**Approved**

 by Minutes No. SD-PROT-MK/2023/34

of the11 September 2023 meeting

of the Property Transfer, Leasing and Rental Committee

of RM Limited Liability Company *(SIA)* Rīgas satiksme

**Auction Regulations**

 **on the Transfer of the Movable Property (Trolleybuses) Owned by RM SIA Rīgas satiksme**

1. **General Provisions**
	1. The Regulations shall prescribe the procedures for organising the transfer (alienation) of movable property - trolleybuses (hereinafter - the Property) owned by RM SIA Rīgas satiksme (hereinafter - the Auctioneer) (hereinafter - the Regulations).
	2. Information about the Property: 1) GST-18, State registration No.: 16077, year of issue: 2004; 2) GST-18, State registration No.: 16099, year of issue: 2004; 3) GST-18, State registration No.: 16109, year of issue: 2004; 4) GST-18, State registration No.: 16111, year of issue: 2004; 5) GST-18, State registration No.: 16120, year of issue: 2005; 6) GST-18, State registration No.: 16131, year of issue: 2005; 7) GST-18, State registration No.: 16142, year of issue: 2005; 8) GST-18, State registration No.: 16153, year of issue: 2004; 9) GST‑18, State registration No.: 16175, year of issue: 2005; 10) GST-18, State registration No.: 16186, year of issue: 2005; 11) GST-18, State registration No.: 16197, year of issue: 2004; 12) GST-18, State registration No.: 16207, year of issue: 2004; 13) GST-18, State registration No.: 16218, year of issue: 2004; 14) GST-18, State registration No.: 16229, year of issue: 2004; 15) GST-18, State registration No.: 16231, year of issue: 2004; 16) GST-18, State registration No.: 16240, year of issue: 2004; 17) GST-18, State registration No.: 16251, year of issue: 2004; 18) GST-18, State registration No.: 16262, year of issue: 2004; 19) Škoda-24Tr, State registration No.: 18252, year of issue: 2008; 20) Škoda-24Tr, State registration No.: 28263, year of issue: 2008; 21) Škoda-24Tr, State registration No.: 28274, year of issue: 2008; 22) Škoda-24Tr, State registration No.: 28285, year of issue: 2008; 23) Škoda-24Tr, State registration No.: 28296, year of issue: 2008; 24) Škoda-24Tr, State registration No.: 18303, year of issue: 2008; 25) Škoda-24Tr, State registration No.: 28314, year of issue: 2008; 26) Škoda-24Tr, State registration No.: 28325, year of issue: 2008; 27) Škoda-24Tr, State registration No.: 28336, year of issue: 2008; 28) Škoda-24Tr, State registration No.: 28347, year of issue: 2008; 29) Škoda-24Tr, State registration No.: 28358, year of issue: 2008; 30) Škoda-24Tr, State registration No.: 28369, year of issue: 2008; 31) Škoda-24Tr, State registration No.: 28371, year of issue: 2008; 32) Škoda-24Tr, State registration No.: 28501, year of issue: 2009; 33) Škoda-24Tr, State registration No.: 28510, year of issue: 2008; 34) Škoda-24Tr, State registration No.: 28554, year of issue: 2009; 35) Škoda-24Tr, State registration No.: 29004, year of issue: 2008; 36) Škoda-24Tr, State registration No.: 29015, year of issue: 2008; 37) Škoda-24Tr, State registration No.: 29026, year of issue: 2008; 38) Škoda-24Tr, State registration No.: 29037, year of issue: 2008; 39) Škoda-24Tr, State registration No.: 29048, year of issue: 2008; 40) Škoda-24Tr, State registration No.: 29059, year of issue: 2008; 41) Škoda-24Tr, State registration No.: 29061, year of issue: 2008; 42) Škoda-24Tr, State registration No.: 29190, year of issue: 2008; 43) Škoda-24Tr, State registration No.: 29233, year of issue: 2009.
	3. Property owned by the Auctioneer – 43 trolleybuses:
		1. 18 (eighteen) “Ganz Solaris Trollino 18” trolleybuses (powered only by conventional mains electricity)
		2. 25 (twenty-five) Škoda 24 TR trolleybuses;
			1. 8 “Škoda 24 TR” trolleybuses (powered only by conventional mains electricity);
			2. 12 (twelve) Škoda 24 TR equipped with a diesel generator. 7 (seven) trolleybuses have a diesel engine in technical working order and 5 (five) trolleybuses have a diesel engine fault/defect;
			3. 5 “Škoda 24 TR” trolleybuses to be used for spare parts (powered only by conventional mains electricity) – defective power unit (“SKYP”).
	4. Information about the Auctioneer:

