carrier must provide documents proving that the Contract is performed only by persons entitled to do so;
      14. in cases where the Contract and its Annexes provide for the harmonisation of certain parameters and/or characteristics, to harmonise with the Authorised Body the parameters and/or characteristics before the commencement of the first phase of the public passenger transport service, unless the Contract and/or its Annexes provide for a different deadline for the harmonisation of parameters and/or characteristics. Any refusal by the notified body to agree parameters and/or characteristics shall be reasoned and justified;
      15. not to assign to third parties all or any part of its rights in relation to the Contract, including its claim to amounts due from the Municipality and/or the Authorised Body, without the prior written consent of the Municipality and/or the Authorised Body, except for the cases provided for in the Contract. Transactions concluded without the Prior Written Consent (permission) of the Lessor regarding the transfer of rights or obligations under the Agreement shall be considered null and void from the moment of their conclusion.
      16. at its own expense, to compensate the Municipality, the Authorised Body, passengers and third parties for damages resulting from the improper performance or non-performance of the Agreement;
      17. ensure that in the performance of the Contract it does not infringe any third party rights, including but not limited to intellectual property rights, and indemnify the Municipality and/or the Authorised Body against any claims arising from breach of confidentiality, copyright, patents, licences, drawings, models, trademarks, and personal data use, except where such infringement is due to the actions of the Municipality and/or the Authorised Body or to causes attributable to them, as well as to pay any fees and/or fines that may be payable in connection therewith, no later than ten (10) working days from the date of the Municipality's and/or Authorised Body's demand;
      18. cooperate and collaborate with the Carrier and/or manufacturer of the electronic ticketing equipment in the Carrier's installation of the electronic ticketing equipment;
      19. to apply the measures set out in Chapter 11 of the Contract, "Cost-Effectiveness Criteria", in the performance of the Contract, and to comply with the other obligations set out in the Tender, except for the period of provision of the vehicle evacuation service;
      20. to ensure that the Carrier, its sub-suppliers, grantors, economic entities whose capacities are relied upon, and the vehicles used meet the requirements set forth in the legislation regulating national security requirements, including amendments[[4]](#footnote-5) that come into force during the period of validity of the Contract, throughout the period of validity of the Contract;
      21. to sell/distribute single-use public transport tickets in the vehicle (applies if a decision is made to sell/distribute single-use public transport tickets in the vehicle in accordance with the procedure established by legislation). Regarding the procedure for the sale/distribution of single-use public transport tickets, the Parties will enter into an additional agreement to the Agreement, establishing the conditions for the sale/distribution of single-use public transport tickets;
      22. to duly perform any other obligations under the Contract and applicable law.
   2. **The Carrier has the right to:**
      1. temporarily suspend or restrict the provision of public passenger transport services by informing the Traffic Management Centre in advance, when the safe operation of vehicles is threatened, in the cases and according to the procedures laid down in the Rules for the Carriage of Passengers and Luggage and in the Contract;
      2. submit proposals to the Authorised Body for adjustments to the routes served, the regularity of routes and timetables. The notified body must examine the proposals received and provide the Carrier with a reasoned reply;
      3. receive payment for services in accordance with the procedures and deadlines laid down;
      4. request the Authorised Body and/or the Municipality to provide information and/or documents relating to the proper performance of the Contract which have become necessary during the performance of the Contract;
      5. Require Municipality and the Authorised Body to fulfil their contractual obligations in a proper and timely manner.
   3. **The delegated authority undertakes to:**
      1. provide the Municipality each year, by 1st of October of the relevant year, with information on the preliminary need for the Municipality's funds for the settlement with the Carrier for the public passenger transport services provided for a period of 3 (three) years;
      2. to organise the Routes on in accordance with the procedures for the organisation and execution of Routes set out in Annex 3 to the Agreement;
      3. publishing and maintaining information on vehicle arrival/departure times already posted at bus stops;
      4. organising and controlling ticket distribution and accounting;
      5. to distribute to the Carrier operating in the public transport ticketing system the revenue from the sale of tickets, in accordance with the procedures set out in the Contract and its Annexes;
      6. administer payments to the Carrier for the provision of public passenger transport services in accordance with the procedures set out in the Contract and in the Schedule of Procedures for Calculation and Payment of the Remuneration for the Provision of Passenger Carriage Services on Local Regular Transport Routes (Annex 12 to the Contract);
      7. organising and conducting research on the public transport system, collecting and analysing data on public transport and, as far as possible, making such data available to the Carrier, the Municipality and other interested parties, ensuring appropriate protection of confidential data;
      8. to ensure the acquisition, operation, maintenance and repair of the public transport infrastructure under the responsibility of the Authorised Body, in accordance with Annex 6 of the Agreement, entitled "Public Transport Infrastructure and Responsibilities", in order to ensure that it is fit for its intended purpose;
      9. ensure the acquisition, operation, maintenance and repair of the Electronic Ticketing System equipment under the responsibility of the Authorised Body, as defined in Annex 4 of the Agreement, "Descriptions and Requirements for the Electronic Ticketing System and Related Equipment", in order to ensure that the equipment is fit for its intended use;
      10. Ensure the operation and availability of the Traffic Control Centre for the Carrier's scheduled service times;
      11. to issue press releases and announcements on permanent and periodic changes in the provision of public passenger transport services and information on the Carrier's provision of public passenger transport services, including information on current timetables, routes and ticketing procedures, within the scope set out in Annex 7 to the Agreement, "Communication by the Authorised Body to Carriers and/or Drivers Operating in the Public Transport System";
      12. to pay the VAT invoices submitted by the Carrier for services duly rendered in accordance with the prescribed procedure;
      13. duly fulfil other obligations relating to the operation of public transport, as provided for in the company's constituent documents and municipal legislation.
   4. **The delegated authority has the right to:**
      1. Control of public transport
      2. to give the Carrier binding instructions relating to the organisation and operation of the routes;
      3. adjust the routes and the route network in accordance with the procedures for the organisation and operation of routes set out in Annex 3 to the Agreement;
      4. change the names, routes, route lengths of the routes operated by the Carrier or instruct the Carrier to operate a new route, within the maximum mileage specified in the Contract for each type of vehicle (type);
      5. preparing and proposing to the Municipality measures to prioritise transport and their implementation;
      6. drafting and proposing to the Municipality for approval the qualitative requirements for the provision of public passenger transport services, as well as amendments and supplements thereto;
      7. Provide information on routes, sustainable mobility and/or other information relevant to passengers by all means (audio and/or visual) on board the vehicles;
      8. impose on the Carrier, in accordance with the procedure laid down in the Contract and in Annex 8 to the Contract, "Penalties and Incentives", the penalties and incentives provided for;
      9. receive adequate remuneration for the public transport functions and reimbursement of the costs incurred in carrying out those functions, in accordance with the procedures laid down by law;
      10. on request and in the cases provided for in the Contract, receive from the Carrier detailed information on the performance of the Contract;
      11. apply to the Coordination Commission for the Protection of Objects Important for Ensuring National Security in accordance with Part 8 of Article 37 8 of the Law on Public Procurement of the Republic of Lithuania under the stipulated conditions, after the amendments[[5]](#footnote-6) to the legislation regulating the requirements of national security come into force, in order to obtain a decision of the Government of the Republic of Lithuania confirming that the Contract complies with the requirements of national security interests in accordance with the Law on the Protection of Objects Important for Ensuring National Security;
      12. require the Carrier to fulfil its contractual obligations in a proper and timely manner.
   5. **The municipality commits to:**
      1. to allocate and transfer from the budget of Vilnius City Municipality to the Authorised Body compensation for the Carrier's passengers' concessions for regular bus travel, as set out in the Law on Transport Concessions of the Republic of Lithuania and in the decisions of Vilnius City Municipal Council;
      2. allocate and transfer, in accordance with legislation in force and the requirements of the Contract, funds from the budget of Vilnius City Municipality to pay for the public passenger transport services provided by the Carrier under this Contract;
      3. organise and implement measures to prioritise vehicles, i.e. to manage traffic on the streets in a way that gives vehicles priority. This means giving priority at controlled intersections wherever possible and providing A lanes for public transport;
      4. to ensure the acquisition, operation, maintenance and repair of the infrastructure and public transport infrastructure under the Municipality's responsibility pursuant to Annex 6 to the Contract "Public Transport Infrastructure and Responsibilities", to ensure that such infrastructure is fit for its intended use, and to provide the Carrier with access to such infrastructure free of charge;
      5. within the limits of its competence, to ensure, at its own expense, that the infrastructure on which the traffic passes is in a state of repair that meets the requirements laid down;
      6. duly perform any other obligations under the Contract and applicable law.
   6. **The municipality has the right to:** 
      1. formulating and organising the implementation of a strategy for local public transport;
      2. on request and in the cases provided for in the Contract, to receive from the Carrier and the Authorised Body detailed information on the performance of the Contract (to receive the reports and other documents provided for in the Contract);
      3. by placing an order to modify the scope of the public passenger transport services to be acquired under the Contract within the limits set out in point 2.2 of the Contract, in accordance with the scope changing principles provided for in the Contract;
      4. adopt/approve legal acts and other documents binding on the Carrier, setting out requirements for public passenger transport services and their quality;
      5. require the suspension of the provision of public passenger transport services and/or the performance of the functions of the Authorised Body, if the services are provided or the functions are performed in violation of the material terms of this Agreement, the requirements of the legislation, they endanger human life, health, the property of the Municipality and/or the Authorised Body and/or third parties, or the environment, and in the event of a threat of such a situation and/or the threat of an accident;
      6. require the Carrier to commence the evacuation service immediately and to ensure the provision of the service for a period of time specified by the Municipality, or to discontinue the service when the need for the service ceases;
      7. apply to the Coordination Commission for the Protection of Objects Important for Ensuring National Security in accordance with Part 8 of Article 37 8 of the Law on Public Procurement of the Republic of Lithuania under the stipulated conditions, after the amendments[[6]](#footnote-7) to the legislation regulating the requirements of national security come into force, in order to obtain a decision of the Government of the Republic of Lithuania confirming that the Contract complies with the requirements of national security interests in accordance with the Law on the Protection of Objects Important for Ensuring National Security;
4. **CARRIER'S GUARANTEES** 
   1. The Carrier represents and warrants that:
      1. on the date of conclusion of the Contract and throughout the performance of the Contract, it will comply with the Regulation No. 1071/2009 and the requirements laid down in the legislation for the pursuit of the occupation of road passenger transport operator;
      2. it will have in place throughout the period of the provision of the services all the permits, licences, consents and other documents required by law for the performance of the Contract and will ensure that its personnel are qualified to meet all requirements (if any) and are sufficient to perform the Contract properly;
      3. will provide, for the start of public passenger transport services, for each type of vehicle (type) provided for in the Contract, vehicles of the make, model, year of manufacture and other technical characteristics specified in the Carrier's tender (including reserve of vehicles);
      4. will submit to the Authorized Institution a certificate of origin of the goods, a manufacturer’s declaration or another document confirming that the vehicles intended to be used for the provision of public services meet all the technical and other requirements for the vehicle specified in the procurement documents before the commencement of the provision of public passenger transportation services. During the entire period of providing public passenger transportation services, the Carrier must ensure that vehicles that do not meet the technical and other requirements for vehicles specified in the procurement documents would not be used for the provision of these services;
      5. has acquainted itself with all the information relating to the subject-matter of the Contract and the other documentation provided, which is necessary for the fulfilment of the obligations under the Contract and for the provision of the public passenger transport service, and that this documentation and the information contained therein are fully and completely sufficient to enable the Carrier to ensure the proper and full performance and quality of all the obligations under the Contract;
      6. has no debts or liabilities to third parties which would prevent the proper performance of its obligations under this Agreement and undertakes not to incur any such liabilities during the term of the Agreement.
5. **GUARANTEES BY THE PARTIES**
   1. Each Party represents and warrants that:
      1. it has the right, power, authority and competence and has performed all acts necessary for the conclusion and performance of the Agreement. The terms of the Contract are clear and enforceable by the Parties at the date of the Contract;
      2. All authorizations, consents and approvals of the authorities, governmental bodies or other bodies of the Party necessary for the conclusion of this Contract and the performance of the obligations hereunder have been duly obtained and are in force;
      3. neither the execution of this Agreement nor the performance of the obligations assumed hereunder is contrary to or in violation of any judgment, award, order, decree or direction of any court, arbitrator, governmental or municipal authority, or any contract or other transaction to which either Party is a party;
      4. there are no threatened or pending non-purchase actions, non-purchase proceedings or proceedings against the Party which may affect the validity of the Contract or the performance of the obligations assumed under the Contract;
      5. it is solvent and financially capable of performing the Contract, it has not been subject to any restriction on its activities, bankruptcy, restructuring or winding-up proceedings, or any suspension or limitation of its activities.
6. **CONTRACT PRICE, PRICING AND PAYMENT FOR THE PROVISION OF SERVICES** 
   1. The contract and any amendments thereto are subject to fixed-fee pricing and reimbursement of contract performance costs. This is one of the essential conditions of the Contract, which cannot be changed during the performance of the Contract, except if the legal regulation of public procurement regarding the establishment of pricing rules is changed during the performance of the Contract, allowing to change the pricing rules[[7]](#footnote-8) provided for in the Contract.
   2. The value of the initial contract shall be **[insert]** EUR excluding VAT. The value of the initial contract[[8]](#footnote-9) shall be determined by multiplying the maximum (taking into account a possible maximum increase in annual mileage of 30 %) volume of public passenger transport services for a period of seven (7) years by the contracted rate per km of public passenger transport services, plus the maximum amount of funds available for evacuation by means of evacuation vehicles (excluding VAT). In accordance with the provisions of the PDO, the procurement documents for this procurement do not specify the amount of funds to be allocated to the procurement, i.e. they do not disclose the maximum amount that is planned to be spent on the services over the 10 (ten) year period of the service.
   3. Fares for public passenger transport services by type of vehicle:
      1. The **rate for 1 km for a low-capacity (LCB) bus** is EUR **[insert]** excluding VAT, EUR **[insert]** including VAT;
      2. The **rate for 1 km for a Midi (midi) bus** is EUR **[insert]** excluding VAT, EUR **[insert]** including VAT;
   4. The service of evacuation by vehicles will be procured for a maximum price of **[insert]** EUR, exclusive of VAT. The fees of the provision of public passenger transport services, recalculated as per the procedure specified below, which are applicable at the time of ordering the service of evacuation by vehicles in accordance with the Contract, are applicable to the service of evacuation by vehicles for the duration of the provision of this service (without changing in the fee the fee components other than those specified in subparagraphs 8.4.1 and 8.4.2 of the Contract):
      1. for the period of operation of this service, the wage component of the cost of providing public passenger transport services shall be multiplied by a coefficient of 2;
      2. for the period of operation of this service, instead of the fuel/electricity component of the cost price for the provision of public passenger transport services, the Carrier shall be reimbursed for the actual cost of electricity incurred for the evacuation by means of means of transport service, using the reimbursement of the costs of performance of the contract pricing system. The Carrier's profit cannot be included in the electricity costs actually incurred;
   5. The costs of performance of the Contract (electricity costs incurred in providing the evacuation vehicle service) shall be reimbursed by the Municipality to the Carrier on the basis of a separate VAT invoice to be submitted to the Municipality in accordance with the procedures set out in this Contract. The Municipality shall reimburse the Carrier for the costs of performance of the Contract as specified in the Contract within 30 (thirty) calendar days from the date of receipt of the VAT invoice with supporting documents (i.e. electricity bills issued to the Carrier during the period of provision of the service of the evacuation vehicles). The Carrier undertakes to ensure that the purchase of electricity is not above market-clearing prices. The Municipality shall have the right to suspend payment to the Carrier if the VAT invoice does not indicate the contract number, the amount due, the amount of electricity consumed during the period of provision of the evacuation service by means of the evacuation vehicles, the due date for payment, and/or the supporting documents until the inaccuracies in the VAT invoice have been corrected and/or the supporting documentation has been provided. The Municipality shall immediately inform the Carrier of any inaccuracies. The Carrier shall submit an accurate VAT invoice to the Municipality after correcting the inaccuracies.
   6. The Carrier shall issue a VAT invoice to the Municipality for the service provided evacuation service by means of evacuation vehicles no later than within 3 (three) working days from the end of the month in which the evacuation service by means of evacuation vehicles was provided. The Carrier shall submit the VAT invoice issued to the Municipality, together with the act of acceptance and transfer of the service by means of the evacuation vehicles, to the Municipality in accordance with the procedure provided for in Clause 8.11 of the Agreement. On the VAT invoice, the Lessor must necessarily indicate the Contract number, the amount to be paid, the payment term and other mandatory details. The Municipality has the right to suspend payment to the Carrier if the VAT invoice does not include the Contract number, incorrectly indicates or does not indicate the amount due, the due date for payment and/or any other mandatory details until the inaccuracies in the VAT invoice have been corrected. The Municipality shall immediately inform the Carrier of any inaccuracies noted. The Carrier shall provide the Contracting Party with an accurate (correct) Invoice after correcting the inaccuracies.
   7. The Municipality shall pay the Carrier for the evacuation service provided by means of evacuation vehicles not later than within 30 (thirty) calendar days from the date of receipt of the VAT invoice, except for the cases of suspension of payment as provided for in the Contract.
   8. No charges may be made for the services provided that are not provided for in the Agreement.
   9. The price of services is recalculated as follows to reflect changes in charges:
      1. the tax for which the price of services is recalculated: value added tax (VAT). If other taxes change, the rates will not be recalculated.
      2. The recalculation is carried out following the entry into force of an amendment to the Law of the Republic of Lithuania on Value Added Tax, whereby the tax rate is changed.
      3. If the amount of the VAT rate changes, the VAT rate in the rates is changed (reduced or increased) in accordance with the legal acts of the Republic of Lithuania.
      4. any change in the service fees shall be subject to a supplementary agreement between the Parties;
      5. The recalculated Contract price including VAT shall apply from the date of entry into force of the rate specified in the amendment to the Law of the Republic of Lithuania on Value Added Tax, whereby the rate of this tax is changed.
   10. The procedure for indexation of fares for public passenger transport services, calculation of remuneration and payment to the Carrier are set out in Annexes 12 and 13 to the Agreement respectively.
   11. In the performance of the Contract, invoices shall be submitted only electronically. An electronic invoice compliant with the European Standard for Electronic Invoices, the reference for which was published on 16 October 2017. The Carrier may submit the invoice through the SABIS information system or any other information system of its choice, as provided for in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of a reference to the European Electronic Invoicing Standard and of a list of syntaxes in accordance with Directive [2014/55/EU](http://eur-lex.europa.eu/legal-content/LIT/TXT/?uri=CELEX:32014L0055&locale=lt) of the European Parliament and of the Council ("the **European Electronic Invoicing Standard**"). The Carrier shall be obliged to submit an electronic invoice that does not comply with the European Standard for Electronic Invoicing by means of the SABIS information system, except in the cases provided for in Article 22(12) of the Public Procurement Law. The Carrier must indicate on the VAT invoice to be issued the number assigned to the Contract of the Municipality. If the Carrier submits a VAT invoice whose presentation or content does not comply with the requirements of the Contract or the Legislation, the Authorised Body or the Municipality shall inform the Carrier thereof no later than within 3 (three) working days from the date of receipt of such invoice. The payment periods provided for in this Contract shall commence on the date of submission of proper invoices in the manner provided for in the Contract.

