

## **Performance Scheme**

### **I. Sanctions**

#### **1. Train delays**

Sanctions (defaults) for delays are charged for trains confirmed with the “List of regular trains” for a respective RU or additionally assigned with a respective document by SE NRIC.

The total delay at a terminal station is a sum of the minutes of delay due to the SE NRIC and the respective RU from the origin station to the terminal station.

In case of a train delay, depending on the causes of delay, the reasons are referred to in compliance with Annex 4, Section II, Item “c” of Ordinance No 41 for access and use of the railway infrastructure.

##### **1.1. In case of delay due to a fault of the SE NRIC**

1.1.1. In case of delay of a passenger train due to the SE NRIC after the 5th minute at the destination station, the latter shall owe default to the RU in the amount of BGN 2.50 per minute.

1.1.2. In case of delay of a freight train that has departed according to the time established by the TT due to the SE NRIC, after the 60th minute at the destination station, the latter shall owe a default to the RU in the amount of BGN 1.40 per minute.

1.1.3. In case of delay of a freight train that has departed with delay up to 60 minutes in view of the time established with the TT due to the SE NRIC after the 90th minute at the terminal station, the latter shall owe a default to the RU in the amount of BGN 1.40 per minute.

1.1.4. For international freight trains:

1.1.4.1. If an international freight train has departed from a neighbouring administration with a delay up to 1,440 minutes with respect to the time established with the TT due to the SE NRIC, the latter shall owe a default in the amount of BGN 1.40 per minute for the additionally occurred delay along the railway infrastructure, reduced by 90 minutes. The additional delay is determined as the difference in the delay at the destination station and the origin station.

1.1.4.2. If it is permitted for an international freight train to carry domestic freight and it is delayed due to the SE NRIC, the provisions of Items 1.1.2. and 1.1.3. shall apply.

##### **1.2. In case of delay due to the RU**

1.2.1. In case of delay of a passenger train due to the RU after the 5th minute at the terminal station, the latter shall owe a default to the SE NRIC in the amount of BGN 2.50 per minute.

1.2.2. In case of delay of a freight train that has departed according to the time established with the TT due to the RU after the 60th minute at the terminal station, the latter shall owe a default to the SE NRIC in the amount of BGN 1.40 per minute.

1.2.3. In case of delay of a freight train that has departed with a delay up to 60 minutes with respect to the time established with the TT due to the RU after the 90th minute at the terminal station, the latter shall owe a default to the SE NRIC in the amount of BGN 1.40 per minute.

1.2.4. For international freight trains:

1.2.4.1. If an international freight train has departed from a neighbouring administration with a delay up to 1,440 minutes from the time established with the TT due to the RU, the latter shall owe a default in the amount of BGN 1.40 per minute for the additional delay along the railway infrastructure, reduced by 90 minutes. The additional delay is determined as the difference in the delay at the destination station and the origin station.

1.2.4.2. In case it is permitted for an international freight train to carry a domestic freight and it is delayed due to the RU, the provisions of Items 1.2.2. and 1.2.3. shall apply.

### **1.3. In case of delay due to a third party.**

1.3.1. In case the delay of a train is due to a third party, the SE NRIC shall pay the respective defaults to the RUs and shall claim them from the Parties having caused the delays (the third party).

1.3.2. If the delay of a train is caused by another RU, the SE NRIC shall pay the respective default to the RU of the delayed train. The paid default or the costs incurred for services as per a price list of the SE NRIC shall be compensated to the SE NRIC by the RU that have caused the delay.

1.3.3. Items 1.3.1. and 1.3.2. shall not apply, when the cause of the delay of a particular train of a respective RU is a neighbouring administration, as the delays are related to reasons not depending on the parties and no sanctions shall be imposed on the parties.

1.3.4. In cases under Item 1.3.3. the delays caused to trains of all RUs are related to reasons not depending on the parties and no sanctions shall be imposed on the parties.

### **1.4. Procedure for determination of the delays, the amounts due and the payment method.**

1.4.1. In order to determine the delays of passenger and freight trains of every dispatcher's circuit for each shift a shift report on the delay of the trains is kept by RUs.

1.4.2. When a train moves through two or more dispatcher sections on the territory of one Train Operation and Station Activity Management Division (TOSAM) through two or more TOSAM divisions, the delay of the train shall be specified in the shift

report, prepared by the Regional Operational Dispatcher Unit (RODU) at the TOSAM, in which the train ends its movement.

1.4.3. The train dispatchers at RODU at TOSAM shall sign the shift report for the registered delays of the trains along the railway.

1.4.4. On a daily basis by 9:00 a.m. on working days, the SE NRIC shall provide/send to the respective RU the shift reports under Item 1.4.3. for the last day and night shifts.

1.4.5. The shift reports shall be signed by an official of the respective RU, thereby certifying the credibility of the reported delays and their respective causes.

1.4.6. In case of disagreement with the reported delays of trains and/or causes for them, the RU shall sign the shift reports and shall provide a justified presentation of the causes for disagreement for the respective trains, and then by 12 o'clock at noon on the same day it shall return the signed shift reports to the respective RODU at TOSAM.