Riga Municipality Limited Liability Company (SIA) Rīgas Satiksme,registration No. 40003619950.

Registered address: Kleistu iela 28, Riga, LV-1067,

Office address: Vestienas iela 35, Riga, LV-1035;

Telephone: +371 20361862; fax: +371 67104802, [www.rigassatiksme.lv](http://www.rigassatiksme.lv) ,

contact person: Artūrs Savickis, Procurement Specialist of the Procurement and Material Resources Management Department: +371 26363225, e-mail: arturs.savickis@rigassatiksme.lv;

payment details: AS CITADELE BANKA, SWIFT CODE PARXLV22;

Account No.: LV53PARX0006048640067.

* 1. The transfer of the Property is arranged and organised by the Property Transfer, Leasing and Rental Committee (hereinafter - the Committee) established by the order of the Board of RM SIA Rīgas satiksme.
	2. The Property as a single entirety of things is transferred - sold in an electronic auction by ascending step (ascending price method), setting the opening price at **EUR 728,200.00** (seven hundred twenty-eight thousand two hundred euros and 00 cents) (hereinafter - the opening price), excluding value added tax (hereinafter - VAT). At the moment of signing the purchase agreement the price bid is taxed with VAT.
	3. Auction security – 10% of the opening price, i. e. **EUR 72,820.00** (seventy-two thousand eight hundred and twenty euros and 00 cents) (hereinafter – the Security) without VAT. The Security must be transferred into the current account of the Auctioneer specified in Clause 1.4 of the Regulations by the term for applying for the auction specified in Clause 2.2 of the Regulations, indicating the following in the purpose of the payment order "**Application Security for the Trolleybuses Auction".**
	4. Fee for participation in the auction – to the administrator of the electronic auction site under the procedure laid down in the laws and regulations in accordance with the invoice prepared for the user registered on the electronic auction site.
		1. The payment of the Security and participation fees may be carried out online on the Electronic Auctions (E-auction) website, using the payment tools offered on  [www.latvija.lv](http://www.latvija.lv) or by printing the invoices generated by the E-auction website and paying them in an internet bank or a bank branch.
	5. The announcement of the electronic auction is published in the official gazette of the Republic of Latvia Latvijas Vēstnesis, on the electronic auction website <https://izsoles.ta.gov.lv> and on the website of the Auctioneer [www.rigassatiksme.lv](http://www.rigassatiksme.lv) .

1.9. The Property can be viewed by applying in advance on working days from 9:00 am to 4:00 pm, by calling the contact person Jurijs Deļņikovs to the mob.tel.: + 371 29499324.