1. **REQUIREMENTS FOR THE PROVISION AND QUALITY OF PASSENGER TRANSPORT SERVICES** 
   1. The Carrier undertakes to ensure compliance with the requirements laid down for public passenger transport services and their quality. REQUIREMENTS FOR THE PROVISION AND QUALITY OF PASSENGER TRANSPORT SERVICES
      1. the requirements of Annexes 1 and 2 to the Agreement for the provision and quality of public passenger transport services;
      2. the requirements of Annex 3 to the Agreement for the organisation and operation of the routes;
      3. the requirements of Annex 6 to the Agreement for public transport infrastructure and infrastructure under the responsibility of the Carrier;
      4. the requirements of Annex 7 of the Agreement for communication between the Authorised Body and public transport with Carriers and/or drivers operating in the public transport system;
      5. the requirements of Annexes 2 and 4 to the Agreement for the use of the electronic ticketing system equipment;
      6. The obligations set out in the Carrier's tender.
2. **INFRASTRUCTURE AND E-TICKETING EQUIPMENT NEEDED TO RUN THE SERVICE**
   1. The breakdown of responsibilities for the public transport infrastructure and facilities required for the provision of public passenger transport services is set out in Annex 6 to the Agreement, 'Public transport infrastructure and responsibilities'. The Party under whose responsibility the relevant infrastructure is assigned in accordance with Annex 6 "Public Transport Infrastructure and Responsibilities" of the Agreement shall, at its own expense and with its own capacity, ensure the acquisition (if applicable), operation, maintenance and repair of such infrastructure in order to ensure the proper state of repair and correct functioning of such infrastructure.
   2. The Parties agree that in the course of the development of the Vilnius public transport system, new electronic ticketing system equipment and other equipment related to the provision of public passenger transport services may be installed on vehicles. The Carrier shall cooperate with the Authorised Body in the installation of new electronic ticketing system equipment and/or other related equipment to the extent set out in this Agreement and its Annexes. The procedures for the installation of new e-ticketing equipment, the allocation of responsibilities for existing and newly installed e-ticketing equipment and its components, the procedures for the use, maintenance and repair of the e-ticketing equipment and the time limits for such maintenance and repair are set out in Annex 4 to the Contract, "Descriptions and Requirements for the e-ticketing system and related equipment".
3. **COST-EFFECTIVENESS CRITERIA**
   1. The Carrier undertakes to apply the following measures throughout the public passenger transportation duration while performing the Contract, as set out in the description of compliance with the criteria for assessing the economic viability of the tender:
      1. The Carrier shall ensure that it uses 100% green electricity for the provision of these services under the Contract and for the charging of vehicles **(*NOTE: delete if the Carrier has not indicated in its proposal that it will use only green electricity for the provision of these services)****;*
      2. Convenience index for standing passengers in vehicles used for the operation of the Carrier's services: **[insert] (*NOTE: enter a maximum of 4 persons / m2 or more than 4 persons / m2*)**.
      3. The Carrier undertakes to ensure that the working hours of employees who have newly acquired driver’s license with D categories during the performance of this Contract during each reporting period[[9]](#footnote-10) would comprise no less than **[insert] (NOTE: the percentage of hours of newly employed employees specified in the Carrier's offer is recorded)** percent of the total number of hours worked by drivers in the performance of this Contract during each reporting period;