1.4.7. A copy of the signed daily shift reports with the satisfied claims under Items 1.5.1 and 1.5.2. shall be submitted by the SE NRIC to a person authorised by the respective RU for further actions by both parties.

1.4.8. Based on daily shift reports under Item 1.4.7., the respective RODU shall prepare monthly protocols, which it shall send to the COM department of the Train Traffic and Capacity Management (TTCM) division until the 12th day of the month following the reporting month.

1.4.9. Until the 14th day of the month following the reporting month, the TOSAM division shall summarise the reports under Item 1.4.8. and shall prepare a record based on a sample for establishing the amount of the delays and the causes for them, which shall be sent by it to the respective RU for signature.

1.4.10. The RU shall sign the provided record and shall return it to the TOSAM division within 4 (four) working days.

1.4.11. Until the 20th day of the month following the reporting month, the parties shall submit the record signed under Item 1.4.9. to their accounting departments for making the respective accounting entries.

1.4.12. The amount under Item 1.4.11. shall be paid by the debtor until the end of the month following the reporting month.

### **1.5. Procedure for fast settlement of disputes in relation to train delays**

1.5.1. In the cases under Item 1.4.6., consultations shall be conducted between representatives of the parties in order to clarify the causes for delays based on the justifications presented by the RU and by 4:30 pm the representatives of the parties shall sign the shift report with satisfied and/or unsatisfied claims.

- 1.5.2. In case of failure to reach an agreement regarding the claims of the RUs under Item 1.4.6. and in relation to Item 1.5.1., they shall be specified further by the representatives determined by the interested parties within a deadline of 3 (three) working days, by correcting the respective shift report, which is signed by them.

## **1.6. Special cases when reporting train delays**

- 1.6.1. In case of incidents, accidents and serious accidents, Items 1.5.1. and 1.5.2. shall not be applied. In this case, all delays are related to the cause, determined in the “Final Report” for the event occurred in the respective month, when the report is signed. In case of joint infliction, the delays are allocated proportionally according to the provisions specified in the Final Report.

- 1.7. In case of all other disputes, unsettled by the parties, the cases are presented for revision by the regulatory authority.

- 1.8. In case of disagreement by any of the parties with the decision under Item 1.7., the effective legislation of the Republic of Bulgaria shall be applied.

## **2. Special cases when registering and reporting train delays**

### **2.1. In case of passenger train delays:**

- 2.1.1. In case of malfunction of the train locomotive.

In case of malfunction of the train locomotive of a passenger train, after the provision of a functioning locomotive by the RU, the train shall continue its operation under the same number with the respective delay. If the locomotive has a design speed less than the one specified in the schedule booklet, the train shall continue its operation without correcting the timetable and the delay accumulated during the operation shall be on the account of the RU.

- 2.1.2. In cases of malfunction of the RRS, requiring train operation with a lower braking rate:

- 2.1.2.1. In case of malfunction of the rolling stock and provision of another one by the RU requiring train operation with a braking rate lower than the one set in the train composition plan (TCP) and the timetable booklet, the RU shall submit a request to the SE NRIC for preparing a correction of the timetable with the braking rate requested by the station in which the correction to the destination station for train operation shall be applied. The train shall preserve its number, but the braking rate and the operation speeds by interstation sections due to the reduced braking rate are corrected. The delay realized due to the lower speeds shall be determined according to the initially confirmed train schedule. The accumulated train delay at the destination station, as well as the delays caused by the trains of any other RUs, shall be on the account of the RU.

- 2.1.2.2. For ensuring compliance with the corrections of the speeds at the station, from which the train will operate under the new conditions, the traffic manager on duty shall also provide together with the corrections of the speed Sample II-A, and he/she enters the number of the order with which the changes have been entered under Item 4.

## **2.2. In case of freight train delay:**

### **2.2.1. Domestic freight trains:**

- 2.2.1.1. When a train of the railway undertaking is reduced at a station within the meaning of Article 54, Paragraph 1 of the Rules for the Train Traffic and Shunting Operations in Railway Transportation due to the railway undertaking or a part of the rolling stock due to malfunction of traction rolling stock, its delay shall be reported until the departure of the reduced train or the part of the rolling stock from the station of reduction. In this case, default shall be paid under the conditions of Section I Sanctions, paragraph 1, items 1.2.2, 1.2.3, or 1.2.4.

- 2.2.1.2. When a train of the railway undertaking is reduced at a station within the meaning of Article 54 Paragraph 1 of the Rules for Train Traffic and Shunting Operations in Railway Transportation or a part of the composition due to the SE NRIC, its delay shall be reported until the departure of the reduced train or part of the rolling stock from the station of reduction. In this case, default shall be paid under the conditions of Section I Sanctions, paragraph 1, items 1.1.2, 1.1.3, or 1.1.4.