1. **Auction applicants and preconditions for registration of the applicant in the Register of Auction Participants**
	1. The auction participant may be any natural or legal person who, in accordance with the applicable laws and regulations of the Republic of Latvia, can acquire the Property into their ownership and who has paid the Security specified in Clause 1.6 of the Regulations and is authorised to participate in the auction.
	2. The application of the applicants for the auction shall take place from **1:00 pm on 18 September 2023**  till **11:59 pm on 8 October 2023 in the Register of Auction Participants on** the electronic auctions website maintained by the Court Administration <https://izsoles.ta.gov.lv>.
	3. Auction applicants - natural persons willing to apply for an auction on their own behalf or on behalf of another natural or legal person shall specify the following on the electronic auctions website <https://izsoles.ta.gov.lv>:
		1. natural person:
			1. name, surname;
			2. personal identity number or date of birth (a person who has not been assigned a personal identity number);
			3. contact address;
			4. type and number of personal identification document;
			5. payment details (the current account of the credit institution for repayment of the Security);
			6. additional contact information of the person (e-mail address and telephone number, if any).
		2. If the person represents another natural or legal person, in addition to what is specified in Clause 2.3.1 of the Regulations, the following information about the person represented by the registered user and the authorisation thereof shall also be indicated:
			1. type of person to be represented;
			2. name, surname for a natural person or a firm name for a legal person;
			3. personal identity number or date of birth (for a foreigner) for a natural person or registration number for a legal person;
			4. contact address;
			5. type and number of personal identification document for a natural person;
			6. information about a power of attorney certified by a notary, if a registered user represents another natural person at the auction, or information about a written power of attorney or a document certifying the right of a registered user to represent a legal person without a special authorisation, if a registered user represents a legal person;
			7. information about the scope of authorisation (right of representation for a specific auction, several specific auctions, for a specified period of time, permanently).
	4. When registering in the Register of Auction Participants, the person shall familiarise themselves with the terms of use of the electronic auction website and shall confirm the compliance with the terms, as well as the correctness of the data provided about themselves.
	5. Information about the person shall be included in the Register of Auction Participants in accordance with the person's application. The person shall submit the application independently, using the electronic service available on the electronic auction site "About the participation of the e-auction site participant in a specific auction" and identifying themselves with one of the means for identification offered on the unified state and local government portal [www.latvija.lv](http://www.latvija.lv).

## The auction applicant shall not registered for the auction if:

* + 1. the term for the registration of auction applicants has not yet occurred or has expired;
		2. all of the conditions referred to in Clause 2.3.1 or Clause 2.3.2 of the Regulations have not been complied with.
1. **Authorisation of Registered Users for the Auction**
	1. A registered user willing to participate in the announced auction shall send a request to the auctioneer for authorization to participate in a specific auction on the electronic auction site and shall transfer the Security in the amount specified in the auction announcement into the account of the Auctioneer specified in the auction announcement, and shall also pay the fee for participation in the auction to the website administrator under the procedure laid down in the laws and regulations in accordance with an invoice prepared for a user registered on the electronic auction site.
		1. When sending the authorization request to the Auctioneer, the auction applicant shall simultaneously send a payment order for the paid Security to the e-mail address of the contact person of the owner of the Property specified in Clause 1.3 of the Regulations.
	2. The Auctioneer shall authorise the auction applicant who has met the preconditions of the auction for participation in the auction within 7 (seven) days from the date of receipt of the Security and the authorisation request of the auction applicant, if there are no restrictions referred to in Clause 2.6 of the Regulations.
	3. The Auctioneer shall send the information about authorisation to participate in the auction to the registered user electronically to the account created for the registered user on the electronic auction site.
	4. When authorising a person for an auction, the system of the electronic auction site shall automatically generate a unique identifier for each bidder.
	5. The auction applicant shall not be authorised for the auction if:
		1. the term for the registration of auction applicants has not yet occurred or has expired;
		2. all of the conditions referred to in Clause 2.3.1 or Clause 2.3.2 of the Regulations have not been complied with;
		3. the insolvency procedure of the auction applicant has been initiated;
		4. the auction applicant has outstanding obligations towards the Company;
		5. the auction applicant has not paid the Security;
		6. under the procedure laid down by the laws and regulations of the Republic of Latvia, the auction applicant has been recognised as an entity not entitled to close legal transactions and undertake obligations, including, but not only to enter into contracts, obtain the title, etc.
2. **Auction Procedure**

## The auction shall take place on the electronic auction site <https://izsoles.ta.gov.lv> from 1:00 pm on 18 September 2023 till 1:00 pm on 18 October 2023.