11.1.4.if the Carrier offers an earlier commencement of service provision than the maximum term specified in the Contract, the Carrier undertakes to ensure that it is ready to provide public passenger transportation services during the earlier term for Phase I of the commencement of services specified in Clause 2.11.1.1 of the Contract.

* 1. During the period of public passenger transportation service provision, the Authorised Body, in order to ascertain the conformity of the services provided by the Carrier with the cost-effectiveness criteria set out in this Section of the Contract, shall have the right to require the Carrier to provide:
     1. to substantiate compliance with the measure referred to in clause 11.1.1 of the Agreement, a valid electricity supply contract and related documents justifying that only green electricity is used for the provision of the service **(NOTE*: delete if the Carrier has not indicated in the tender that it will only use green electricity for the service);***
     2. to substantiate compliance with the measure referred to in clause 11.1.2 of the Contract, the vehicle manufacturer's documentation on the comfort capacity of the vehicles used for the service **(NB: *delete if the Carrier's proposal indicates that the comfort capacity of the standing passengers is more than 4 persons per square metre)****.*
     3. to justify compliance with the measure referred to in point 11.1.3 of the Agreement:
        1. at the end of the calendar year (reporting period), the Carrier shall submit to the Authorised Body a report for the preceding period indicating the total number of employees who have driven the vehicles used for the provision of public passenger transport services under this Agreement during the preceding period, a number of worked hours and a list of employees who have newly acquired driving licences in category D and who have driven the vehicles used for the provision of public passenger transport services under this Agreement during the reporting period, indicating the name, last name, date of employment, date of acquisition of category D of the driver’s license, the number of hours they would work (each separately) during the reporting period for the performance of this contract; and the total number of hours worked by such employees during the reporting period for the performance of this contract;
        2. If the Authority has doubts as to the correctness of the information provided by the Carrier and/or is unclear as to whether an employee of the Carrier is reasonably included in the list/report referred to in sub-clause 11.2.3.1 of the Contract, the Authority shall have the right to request the Carrier to provide additional data/information regarding the employees included in the list/report, and the hours they worked (e.g. contracts with educational institutions and lists of trained employees, invoices of educational institutions for services rendered, time sheets, etc.). Where necessary, the Carrier will contact the competent authorities in order to obtain all relevant information on the driver training courses for categories D (bus) attended by the staff, the date of issue of the relevant category of driving licence and the work experience of the staff member. If the Carrier does not substantiate with objective data and/or evidence that the inclusion of an employee (hours he worked) in the list/report is justified because the employee meets the criteria for counting and assessing employees set out in Clause 11.3 of the Agreement, an employee whose compliance with the criteria for counting and assessing employees set out in Clause 11.3 of the Agreement is not substantiated shall be deemed to be unjustified in the list/report and shall be excluded from the count for the purpose of assessing compliance with the measure referred to in clause 11.1.3 of the Agreement.
  2. For the purposes of the application and interpretation of clauses 11.1.3 and 11.2.3 of the Agreement, an employee newly qualified as a driver in categories D shall be deemed to be an employee of the Carrier who drives vehicles used for the provision of public passenger transport services under the Agreement and who fulfils all of these criteria:
     + 1. the employee has obtained a D driving licence at the Carrier's expense, and has been employed as a driver by the Carrier or has started working as a driver for the Carrier after the signing of this Agreement;
       2. the employee has not worked as a vehicle driver for any other Carrier in the Vilnius public transport system;

**(NOTE: Clause 11.2.3 of the Contract and sub-clauses 11.2.3.1 to 11.2.3.2 of this clause and Clause 11.3 of the Contract and sub-clauses 11.3.1 and 11.3.2 of this clause shall be deleted unless the Carrier has indicated in its tender that it will employ staff with newly acquired driving licences in categories D and DE to provide the service.)**

* 1. The Carrier undertakes to submit the documents justifying its compliance with the cost-effectiveness criteria to the Authorised Body within 5 (five) working days of receipt of the relevant request.
  2. The liability for non-application or improper application of the measures specified in the description of compliance with the criteria for evaluating the economic usefulness of the bid established for the procurement is provided for in clauses 13.3.1 and 13.3.4 of the Contract.

1. **CONFIDENTIAL INFORMATION AND PROVISION OF PERSONAL DATA**

12.1. In the course of the performance of the Contract, information disclosed by one Party to the other Party, whether intentionally or inadvertently, which the disclosing Party has designated as confidential or which, by its nature, should be treated as confidential shall be considered as confidential information, and the Party receiving or having access to it undertakes not to disclose to any third party, and/or to use it for any purpose whatsoever other than for the purpose of the performance of the Contract. The Parties agree that information relating to the Contract may be disclosed to the Parties' legal and financial advisers insofar as it is relevant to the performance of the Contract and such advisers undertake not to disclose the relevant information to any other person. In the event of doubt as to whether information provided by a Party should be treated as confidential, the receiving Party shall treat such information as confidential unless the disclosing Party indicates otherwise. Each Party may disclose such information to third parties only to the extent necessary for the proper performance of this Agreement and only with the prior written consent of the other Party, except for information required by a court or by authorities/bodies entitled to receive it pursuant to the laws of the Republic of Lithuania and/or other legal acts. The contract and its contents shall not be considered as confidential information and may be made public and/or otherwise disclosed, except for information that meets the criteria for confidentiality set out in the PDO.

* 1. Confidentiality obligations shall remain in force during the term of the Agreement and indefinitely after termination of the Agreement.
  2. A Party that breaches its obligations under this Agreement to protect confidential information and not to disclose such information shall indemnify the other Party for damages caused by such breach and shall take all reasonable steps to remedy the consequences of such breach within the shortest possible time.
  3. For the purpose of compliance with the requirements for the processing of personal data, the Carrier and the Authorised Body will, together with the Contract, sign personal data agreements (Annexes 10 and 11 to the Contract).

1. **LIABILITY OF THE PARTIES AND CARRIER INCENTIVES**
   1. The Carrier shall indemnify the Municipality and/or the Authorised Body against reasonable losses incurred by the Municipality and/or the Authorised Body as a result of the Carrier's failure to perform and/or inadequate performance of its obligations under the Contract. The Carrier's maximum limit of damages (including liquidated damages) payable under this Agreement per calendar year shall be set at 20 (twenty) per cent of the booking price in EUR excluding VAT for the relevant year (NB: this price shall be calculated by multiplying the maximum mileage booked by the contractual public passenger transport tariffs applicable to the Carrier on 1 January of the relevant year), except as otherwise provided in clause 13.3.6 of the Agreement. The above amount does not include losses and damages for which liability may not be limited in accordance with the provisions of the Civil Code.
   2. The Authorised Body undertakes to indemnify the Carrier against direct damage to the Carrier's property caused by the actions of the Authorised Body and/or third parties engaged by the Authorised Body and/or the Carrier during the maintenance and repair of the equipment of the electronic ticket system.
   3. Carrier incentives:
      1. If the Carrier misses the deadline for the commencement of the start-up phase of the public passenger service, as set out in Clause 2.11.1 of the Agreement, due to circumstances beyond the control of the Municipality or the Authorised Body, the Carrier shall pay to the Municipality, at the Municipality's request in writing, a late payment penalty of EUR 25000 (twenty-five thousand euros) for each day of delay;
      2. The Carrier shall be liable for failure to provide or improper provision of the evacuation service:
         1. A Carrier who refuses to provide an evacuation service by means of a vehicle, irrespective of the reasons for the refusal (except for circumstances beyond the control of the Municipality or the Authorised Body), who commences the provision of the service later than the date specified by the Municipality, who unreasonably interrupts the provision of the service, or who fails to provide the planned volume of the service, shall be liable to pay to the Municipality a fine in the amount of 50000 EUR for each case of infringement;

13.3.2.2. where the vehicle used for the evacuation by means of the evacuation vehicle service does not leave the evacuation site in accordance with the submitted vehicle departure plan drawn up in accordance with the evacuation plans, the Carrier shall pay to the Municipality a fine of 300 EUR (three hundred euro) for each case;

13.3.2.3. when the vehicle used for the evacuation by means of vehicles service does not arrive at the final destination (does not complete the scheduled journey) due to the fault of the Carrier, the Carrier shall pay to the Municipality a fine of 300 EUR (three hundred euros) per case;

13.3.2.4. in the event of any other violation of the requirements for the provision of the evacuation service by means of vehicles as set out in this Agreement due to the fault of the Carrier, the Carrier shall pay to the Municipality a fine of 100 EUR (one hundred euros) per case.