## **II. Compensations**

- 1. In case of changing the route or cancellation of trains, pre-arranged and confirmed with the “List of Regular Trains” or assigned additionally with the respective document issued by the SE NRIC, due to the SE NRIC.**

### **1.1. Definition and general terms.**

Changing the route of a train means every change leading to a necessity of preparing a new timetable, in which the timetable of the origin station and the destination station coincide with the stations of the pre-arranged and confirmed route with the “List of Regular Trains” of a corresponding train number. Along the changed route, the train shall keep its number which has been arranged and confirmed with the “List of Regular Trains”.

The information, specified below, shall also apply for trains, which are not part of the “List of Regular Trains”, but which have been assigned additionally with the respective document issued by the SE NRIC, and a change of the route shall be required.

- 1.1.1. Technological times for “processing” of a freight train along the changed route are admissible only for stations, falling within sections of the initial pre-arranged and confirmed route with the “List of Regular Trains”.

Processing is considered to be a change of a rolling stock related to wagon removal shunting (except the cases endangering the safety and security of the carriage process), adding of wagons, or their rearrangement. The attaching or detaching of train or auxiliary locomotives is not considered as handling of the train.

- 1.1.2. If a RU would also like to perform handling also at stations that are not falling within sections of the initially arranged and confirmed with the “List of Regular Trains” route, they should submit an additional request for capacity, and the SE NRIC shall satisfy it, if possible, and shall prepare a new timetable in the residual free capacity for the respective date. In this case, the train shall be considered new and it shall be assigned with a new number, as per an additional request, with all prices for services paid for it, while the provisions of Item 1.2. of Section II. “Compensations” shall not be applied.

The changed train shall be canceled, and the RU shall pay the charge for requested and unused capacity.

- 1.1.3. In case of changing the route of a passenger train, it is admissible to set stopping at the stations along the new route, where trains of the same category as approved by the “List of Regular Trains” stop and the provisions of Item 1.2. of Section II “Compensations” shall not be applied.

## **1.2. Liability and obligations of the SE NRIC.**

- 1.2.1. If due to the SE NRIC the route of a train number that is pre-arranged and approved with the “List of Regular Trains” is changed causing increase of the pre-arranged kilometres along its route, the RU shall not pay the railway infrastructure charges for the additionally realised train kilometres and gross ton kilometres.
- 1.2.2. In case of a changed route of a train under Item 1.2.1. and necessity of assignment of an additional train due to a smaller traction norm of the locomotives along the changed route, the RU shall not pay the railway infrastructure charge for the realised train kilometres and gross ton kilometres of the same train.
- 1.2.3. In case of assignment of isolated locomotives for the provision of auxiliary traction in the cases under Items 1.2.1. and 1.2.2., the RU shall not pay the railway infrastructure charge for the realised train kilometres and gross ton kilometres.
- 1.2.4. In cases under Items 1.2.1., 1.2.2., and 1.2.3. the SE NRIC shall compensate additional costs related to:
  - 1.2.4.1. additional costs for the working hours of the locomotive staff based on official documents provided by the RU;
  - 1.2.4.2. additional costs for the working hours of the RU staff based on official documents provided by the RU;
  - 1.2.4.3. additional costs for the distributed electricity under the average price according to invoices for the period of interruption and a cost rate per 1 gross ton kilometre determined according to data of the SE NRIC for the performed gross ton kilometre operation;
  - 1.2.4.4. additional costs for the electricity consumed at the average price according to invoices for the period of interruption and a cost rate per 1 gross ton

kilometre determined according to data of the SE NRIC for the performed gross ton kilometre work;

1.2.4.5. additional costs for diesel fuel by the average price according to invoices for the period of interruption and a cost rate for 1 gross ton kilometre determined according to the technical passport of the respective locomotive series;

1.2.5. The compensations under Item 1.2.4. shall be paid within a deadline up to 30 calendar days since the final approval of the presented documents.

## **2. Cancellation of trains.**

2.1. If due to the RU a train confirmed with the “List of Regular Trains” or additionally assigned with the respective document, issued by the SE NRIC is cancelled, the RU shall pay the charge for requested and unused capacity to the SE NRIC.

2.2. If due to the SE NRIC a train confirmed with the “List of Regular Trains” or additionally assigned with the respective document, issued by SE NRIC is cancelled, the latter shall pay default to the RU in an amount equal to the charge for requested and unused capacity.

2.3. If due to the RU a train approved by the “List of Regular Trains” or additionally assigned with the respective document, issued by the SE NRIC is cancelled, the SE NRIC shall pay the respective RU a compensation for the cancelled train in an amount equal to the charge for requested and unused capacity. In this case, the compensations paid by SE NRIC shall be reimbursed to the SE NRIC by the RU that has caused the cancellation.

2.4. In case of transboarding of passenger trains due to the SE NRIC or due to any third parties, with which SE NRIC has entered into contractual relations, the latter shall due the trans-shipment costs to the RU.

## **III. Measures for improving the operation of the network.**

If needed and when a written request of a respective RU is submitted for the passage of a delayed, ad-hoc or newly assigned train, as per the discretion of the SE NRIC it shall be allowed to open earlier or to extend the working hours of a station that is closed for traffic service for a part of the day.