**Table of penalties for quality breaches and incentive measures**

**Table 1. Penalties for breaches**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Breaches during the reference period (reference period is defined as one calendar month)** | **Penalty** | **The report submitted by:** |
|  | When a vehicle arrives late at the terminal stop, or is more than 3 (three) minutes late to leave the control stop (even though it arrived on time at the control stop), or departs from the stop earlier than scheduled. | €50 for each breach of punctuality clause (unless there are circumstances, provided in the Contract, justifying the punctuality clause breach). | Authorized Body |
|  | When the vehicle leaves the interchange point stop more than 3 (three) minutes after the scheduled time or leaves the interchange point stop earlier than the scheduled time. | €10 per breach (applies if there are no justifiable circumstances, provided in the Contract, justifying the failure to be punctual). The maximum amount of penalties per trip for breaches of this clause is €50. | Authorized Body |
|  | Failure to perform a scheduled journey in the absence of circumstances justifying the failure to perform the journey. | €100 per missed journey (applies if there are no justifiable circumstances, provided for in the Contract, for the missed journey). | Authorized Body |
|  | Failure to carry out the first and/or last scheduled journey in the absence of circumstances justifying the failure to carry out the journey. | €100 per missed journey (applies if there are no justifiable circumstances, provided in the Contract, for the missed journey). | Authorized Body |
|  | Where the Carrier fails to comply with the approved  scheduled vehicle release plan (releasing a vehicle type other than the one scheduled (not applicable in the case referred to in Note 3). | €50 per case established. | Authorized Body |
|  | The Carrier fails to fulfil over 2 (two) per cent of the journeys foreseen in the schedule per month. | A 2 (two) per cent reduction in the monthly remuneration (calculated on the amount payable to the Carrier without deduction of penalties). | Authorized Body |
|  | In the event of a breakdown of the vehicle serving the route, the delay in replacing it with another vehicle in good working order that meets the requirements set out in the Contract is more than ten (10) minutes after the expiry of the 30-minute time limit set out. | €50 per case established. | Authorized Body |
|  | During the reference period, a breach was recorded for operating a route with a vehicle that did not comply with the vehicle requirements set out in the Contract. | €50 per case established. | By the findings recorded in the deeds |
|  | Any breach of the requirements for the proper handling and provision of services to passengers set out in the Contract and in Annexes 2 and 3 thereto has been recorded during the reporting period, with the exception of the cases referred to in clause 12 of this table and in the relevant sub-clauses. | €50 per case established. | By the findings recorded in the deeds |
|  | During the reporting period, a breach of the advertising requirements set out in the Contract was recorded, which was not remedied by the Carrier within the time limit set out in Annex 2 to the Contract. | €500 per case established. | By the facts established by the Authorized Body |
|  | During the reporting period, has been recorded the use of a heating, ventilation and/or air-conditioning system for the ventilation, heating and /or air-conditioning of the vehicle which is not provided in the Contract and its Annexes or a violation of the requirements and/or limitations on the use of the heating, ventilation and/or air-conditioning system provided in the Contract and its Annexes, | € 100 per journey where the breach is recorded. | According to the information of the electronic ticketing equipment used by the Authorised Body or information from the Carrier’s system |
|  | For failure to comply with or breach of any other requirement not covered by clauses 1 to 11 of this Table but provided for in the Contract: | | |
|  | Annex 2, clause 1.19 "Requirements for the decoration of vehicles on public holidays"; | €10 per case established. | By the findings recorded in the deeds |
|  | Annex 2, clause 1.27.2 "Requirements for Carrier and Passenger Insurance"; | €200 per case established. | Authorized Body |
|  | For failure to provide release information to TCC, failure to report incidents, technical occurrences, traffic accidents etc. by PT drivers, see Annex 7; | EUR 20 for each case established(does not apply if the Carrier's failure to comply with the requirement is due to the action or inaction of an Authorized Body). | Authorized Body |
|  | During the reporting period, a breach of the Carrier's obligations as set out in Annex 4, clause 4 was recorded; | €20 per case established. | Authorized Body |
|  | The Carrier fails to comply with the laws of the Republic of Lithuania, government resolutions, other legal acts, including, but not limited to, decisions of Vilnius City Municipal Council, orders of the Authorized Body, regulating the provision of services; | €50 per case established. | Authorized Body |
|  | If vehicles from several routes stop at the same stop and a passenger interchanges between routes and is about to board a vehicle from a particular route, the driver of the Carrier closes the doors of the vehicle and does not allow the passenger to board. | €20 for each case established or passenger complaint received. | Authorized Body |
|  | The Carrier's driver fails to stop at a stop along the route; | €20 for each case established or passenger complaint received. | Authorized Body |
|  | 1. The Carrier fails to provide the Authorized Body with recordings of the CCTV equipment in accordance with the contractual arrangements or to provide the logins to the system; 2. The video does not show the correct date or time, or the identification number of the bus; 3. The quality of the video is poor and/or it is not possible to determine from the video provided whether it is the video requested; 4. The video equipment is not working properly and/or the video equipment is switched off and/or the cameras are blocked/covered or the operation of the CCTV equipment is interfered with in other ways. | A penalty of €200 per case. | Authorized Body |
| 12.9 | The driver smokes in the vehicle | A penalty of €100 per case. | Authorized Body |
| 12.10 | The driver does not wear a uniform. | A penalty of €100 per case. | Authorized Body |
|  | For any other breach of the Contract or contractual obligations not specified in points 1 to 12 of the table. | A penalty of € 50 per case. | Authorized Body |

NOTES:

1. Missed journeys, schedule irregularities and breaches due to improper use of the heating, ventilation and/or air-conditioning system shall be determined on the basis of the readings of the Authorized Body's e-ticketing equipment or other equivalent equipment and of the reports, other equivalent documents or software readings issued by the Municipality or the Authorized Body's inspectors.
2. The imposition of liquidated damages (fines, penalties) under this Contract shall not preclude the Carrier from incurring administrative liability for the same breach.
3. The penalty for releasing a vehicle of a different type from the scheduled one shall not apply if the Carrier releases a vehicle of a higher capacity instead of a vehicle of a lower capacity provided for in the Authorized Body's public transport service release plan, in which case the payment shall be made to the Carrier in respect of the vehicle provided for in the public transport service release plan.

**Table 2. Carrier incentives**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Target result per reference period (a reference period is defined as one calendar month)** | **Incentive measure** | **The report submitted by:** |
|  | The Carrier completes 99.8% or more of the journeys\*\*. | A bonus of EUR 1,000 for each tenth of a share exceeding 99.8%\* | Authorized Body |
|  | The Carrier's punctuality at interchange points is 98.5% or more. | A bonus of €200 for every tenth of a share above 98.5%\* | Authorized Body |

**\*Only the change in the tenth part is paid (e.g. 99.85...99.89 is promoted only for the tenth part).**

**\*\* The percentage of completed journeys is calculated by taking into account the unfulfilled unjustified journeys.**

**Municipality Authorized body Carrier**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**