* + 1. If the Carrier, due to circumstances beyond the control of the Municipality or the Authorised Body, is late in commencing the increased mileage in properly prepared vehicles (in the case provided for in sub-clauses 2.8.1 and 2.8.2 of the Agreement), the Carrier shall pay to the Municipality, upon written request by the Municipality, a default interest calculated by multiplying the ordered increased daily mileage by the fares for the provision of the public passenger carriage services referred to in clause 8.3 of the Agreement, and by a coefficient of 2, per each day of the default.
    2. Penalties are imposed on the Carrier for failing to comply with the cost-effectiveness criteria set out in the contract documents or for failing to ensure them during the period of service:
       1. The Carrier, having not ensured according to the procedure established in the Agreement, that during the entire period of public passenger transportation service provision 100 percent would be used for the provision of these services under the Contract and for charging vehicles. green electricity, pays a fine of EUR 20000 (twenty thousand euros) to the Municipality for each case of violation and must correct the violation within 30 (thirty) calendar days from the detection of the violation. If the Carrier does not rectify this violation within the set period of 30 (thirty) calendar days, the Carrier shall pay an additional fine of EUR 20,000 (twenty thousand euros) to the Municipality for the violation not rectified on time and the Carrier shall be given an additional 30 (thirty) calendar days to rectify the violation;
       2. The carrier, who has not ensured the number of working hours of the employees, who newly acquired driver's license with D categories, specified in the Contract during the reporting period, shall pay to the Municipality a fine of EUR 3 (three euros) for each missing working hour in accordance with the procedure established in the Agreement, in accordance with the criteria for the assessment of economic benefit provided for in Clause 11.1.3 of the Contract.
    3. The penalties applicable to the Carrier for failure to provide public passenger transport services and the procedure for the imposition of penalties shall be as set out in Annex 8 to this Contract, "Penalties and Incentives". Liquidated damages shall be deducted from the remuneration payable to the Carrier;
    4. In the event of termination of the Contract at the initiative of the Municipality in the cases set out in clauses 19.12.1, 19.12.2, 19.12.5 or 19.12.6 of the Contract, the Carrier shall pay to the Municipality a penalty in the amount of the performance security set out in clause 14.1 of the Contract. In such a case, the Municipality shall have the right to order services from third parties. The Carrier shall be liable to pay to the Municipality the costs incurred or to be incurred by the Municipality in procuring the unprovided services from third parties (i.e. The cost of the salary of the staff of the Authorised Body and/or the Municipality organising and/or carrying out the new procurement, determined on the basis of the accounting records or the approved hourly rates of the staff member(s) (applicable if such rates are established at the time of the organisation of the new procurement), and the difference in the cost of the unprovided services and the cost of the purchase of services of an equivalent volume/quantity from a third party, to the extent that the cost is not covered by the performance guarantee. The limit of damages (including liquidated damages) payable to the Carrier under this clause of the Contract shall be 20 (twenty) per cent of the 10-year Contract price of EUR [insert], excluding VAT (NB: this price shall be calculated by multiplying the 10-year maximum mileage of the vehicles by the rates for the provision of the public passenger transport services referred to in clause 8.3 of the Contract). The amount quoted does not include losses and damages for which liability cannot be limited in accordance with the provisions of the Civil Code;
    5. The Carrier is fully responsible for the quality of the public passenger transport service provided. The Carrier shall be fully liable for its own acts of omission and commission and those of other persons engaged in the provision of public passenger transport services, and shall be liable to compensate the Party, the passengers and/or third parties for any loss/damage resulting from the improper provision of such services;
    6. The Carrier agrees and confirms that the amount of liquidated damages set out in Clauses 13.3.1 to 13.3.6 of the Contract shall be deemed to be the minimum undisputed amount of the losses incurred by the injured party which the Carrier shall compensate to the injured party as a result of the breach of the Contract, without the need to provide any evidence/data in support of the amount of the loss;
    7. The Carrier shall be subject to incentives in the cases and according to the procedures set out in Annex 8 "Penalties for infringements and incentives" to the Agreement for the proper and timely performance of the Agreement.
  1. The Parties agree that in the event of a legal dispute regarding the payment for the services rendered, the Carrier may claim interest of not more than 5 (five) per cent per annum on the unpaid amount as provided for in Article 6.210, Paragraph 1 of the CC of the Republic of Lithuania.
  2. Responsibility of the municipality:
     1. if the Municipality, by its acts or omissions, delays the payment of compensation for benefits (loss of income) to the Carrier, the Municipality shall pay to the Carrier, upon written demand by the Carrier, a late payment interest of 0.02 per cent per calendar day of the amount of the late payment. The Parties agree that no interest shall be payable in this case;
     2. if the Municipality, due to its acts or omissions, delays in paying compensation to the Carrier for losses incurred in the provision of Public Passenger Transport Services, the Municipality shall pay to the Carrier, upon the Carrier's written request, a default interest of 0.02 per cent per calendar day on the amount of the delayed payment. The Parties agree that no interest shall be payable in this case;
  3. If the actual total annual mileage of the Carrier's vehicles, through no fault of the Carrier and due to force majeure circumstances, is less than the minimum total mileage of the routes provided for in Clause 2.2 of the Contract (i.e., mileage is reduced by more than fifteen (15) per cent from the planned preliminary annual (12-month) total mileage of the routes as specified in Clause 2.2 of the Contract), or if the mileage serviced by the Carrier in a calendar year is reduced by more than five (5%) per cent.., For the shortfall in mileage up to the minimum total route mileage provided for in Clause 2.2 of the Agreement, or for mileage in excess of the reduction in mileage per annum provided for in this Agreement, the Carrier shall be paid a compensation covering wage costs, investment costs and other costs. This compensation shall be paid to the Carrier at the end of the calendar year for which such compensation is due to the Carrier, within thirty (30) calendar days after the submission of the relevant invoice. If, by reason of its acts or omissions, the Authorised Body delays payment of a VAT invoice submitted by the Carrier for the provision of public passenger transport services, the Authorised Body shall pay to the Carrier, upon written demand by the Carrier, default interest at the rate of 0,02 % per calendar day for each calendar day of delay on the amount indicated in the VAT invoice. The Parties agree that no interest shall be payable in this case.
  4. If the Carrier is prevented from completing the journey due to the acts or omissions of the Authorised Body and/or the Municipality and the Carrier has notified the Traffic Management Centre in accordance with the procedure laid down in the Contract, the Carrier shall not be liable for the uncompleted journey and the Carrier shall be paid the mileage component of the wage for the uncompleted journey due to the reasons specified in accordance with Annex 12 of the Contract.

1. **PERFORMANCE SECURITY**
   1. The Carrier shall provide the Municipality with an irrevocable, unconditional, first-call performance security in the amount specified in the Contract - a bank guarantee, surety insurance or a deposit - and all accompanying documents (originals) no later than 15 (fifteen) working days after the Contract has been concluded (signed). The performance security must be lodged in euros. The amount required to guarantee the performance of the contract is EUR 1620000 EUR (one million six hundred and twenty thousand euros). Upon written request by the Carrier to the Municipality, the tender security provided by the Carrier may be set off against the performance security (i.e., including the Carrier's tender security in the amount of EUR **[insert]** and the Carrier's additional security deposit of EUR **[insert]**, or by a bank guarantee or surety bond in the amount of the aforementioned sum). If the Carrier fails to provide a performance security in the amount specified in this Clause within the time limit set out in this Clause of the Contract, the Carrier shall be deemed to have refused to enter into the Contract and the Contract shall not enter into force.
   2. Requirements for guaranteeing the performance of the contract - the Carrier must provide a guarantee of the performance of the contract and ensure the continuous validity of the guarantee of the performance of the contract for at least 7 year (84 month) period of preparation for providing public passenger transport services and the provision of public passenger transport services and for 2 (two) months after the end of this period. If the Carrier or the Municipality is not notified of the termination of this Contract, the Carrier must, at least one month before the expiration of the performance security, extend the validity of the performance security for a period of 3 (three) years (36 months) for the provision of public passenger transportation services and 2 (two) months for the period after the end of this term.
   3. If the Carrier guarantees the performance of the Contract by means of a bank guarantee or a surety bond from an insurance company, the document guaranteeing the performance of the Contract shall be drawn up in accordance with the relevant form set out in the Annexes to the Contract (Annexes 15 and 16). The Service Provider must provide a duly executed and meeting the requirements of the legislation of the Republic of Lithuania, unconditional and irrevocable Contract performance guarantee issued by the bank or an unconditional and irrevocable letter of suretyship insurance (hereinafter referred to as **’suretyship**’) from an insurance company (the letter of suretyship insurance must be accompanied by a surety insurance policy as reference to the rules on the basis of which the terms of insurance were established and a copy of the premium payment order confirming the payment of the premium specified in the policy of insurance), and all the documents (originals) accompanying them, on the following terms:
      1. A Guarantor - a bank or an insurance company; the Bank Guarantee must be issued by a bank registered in the Republic of Lithuania or in another Member State of the European Union or in a State of the European Economic Area (EEA), or by another international bank, which has been assigned a long-term borrowing rating of at least BBB- (Fitch and S&P) or Baa3 (Moody's) by an international rating agency. The rating must be met by the bank that issued the guarantee or the group of companies to which it belongs;
      2. subject of bank guarantee (guarantee): A fundamental breach of the Agreement by the Carrier, specified in clauses 15.1.1-15.1.13 of the Agreement, or execution of the Agreement with permanent deficiencies specified in clause 15.2 of the Agreement and the corresponding clauses of this clause;
      3. the conditions and procedure for payment of the amount of the guarantee (surety): within 10 (ten) working days of the first written notification by the Municipality to the Guarantor of the Carrier's material breach of the Contract, as referred to in Clauses 15.1.1 to 15.1.13 of the Contract, or of the Contract's performance with the persistent deficiencies referred to in Clause 15.2 of the Contract and the relevant sub-clauses of this clause. The Guarantor shall not be entitled to require the Contracting Entity to substantiate its claim. The Municipality will state in a notice to the Guarantor that the amount of the guarantee/surety is due to it due to the Carrier's performance of the Contract with persistent deficiencies or material breach of the Contract;
      4. the term of validity of the bank guarantee/surety bond – the bank guarantee (surety bond) must be valid for the period specified in Clause 14.2 of the Contract. The Carrier may provide a bank guarantee (surety) which shall be valid for at least 36 (thirty-six) months from the date of entry into force of the Agreement. In such case, at least 30 (thirty) days prior to the expiry of the bank guarantee (surety), the Carrier shall submit to the Municipality a new bank guarantee or surety (complying with the terms of this Agreement), which shall continuously extend the performance of the Contract for a further period of 36 (thirty-six) months, or for a shorter period if less than thirty-six (36) months before the expiry of the period of the provision of services.
   4. If the Municipality has exercised the performance security, the Carrier shall, in order to continue to perform its contractual obligations, within fifteen (15) working days of receipt of the notification that the Municipality has exercised the performance security, provide the Municipality with a new performance security for the amount specified in Clause 14.1 of the Contract. Amendments or additions to the Contract or other related documents shall not affect the performance or extent of the obligations of the Carrier and the Guarantor under the Performance Security and shall not relieve the Carrier from full performance of its obligations under the Performance Security.
   5. The Carrier must agree the security in advance with the Municipality before providing the performance security. If the aforementioned performance security does not comply with the requirements of the Contract, the Municipality shall have the right to refuse to accept it and/or to consider it invalid and/or to request the Carrier to submit a new performance security to the Municipality, and the Carrier shall be obliged to submit such a performance security within the shortest possible time. If the Carrier fails to provide a new performance security as referred to in this clause in due time, the Municipality shall be entitled to claim against the existing security and/or withhold payments to the Carrier. In this case, the amounts withheld will not be paid to the Carrier until a new performance security has been provided (or the obligation to provide one has expired).
   6. The performance security shall be returned to the Carrier within 30 (thirty) calendar days after the end of the Contract, upon written request by the Carrier (in the case of a guarantee/surety bond, the original guarantee/surety bond shall only be returned if the original has not been submitted in electronic form).
2. **MATERIAL BREACHES OF THE CONTRACT AND/OR PERSISTENT DEFICIENCIES IN PERFORMANCE**
   1. A material breach of the Contract shall be deemed to be:
      1. Refusal by the Carrier to submit a schedule or delay by the Carrier in submitting a schedule for more than 10 (ten) working days:
      2. exceeding the deadline for the start of a phase of public passenger services by more than 90 (ninety) calendar days;
      3. the Carrier is manifestly too slow in its preparations for the operation of the public passenger service to be able to prepare for the timely operation of the public passenger service within the time limits laid down in clause 2.11.1 of the Agreement and, following a claim for delay by the Authority, fails to take measures to speed up its preparations, fails to justify the measures taken or the measures taken by the Carrier are manifestly inadequate to enable it to commence the operation of the public passenger service on time. The following cases are considered to be manifestly too slow in preparing for the launch of public passenger services:
         1. The Carrier has missed the deadline for any of the scheduled steps in the preparation for the provision of public passenger transport services by more than 90 (ninety) calendar days;
         2. At the request of an authorised body, submitted no later than ten (10) calendar days after the expiry of thirty (30) calendar days from the date of entry into force of the Contract, the Carrier refuses or fails to provide objective data/evidence that he has carried out specific actions in preparation for the provision of public passenger transport services within thirty (30) calendar days from the date of entry into force of the Contract;
         3. if less than 50% of the scheduled time limit for the step in the preparation for the provision of public passenger transport services set out in the timetable is remaining and the Carrier has not started any preparatory work for this step.
      4. The Carrier fails to carry out more than 10 (ten) per cent of the total number of scheduled journeys in total during the 3 (three) consecutive calendar months, counting only those journeys for which the failure is not justified in accordance with the procedures laid down in the Contract;
      5. The Carrier does not ensure compliance with the guarantees set out in Section 6 "Carrier's Guarantees", Clauses 6.1.1 to 6.1.4 of the Agreement;
      6. The Carrier is in breach of the provisions of the Contract regarding the replacement/addition of subcontractors and the Carrier fails to rectify this violation within 3 (three) months from the date of receiving notification of this deficiency, or the Carrier, having violated the provisions of the Contract regarding the change of sub-suppliers/inclusion of new ones, repeatedly violates the provisions of the Contract regarding the change of sub-suppliers/ inclusion of new ones within 6 (six) months from the date of rectifying such violation;
      7. the Carrier's licence to engage in the carriage of passengers by bus on local transport routes is revoked or suspended;
      8. if it transpires that the Carrier has failed to comply with the obligations set out in clause 11.1.1 of the Agreement, which were set out in the tender documents as criteria for the evaluation of tenders and for which the Carrier was awarded a score and the Carrier fails to remedy the breach within 90 (ninety) calendar days;
      9. if it transpires that the Carrier is not fulfilling the obligations set out in clause 11.1.2 of the Agreement, which were set out in the tender documents as criteria for the evaluation of tenders at the time of the evaluation of the tenders, and for which the Carrier has been awarded a value;
      10. If the municipality uses Contract performance security or if the provided Contract performance security is expiring, the Carrier fails to provide a new security or extension of the security within the term provided for in the Contract;
      11. If it is determined that the Carrier has not secured the requirements for national security specified in Clause 5.1.20 .of the Contract and the Authorized Institution and/or the Municipality can prove this, including after the entry into force of amendments[[10]](#footnote-11) to the legislation regulating national security requirements, under the conditions provided, after applying to the Coordination Commission for the Protection of Objects Important for Ensuring National Security in accordance with Part 8 of Article 37 of the Law on Public Procurement of the Republic of Lithuania, a decision of the Government of the Republic of Lithuania has been received, confirming that the Contract does not meet the interests of national security in accordance with the Law on the Protection of Objects Important for Ensuring National Security;
      12. the foreign supplier did not provide the Authorised Body with a document confirming the right to carry out bus passenger transport activities in the territory of the Republic of Lithuania, as specified in the Conditions of Purchase, during the pre-service preparation phase provided for in the Contract;
      13. other cases specified in the Contract;
      14. The Municipality and/or the Authorised Body is more than 60 (sixty) calendar days late in making payments under this Agreement after receipt of a written claim from the Carrier.
   2. The Carrier will be deemed to have performed the Contract with persistent deficiencies if:
      1. 20 (twenty) or more occasions in the last 6 (six) calendar months when the Carrier has provided public passenger transport services (each of the following is added to the total):
         1. a vehicle without a registration certificate issued in accordance with the rules;
         2. a vehicle that does not have a roadworthiness test result card (report) issued in accordance with the prescribed procedure;
         3. in a vehicle that is not covered by compulsory third-party liability insurance.
      2. In the last 6 (six) calendar months have been recorded:
         1. 700 (seven hundred) or more breaches of the breaches set out in Table 1 of Annex 8 to the Contract (except for breaches referred to in point 11 of Table 1 of Annex 8 to the Agreement[[11]](#footnote-12), which shall not be counted in this figure);
         2. if 50 (fifty) percent or more of the trips, counting from all the trips planned by the Authorized Body during the period specified in Clause 15.2.2 of the Contract, are performed with a heating, ventilation and/or air-conditioning system not provided in the Contract and its Annexes is used for the ventilation, heating and/or air-conditioning of the vehicle, or where there has been a violation of the requirements for the use of, and/or the limitations on the use of, the heating, ventilation and / or air-conditioning system provided in the Contract and its Annexes.
3. **FORCE MAJEURE (FORCE MAJEURE) ENVIRONMENTS**
   1. A Party shall be exempted from liability for non-performance of the Contract if the non-performance is due to force majeure. The Parties shall agree to consider force majeure circumstances as regulated in Article 6.212 of the Civil Code of the Republic of Lithuania.
   2. The Party requesting to be released from liability must notify the other Party in writing of the circumstances of force majeure without delay, but no later than three (3) working days after the occurrence or discovery of such circumstances, providing evidence that it has taken all reasonable precautions and has made every effort to minimize the costs or adverse consequences, and of the possible time limit for the fulfilment of its obligations. Notification is also required when the grounds for default cease to exist.
   3. In the event of force majeure, a Party shall be discharged from the performance of its contractual obligations for the entire duration of the circumstances in question and, in the absence of timely notification, from the time the notification is given until the end of the period of force majeure.
   4. If the Force Majeure event continues for more than 8 (eight) months, either Party shall have the right to terminate this Contract unilaterally, out of court, by giving the other Party not less than 5 (five) calendar days' written notice.
   5. Termination of the Contract shall not abolish the obligation to pay for the obligations performed prior to the termination of the Contract, nor the right of the other Party to claim liquidated damages and damages for non-performance or improper performance of the Contract prior to the occurrence of the force majeure event.
   6. Force majeure is not considered:
      1. the absence of adequate financial or human resources;
      2. the debtor's counterparties are in breach of their obligations or the debtor is in breach of its obligations to its counterparties;
      3. Covid-19 disease and related circumstances;
      4. Strike by the Carrier's drivers and/or other staff.
4. **SUB-PROVIDERS AND JOINT PARTNERSHIP**
   1. The Carrier shall be liable for all obligations under the Contract, whether or not third parties are used to perform them.
   2. The Carrier undertakes to ensure that the Contract will be performed by subcontractors who have tendered and/or meet the qualification requirements. The Carrier shall be responsible for the performance of the subcontractors' part of the Contract as if it were performing it itself and shall ensure that the subcontractors comply with the provisions of the Contract.
   3. The Carrier confirms that it will use the following subcontractors for the performance of the Contract:

**[*List known sub-Carriers:* [*Name, legal entity number, contact details and representative of the subcontractor. Indicate which part of the contract will be performed by the subcontractor concerned].***

* 1. The Carrier shall have the right to use new subcontractors for the performance of the Contract other than those referred to in subclause 17.3. Upon conclusion of the Contract, but no later than the commencement of performance of the Contract, the Carrier undertakes to inform the Contracting Entity of the names, contact details and representatives of the subcontractors known at that time. The Client shall also require the Carrier to keep the Contracting Entity informed of changes to the above information throughout the performance of the Contract, as well as of new subcontractors it intends to use subsequently.
  2. The Carrier may change the subcontractors referred to in the Contract in the cases and according to the procedures set out in this Section of the Contract with the written consent of the Municipality.
  3. The Contracting Entity may, during the performance of the Contract, initiate a change of the subcontractor or specialist provided for in the Contract, stating in writing the reasons for such change.
  4. The Party initiating the use of a new subcontractor or the change of a subcontractor or specialist referred to in the Contract shall seek and obtain the written consent of the other Party. The requested Party shall reply within a maximum of 5 (five) working days and shall have the right, only in justified cases, to object to a change of subcontractor or specialist on grounds other than those set out in this section of the Contract.
  5. The subcontractor on whose capacity the Carrier has relied to meet the qualification requirements set out in the Procurement documents may be replaced only in the following cases:
     1. when the subcontractor goes bankrupt, is wound up or in a similar situation;
     2. where the subcontractor is unable to perform all or part of its obligations under the Contract for objective reasons (e.g. refusal of the subcontractor to perform, breakdown of legal relations with the Carrier, etc.).
  6. If the subcontractor has been subject to qualification requirements in the Procurement documents or to requirements relating to the absence of grounds for exclusion, or if the Carrier has relied on the subcontractor's capabilities to meet the qualification requirements set out in the Procurement documents, the subcontractor to be substituted or the new subcontractor to be used shall comply with the relevant requirements set out in the Procurement documents. The Carrier must provide documentation confirming the new subcontractor's eligibility and the absence of grounds for exclusion. The new subcontractor must have at least the same qualifications as those set out in the Procurement documents. If the subcontractor does not meet the qualification requirements or meets at least one of the grounds for exclusion set out in the Procurement documents (if applicable), the Contracting Entity shall require the Carrier to replace the said subcontractor with a compliant subcontractor.
  7. Where the Parties agree to the replacement of a subcontractor or specialist or to the use of a new subcontractor, the Parties shall enter into a written agreement on the replacement of the subcontractor/specialist. This agreement shall form an integral part of the Contract. The new subcontractor or specialist may not begin to perform the Carrier's obligations under the Contract until this Agreement has been signed.
  8. The delegated authority shall inform the subcontractors in writing of the possibility of direct payment no later than three (3) working days after receipt of the information referred to in point 17.4 of the Agreement.
  9. The Sub-provider shall submit a written request to the Contracting Entity in order to make use of the direct settlement option. Where a subcontractor expresses its willingness to make use of the option of direct settlement, a contract shall be concluded between the Municipality, the Authorised Body, the Carrier and the subcontractor, describing the procedure for direct settlement with the subcontractor, taking into account the requirements laid down in the Contract and the subcontracting agreement. In the tripartite contract, the settlement arrangements with the subcontractor will be determined in accordance with the settlement arrangements laid down in this Contract.
  10. The parties agree that the Carrier has the right to agree with the Funder that the remuneration for the services or its part is paid directly to the Funder’s bank account. The Carrier must inform the Municipality and the Authorized Institution in writing about such an agreement with the Funder, specifying the part of the remuneration to be paid to the Funder, and in this case an agreement is concluded between the Parties and the Funder, which describes the procedure for direct settlement with the Funder, taking into account the requirements set forth in the Contract. The terms of settlement with the Funder shall be defined in the agreement in accordance with the settlement procedure provided for in this Contract;
  11. The Carrier shall have the right to object to unjustified payments by providing written justification of such objection to the Contracting Entity and the Subcontractor.
  12. The possibility of direct payment to subcontractors and the Funder shall not alter the Carrier's responsibility for performance of the Contract.
  13. The Carrier must carry out the Contract on the basis of a Joint Undertaking Agreement, if so indicated in the tender. A copy of the Joint Undertaking Agreement shall be submitted to the Municipality and the Authorised Body prior to the signature of this Agreement.
  14. In the event of the need to change the partners specified in the Joint Undertaking Agreement (applicable in the case of public passenger transport services provided under a Joint Undertaking Agreement), the partners of the Joint Undertaking and the Carrier shall comply with all of the following conditions:
      1. submit a written request by the remaining partner(s) of the joint partnership to change a partner of the joint partnership;
      2. submit a request from the withdrawing partner(s) of the joint partnership to withdraw from the joint partnership and to transfer all obligations under the joint partnership contract to the new/remaining partner(s) of the joint partnership;
      3. to submit the written agreement(s) of the new/remaining partner(s) of the joint partnership to replace the withdrawing partner(s) of the joint partnership and to assume all the obligations of the withdrawing partner(s) of the joint partnership under the joint partnership contract, and the documentation (if applicable) justifying the qualifications of the new/remaining partner(s) of the joint partnership (if applicable);
      4. To demonstrate to the Contracting Entity the reliability and capability of the new/remaining partner(s) of the joint partnership to carry out the assigned functions;
      5. To obtain the Contracting Entity's written consent to change the partners of the joint partnership.
      6. The Carrier shall provide the Contracting Entity with a copy of the new joint partnership contract, in which the obligations of the remaining partner(s) of the joint partnership remain the same as in the previous joint partnership contract and the new/remaining partner(s) of the joint partnership shall take over all the obligations of the withdrawing partner(s) of the joint partnership in the previous joint partnership contract.
  15. Once the joint operating partners and the Carrier have fulfilled the conditions for the change of the joint operating partner, the Parties shall sign an agreement for the change of party to the Contract in accordance with the procedure set out in Chapter 19 of the Contract.

1. **VALIDITY OF THE CONTRACT**
   1. The Contract shall enter into force on the date of signature of this Contract and delivery of the Contract Performance Security and shall remain in force until all obligations of the Parties under this Contract have been fulfilled or the Contract is terminated. If the performance security is not provided within the prescribed time limit, the Contract, notwithstanding that it has been signed by the Parties, shall be deemed not to have been concluded and shall not enter into force.
2. **MODIFICATION AND TERMINATION OF THE CONTRACT**
   1. The contract shall be amended during its term without a new procurement procedure in accordance with the provisions of Article 89 of the Law on Public Procurement and the Methodology for Establishing Pricing Rules (hereinafter "the Methodology") approved by Order No 1S-95 of 28 June 2017.
   2. The Carrier shall replace the model or make of vehicle specified in the Carrier's offer with another model or make of vehicle and deliver a vehicle of another model or make in place of the model or make specified in the Carrier's offer, if the vehicles specified in the Carrier's offer are no longer available or are subject to significant supply disruption and the manufacturer's approval is obtained. In this case, the replacement of the vehicle shall be carried out in accordance with the following procedure, subject to the requirements set out below:
      1. the vehicles to be replaced must fully comply with all the requirements of the Contract Documents and must be of equivalent or better quality than, and not inferior to, the vehicles specified in the tender, and the Carrier must provide documentary evidence of this;
      2. The Carrier shall submit a written request to the Municipality and the Authorised Body, together with the documents justifying the change, at least ten (10) working days prior to the intended change of vehicles, and shall obtain the Municipality's written consent to the change of vehicles. The Municipality shall have the right to object to the replacement of a vehicle if the Carrier has not provided evidence of the conformity of the vehicles with the requirements laid down, or if the documentation provided does not substantiate the conformity of the vehicle to be replaced with the Purchase Documents and the equivalence with, or better quality than, the vehicles specified in the Carrier's offer;
      3. The parties have entered into a written agreement to the Contract to change the model or make of the vehicles.
   3. The Carrier shall replace the model or make of the vehicle specified in the Carrier's offer with a vehicle of a different model or make and deliver a vehicle of a different model or make instead of the vehicle of the model or make specified in the Carrier's offer, or replace the vehicle's components with other components if the vehicles, their manufacturer, pose a threat to the national security, and/or the supply of the vehicles is in contravention of mandatory international sanctions implemented in the Republic of Lithuania as defined in the Law on Sanctions, and/or the vehicles, their components and/or manufacturer do not comply with the provisions of Article 45(2)(1)[[12]](#footnote-13) of the Public Procurement Law, or following the entry into force of the amendments to the legal acts regulating national security requirements1 , a decision of the Government of the Republic of Lithuania has been received confirming that the Contract is not in the interest of national security in accordance with the Law on the Protection of Objects Critical to the National Security, with regard to the manufacturer and/or origin of the vehicles, and it has been indicated that such situation can be remedied by applying the recommendations pursuant to the provisions of Article 12 (10) (2) of the Law on the Protection of Objects Critical to the National Security of the Republic of Lithuania. In this case, the replacement of the vehicle shall be carried out in accordance with the following requirements:
      1. the vehicles and/or vehicle components to be replaced must fully comply with all the requirements of the contract documents and must be of equivalent or better quality than, and not inferior to, the vehicles or vehicle components specified in the tender;
      2. the vehicles, their components and/or the manufacturer to be replaced must comply with the provisions of Article 45(2)1 of the Public Procurement Act and/or national security requirements/interests;
      3. in this case, the Carrier shall replace the model or make of the vehicle specified in the Carrier's proposal with another model or make of vehicle and/or vehicle components within the time limit specified in the recommendation submitted in accordance with the provisions of the Law on Protection of Objects Important to National Security of the Republic of Lithuania. If the time limit for replacement is not specified in the said recommendation , the Carrier shall ensure the replacement of the model or make of the vehicle specified in the Carrier's proposal with another model or make of vehicle and/or replacement of the components with other components within 9 (nine) months after the circumstances referred to in Clause 19.3 of the Agreement have become known to the Carrier or should have become known to it. If the replacement is not secured within the replacement period referred to in this sub-clause, the Municipality shall have the right to terminate this Agreement;
      4. The parties have entered into a written agreement to the Contract for the replacement of the vehicle and/or its components.
   4. A change in the model or make of the vehicle or its components made in accordance with the procedure set out in Clauses 19.2 and 19.3 of the Contract and the relevant sub-clauses of these Clauses shall not affect the price (rates) of the services provided by the Carrier.
   5. If, in order to perform the Contract in a timely and proper manner, additional services are required which were not foreseen by the Carrier at the time of conclusion of the Contract but which the Carrier should have foreseen and could have foreseen on the basis of the technical specification, the tender and other documents submitted by the Parties, as well as other publicly available information, and which are necessary for the proper performance of the Contract, such services shall be at the Carrier's own cost.
   6. The Parties agree that the Carrier, whose registered office is not located in the Republic of Lithuania, before the commencement of the provision of public passenger carriage services (clause 3.10.2 of the Agreement), shall have the right to transfer the provision of services under the Agreement to another carrier established in the Republic of Lithuania, of which the Carrier shall be the sole shareholder, by the signing of an agreement on the replacement of a party to the Agreement. The change of the Contracting Party shall not affect the nature, scope and/or quality of the services to be provided under this Contract. In the event of a change of party to the Contract, the Carrier and the other carrier established in the Republic of Lithuania becoming a party to this Contract shall be jointly and severally liable to the Municipality and to the Authorised Body for the improper performance of the obligations assumed by this Contract. The Carrier undertakes to maintain a capital structure in the company of the other carrier established in the Republic of Lithuania which becomes a party to the Contract during the whole period of the provision of the services in such a way as to be able to control the carrier and to give it binding instructions. The carrier and the other carrier established in the Republic of Lithuania which becomes a party to this Agreement shall ensure that, at the latest before the signature of the agreement on the replacement of the party to the Agreement, a pre- agreed replacement of the bank guarantee or suretyship insurance is submitted to the Municipality, replacing the party at whose request the bank guarantee or suretyship insurance was issued, from the original carrier to another carrier established in the Republic of Lithuania becoming a party to this Contract, or another carrier established in the Republic of Lithuania becoming a party to this Contract shall provide the Municipality with a new irrevocable and unconditional performance guarantee for the first call contract in the amount specified in the Contract.
   7. Procedure for replacing the carrier as a party to the Contract :
      1. Replacement of the Carrier by a new Carrier in accordance with the procedure set out in the Contract is only possible in the following exceptional cases (an exhaustive list of cases):
         1. the Carrier's reorganisation procedures, including merger or division, have been initiated in accordance with the law;
         2. The Carrier has failed to carry out more than 5 (five) per cent of the total number of scheduled journeys in three (3) consecutive calendar months, counting only those journeys for which

failure to carry out the planned journeys has not been justified in accordance with the provisions of the Contract, or the Carrier has committed three hundred and fifty (350) or more offences in a period of less than 6 (six) consecutive calendar months, as set out in Table 1 of Schedule 8 to the Agreement (excluding the breaches set out in paragraph 11 of Table 1 of Schedule 8 to the Agreement) and the Carrier will not be able to ensure the proper provision of services in the future, and the Carrier has informed the Municipality and the Authorised Body thereof.

* + 1. In order to initiate the replacement of the Carrier by a new Carrier, the Carrier must ensure that it transfers the management (for the remainder of the period of service provision)/ownership to the new Carrier of all the vehicles used for the provision of the service, together with the components and the electronic ticketing equipment installed in the vehicles, at least twenty (20) days prior to the time of the transfer of the Carrier's rights and obligations (Article 19.7.1.1. 19.7.1.2 of the Contract) or within 30 (thirty) days from the moment of the occurrence of the specified circumstances (as provided for in Article 19.7.1.2 of the Contract), to inform the Municipality and the Authorised Body in writing, and to submit together with the aforementioned letter the documents confirming the lack of grounds for exclusion of a new Carrier and the fulfilment of the qualification and other requirements set out in the Contract Documents for a new Carrier, as well as the documentation proving the provision / transfer of the vehicles with equipment used for the provision of services of the Carrier to the new Carrier. The new Carrier taking over the vehicles shall be responsible for the continued maintenance of these vehicles and their compliance with the requirements set out in the Contract and its Annexes.
    2. Upon receipt of the Carrier's letter together with all the documents referred to in Clause 19.7.2 of the Agreement, the Authorised Body shall evaluate the content of the submitted documents and inform the Municipality of the results of the evaluation. The Municipality and the Authorised Body shall inform the Carrier in writing within the time limit set out in Clause 19.8 of the Contract and shall provide a reasoned decision as to whether or not to approve or refuse to approve the change of Contracting Party. If the Authorised Body and the Municipality approve the change, an agreement shall be signed between the Municipality, the Authorised Body, the Carrier and the new carrier on the change of the Contracting Party. The Parties understand and acknowledge that the signing of the Change of Party Agreement and the change of party shall not modify or affect the other terms and conditions of the Contract or the scope thereof (including the term of the services). The Carrier shall remain liable to the Municipality and the Authorised Body for breaches of the Contract committed prior to the entry into force of the Change of Party Agreement.
    3. The new carrier taking over the provision of services under the Contract shall not be a Related Company, firm or institution.
  1. The Party initiating the amendment shall submit to the other Parties a written request for amendment of the terms and conditions of the Contract, together with the documents supporting the circumstances, arguments and explanations referred to in the request, or copies thereof. The other Parties shall respond to the submitted request to modify the relevant provision of the Contract within ten (10) working days with a reasoned reply. In the event of disagreement between the Parties on the modification of the terms of the Contract, the Contract shall not be modified.
  2. All amendments, supplements and annexes to the Contract shall be considered an integral part of the Contract.
  3. If any provision of this Agreement is or becomes invalid in whole or in part, it shall not invalidate the remaining provisions of this Agreement. In such a case, the Parties agree to use their best endeavours to replace the invalid provision with a legally effective provision which, as far as possible, will have the same effect as the replaced provision.
  4. The Contract may be terminated by written agreement of the Parties.
  5. The Municipality shall have the right to terminate the Contract unilaterally, without recourse to the courts, by giving written notice to the Carrier and the Authorised Body at least thirty (30) working days prior to the date of termination of the Contract in the following cases:
     1. The Carrier has committed a material breach of the Contract;
     2. The Carrier shall perform the Contract with the persistent deficiencies referred to in clause 15.2 of the Contract;
     3. The Carrier goes bankrupt or is liquidated, suspends its business activities, or the original Carrier loses control over another Carrier established in the Republic of Lithuania which has become a party to the Contract and/or is no longer able to give binding instructions to the Carrier;
     4. when, due to changes in legal regulation or decisions/directives of public authorities, the Carrier is no longer legally able to provide public passenger transport services on the basis of this Agreement;
     5. when the amount of losses (including losses) payable by the Carrier under this Agreement exceeds 20 (twenty) percent of the 10-year Contract price [insert] EUR without VAT (NOTE: this price is calculated by multiplying the 10-year maximum vehicle mileage by the public passenger transportation services specified in clause 8.3 of the Contract provision rates);
     6. when the Government of the Republic of Lithuania, in accordance with the procedure established by the Law on the Protection of Objects Important for National Security, adopts a decision confirming that the Agreement is not in the interests of national security.
  6. The Carrier shall have the right to terminate the Contract unilaterally, without recourse to court, by giving written notice to the Municipality and the Authorised Body at least 30 (thirty) calendar days before the date of termination of the Contract, if the Municipality and/or the Authorised Body has committed a material breach of the Contract pursuant to Clause 15.1.14 of the Contract
  7. The contract may also be terminated in the cases and according to the procedure set out in Article 90 of the Public Procurement Law.

1. **LIABILITY AND DISPUTE RESOLUTION**
   1. The Contract and the relations between the Parties arising out of it shall be governed by the law of the Republic of Lithuania.
   2. If a Party considers that a dispute has arisen, it may submit a written claim to the other Parties, setting out the grounds on which it is based.
   3. Any dispute, controversy or claim arising out of or in connection with this Agreement, its formation, validity, performance, breach, termination or otherwise, shall be settled by the Parties through negotiations. In the event that a dispute, disagreement or claim cannot be resolved by negotiation, the dispute will be settled in the court of the seat of the Municipality.
2. **FINAL PROVISIONS**
   1. All notifications relating to this Agreement shall be made by e-mail or by other means of exchange of information specified in the Agreement and its Annexes. Written notifications to the other Parties shall be given by registered post or by hand delivery to the addresses laid down in the Contract.
   2. If the notice is served personally or sent by post or courier, it must be served by signature and shall be deemed to have been received on the date stated in the acknowledgement of receipt.
   3. If the notification is sent by e-mail, it shall be deemed to have been received by the Party on the next working day.
   4. If the notification is sent by other means of exchange of information or through information systems as specified in the Agreement and its Annexes, it shall be deemed to have been received by the Party at the time recorded in the system.
   5. If a message is sent by several different methods, the recipient shall be deemed to have received it when he received the preceding message.
   6. The Parties designate the following persons to be responsible for the performance of the Agreement:

Municipality representative: [name, surname, contact details].;

Representative of the notified body: **[name, surname, contact details].**

Carrier's representatives: **[name, surname, contact details]**.

* 1. The representative of the Municipality responsible for the publication of the Agreement and amendments thereto shall be **[name and surname, title]**, in his absence, a Municipality employee acting in his place.
  2. The Agreement is drawn up in Lithuanian and English, in three (3) copies, each having equal legal force, one (1) copy each for the Municipality, the Authorised Body and the Carrier. In the event of any disagreement or ambiguity as to the interpretation of the text of the Contract, the Lithuanian language text of the Contract shall prevail and govern in all cases. The Parties agree that a copy of the Agreement signed by electronic signature shall have the force of an original document.
  3. By signing the Agreement, the Parties confirm that they have read it, understood its contents and its consequences, and have accepted it as being in accordance with their objectives.
  4. One Party shall provide and the other Party shall receive personal data of the Party's representatives (including processors or their representatives engaged by the Party) for the purpose of concluding and performing a contract with the Party represented by the data subject. This data is provided/obtained on the basis of legitimate interest for the purpose of using a representative of a Party to the Contract for the purpose of concluding the Contract and the proper performance of the Contract (for the purpose of identifying, contacting, signing, etc. the representative). The following personal data shall be provided/obtained: name, surname, company name, title, telephone number, email address and other data provided by the Party and (or) its representative. For the purposes and on the basis set out in this paragraph, only personal data of data subjects who enter into or perform a contract concluded by the Parties shall be provided. The Party undertakes to process the received personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), as well as with the requirements of any other applicable legislation of the Republic of Lithuania. The personal data received shall be kept no longer than is necessary for the purposes set out in this Agreement.
  5. The Carrier shall inform its agents of the processing of their personal data, including the following information: SĮ "Susisiekimo paslaugos" (company code 124644360, registered office address Laisvės pr. 10A, Vilnius, e-mail address [office@judu.lt](mailto:office@judu.lt)) processes the following personal data of the Carrier's representatives: name, surname, company name, position, telephone number, e-mail address and other data provided by the Carrier and (or) its representative. The personal data referred to above are processed for the purpose of concluding and performing a contract with a Party represented by the data subject, in the legitimate interests of the Parties to the contract. Depending on the progress of the performance of the Contract and/or the requirements of the applicable legislation (e.g. for the purpose of recovering damages, audits, etc.), the personal data of the Carrier and its representatives may be transferred to the relevant state and municipal authorities and bodies, insurance companies, bailiffs, lawyers, persons providing audit services. Carrier's representatives have the right to request the exercise of their rights as data subjects as set out in the General Data Protection Regulation by writing directly to the Authorised Body.
  6. The Carrier undertakes to inform the Authorised Body immediately of any change in its representatives or their personal data.

1. **OTHER CONDITIONS**
   1. The Carrier acknowledges that it understands that the Authorised Body may be reorganised, renamed or otherwise changed, that new functions in the field of public transport organisation (including the functions provided to the Municipality in the Agreement to be signed) may be assigned to the Authorised Body, or that the functions of the Authorised Body may be delegated to the Municipality or an agency of the Municipality, and that the validity of the present Agreement will not be affected.
   2. If the Delegated Authority is restructured, renamed or replaced, or if new functions are delegated to the Delegated Authority or the Municipality, the rights and obligations under the Contract in relation to the delegation of the new function shall be deemed to have been assigned to the Municipality or the Delegated Authority, as appropriate.
2. **ANNEXES TO THE CONTRACT**
   1. The Contract has 16 (sixteen) Annexes which form an integral part of the Contract:
      1. Annex 1 – "Technical Specification" with Annexes;
      2. Annex 2 – "Requirements for the provision and quality of passenger transportation services”;
      3. Annex 3 – “Procedures for organising and operating the routes”;
      4. Annex 4 – "Descriptions and requirements for the electronic ticketing system and related equipment";
      5. Annex 5 – "Procedures for recording and reconciling breaches of the contract and its annexes”;
      6. Annex 6 – "Public transport infrastructure and responsibilities";
      7. Annex 7 – "Communication of the traffic management centre of the authorized body with the Carriers and drivers working in the public transport system";
      8. Annex 8 – "Table of penalties for quality breaches and incentive measures";
      9. Annex 9 – "Document templates, forms";
      10. Annex 10 – "Personal data processing agreement";
      11. Annex 11 – "Personal data processing agreement (videos)";
      12. Annex 12 – "Description of the procedure for calculating and paying the remuneration for the provision of services for the transportation of passengers by local regular transport routes”;
      13. Annex 13 – " Description of the procedure for fixing and indexing fares for the carriage of passengers on regular local transport routes";
      14. Annex 14 – "Procedure for renting equipment of the e-ticketing system";
      15. Annex 15 – "Form of bank guarantee of performance of procurement contract";
      16. Annex 16 – "Form of letter of suretyship insurance for the performance of the terms of the procurement contract".
3. **ADDRESSES AND PARTICULARS OF THE PARTIES**

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| **Municipality**  Vilnius City Municipality  Administration  Code: 188710061  Konstitucijos pr. 3, 09601  Vilnius  Tel. +370 5 211 2000  A. s. LT95 4010 0424 0363 2773  Luminor Bank AS Lietuvos skyrius, kodas 40100  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Authorised body**  Municipal Enterprise  "SUSISIEKIMO PASLAUGOS"  Code: 124644360  Laisvės pr. 10A, Vilnius  +370 5 270 9339  E-mail: info@judu.lt  A. s.: LT14 7044 0600 0764 2185  AB SEB bankas, code 70440  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Carrier**  **[insert]**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. Circumstances of force majeure are understood as defined in Clause 16.1 of the Contract. [↑](#footnote-ref-2)
2. The minimum mileage shall be calculated by deducting the maximum mileage reduction percentage provided for in the Contract, i.e. 9700000 km minus 15% of the mileage, from the preliminary annual (12 months) total mileage 9700000 km as specified in clause 2.2 of the Contract. [↑](#footnote-ref-3)
3. The maximum mileage shall be calculated by adding the maximum percentage of mileage increase provided for in the Contract, i.e. 9700000 km plus 30% of the mileage, to the preliminary annual (12-month) total mileage of 9700000 km as specified in Clause 2.2 of the Contract. [↑](#footnote-ref-4)
4. The authorized institution and the Municipality note that the following changes that will come into force are already known at the time of the Procurement: Law on Amendment of Articles 2, 17, 37, 47 and 87 of Law on Public Procurement of the Republic of Lithuania No. I-1491 of the Republic of Lithuania <https://e-tar.lt/portal/lt/legalAct/bf4f6f5049bf11efbdaea558de59136c>; Law on Cyber Security of the Republic of Lithuania No. XII-1428 https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/1a8657f2427a11efb121d2fe3a0eff27; Law on the amendment of Articles 1, 2, 13, and 18 of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania No. IX-1132 https://e-tar.lt/portal/lt/legalAct/7329ae2049be11efbdaea558de59136c [↑](#footnote-ref-5)
5. The authorized institution and the Municipality note that the following changes that will come into force are already known at the time of the Procurement: Law on Amendment of Articles 2, 17, 37, 47 and 87 of Law on Public Procurement of the Republic of Lithuania No. I-1491 of the Republic of Lithuania <https://e-tar.lt/portal/lt/legalAct/bf4f6f5049bf11efbdaea558de59136c>; Law on Cyber Security of the Republic of Lithuania No. XII-1428 https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/1a8657f2427a11efb121d2fe3a0eff27; Law on the amendment of Articles 1, 2, 13, and 18 of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania No. IX-1132 https://e-tar.lt/portal/lt/legalAct/7329ae2049be11efbdaea558de59136c [↑](#footnote-ref-6)
6. The authorized institution and the Municipality note that the following changes that will come into force are already known at the time of the Procurement: Law on Amendment of Articles 2, 17, 37, 47 and 87 of Law on Public Procurement of the Republic of Lithuania No. I-1491 of the Republic of Lithuania <https://e-tar.lt/portal/lt/legalAct/bf4f6f5049bf11efbdaea558de59136c>; Law on Cyber ​​Security of the Republic of Lithuania No. XII-1428 https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/1a8657f2427a11efb121d2fe3a0eff27; Law on the amendment of Articles 1, 2, 13, and 18 of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania No. IX-1132 https://e-tar.lt/portal/lt/legalAct/7329ae2049be11efbdaea558de59136c [↑](#footnote-ref-7)
7. Paragraph 3 of Part 2 of Article 87 of the Law on Public Procurement, Paragraph 9 of Methodology for Setting Pricing Rules, approved by the Order No. 1S-95 of the Director of the Public Procurement Service "On the Approval of the Methodology for Setting Pricing Rules" of 28 June 2017. [↑](#footnote-ref-8)
8. The value of the initial contract, when stated in the contract, does not include the value that may arise from the options provided for in the contract documents and the contract (term of the contract, quantities to be procured, scope of the contract, changes to the subject matter, etc). [↑](#footnote-ref-9)
9. The first reporting period is from the commencement of the service provision to the end of the calendar year, subsequent reporting periods are the calendar year, the last reporting period is from the beginning of the calendar year to the end of the service provision. [↑](#footnote-ref-10)
10. The authorized institution and the Municipality note that the following changes that will come into force are already known at the time of the Procurement: Law on Amendment of Articles 2, 17, 37, 47 and 87 of Law on Public Procurement of the Republic of Lithuania No. I-1491 of the Republic of Lithuania <https://e-tar.lt/portal/lt/legalAct/bf4f6f5049bf11efbdaea558de59136c>; Law on Cyber ​​Security of the Republic of Lithuania No. XII-1428 https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/1a8657f2427a11efb121d2fe3a0eff27; Law on the amendment of Articles 1, 2, 13, and 18 of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania No. IX-1132 https://e-tar.lt/portal/lt/legalAct/7329ae2049be11efbdaea558de59136c [↑](#footnote-ref-11)
11. Breaches due to improper use of the heating and/or ventilation system are excluded. [↑](#footnote-ref-12)
12. The Authorised Body and the Municipality note that the following amendments are already known to be in force at the time of the Purchase: the Law on Amendments to Articles 2, 17, 37, 47 and 87 of the Law on Public Procurement of the Republic of Lithuania No. I-1491, https://e- tar.lt/portal/lt/legalAct/bf4f6f5049bf11efbdaea558de59136c; the Law on Amendments to the Law on Cyber Security of the Republic of Lithuania No. XII-1428, https://e- seimas.lrs.lt/portal/legalAct/lt/TAD/1a8657f2427a11efb121d2fe3a0eff27; the Law on Amendments to the Law on the Protection of the Facilities of Importance to National Security of the Republic of Lithuania No. IX-1132, Articles 1, 2, 13, and 18 https://e-tar.lt/portal/lt/legalAct/7329ae2049be11efbdaea558de59136c [↑](#footnote-ref-13)