## Participants authorised for the auction may place their bids for the entire period of the auction. The bidding process shall take place by one bid at a time and with an ascending step of **EUR** **500** (five hundred euros), without VAT.

## If during the last 5 (five) minutes before the time laid down for ending of the auction a bid is registered, the duration of the auction shall be automatically extended for 5 (five) minutes If during the last hour before the time laid down for ending of the auction significant technical disorders are found, which may affect the result of the auction, and they are not related to system security infringements, the duration of the auction shall be automatically extended until 1:00 pm on the next working day After the end of the auction bids shall not be registered and the end date and time of the auction and the last bid made shall be indicated on the electronic auction website.

## The Auctioneer may terminate the auction if a notification from the security manager of an electronic auction website on significant technical failures which may influence the result of the auction has been received during the auction. A notice regarding termination of the auction shall be published on the electronic auction website.

## After the auction is closed, the system shall automatically prepare the statement of auction within 24 (twenty-four) hours.

## Security which has been paid by a person who has been awarded the contract on acquisition of the Property as a result of the auction shall be included in the purchase price.

## The security paid by other auction participants shall be repaid thereto within 45 (forty-five) days from the date of the auction.

## The auction shall be declared as not have taken place and the Security shall not be repaid to any of the auction participants, if none of them has outbid the opening price of the auction.

1. **Validation of Results of the Auction, Conclusion of the Agreement and Transfer of the Title to the Property**

## The Committee shall reflect the course of the auction and the decision on the auction results, as well as the approval of the statement of auction automatically prepared by the system, in the minutes of the auction. The Committee shall prepare the minutes within 7 (seven) days after the auction.

## The highest bidder shall, within 30 (thirty) days after the end of the auction, transfer to the current account of the Auctioneer specified in Clause 1.3 of the Regulations the purchase price corresponding to the difference between the highest price bid and the paid Security. After making the payments, the payment documents shall be submitted to the Auctioneer or sent electronically to the e-mail address: arturs.savickis@rigassatiksme.lv.

## If the auction participant (bidder) has failed to settle the accounts with the Company within the term set in Clause 5.2 of the Regulations, they shall forfeit their rights to the Property bid. The Auction Security shall not be repaid to the relevant participant.

## If the winner of the auction has failed to pay the bid price within the specified time, the Auctioneer shall inform to this effect the auction participant who bid the next highest price, hereinafter - the Participant, and this Participant shall be entitled to notify the Auctioneer of the purchase of the Property at the highest price bid by the Participant within 30 (thirty) days from the day of receipt of the notification.

## If the Participant specified in Clause 5.4 of the regulations refuses to purchase the Property or fails to settle the accounts for the purpose of the Property within the term specified in Clause 5.2 of the Regulations, the auction shall be recognised as not having taken place.

## The Auctioneer shall enter into the Property purchase agreement with the auction winner or the Participant within 30 (thirty) days from the day of validation of results of the auction and receipt of the full purchase price.

## If according to Clause 5.6 of the Regulations the auction winner or the Participant fails not sign the purchase agreement, it shall be considered that the auction winner or the Participant have waived their right to acquire the Property into ownership (no lawful transaction has taken place between the parties). In such a case, the Auctioneer transfers the purchase price bid, retaining the paid Security, back to the auction participants to the current account from which the purchase price had been paid.

## The auction winner or the participant shall receive the Property from the Auctioneer within 5 (five) working days from the moment of fulfilment of the following conditions:

## 5.8.1. receipt of a full purchase price;

## 5.8.2. conclusion of the Property purchase agreement;

## 5.8.3. re-registration of the title to the Property on the name of the new acquirer in the State joint-stock company Road Traffic Safety Directorate.

1. **Auction Not Having Taken Place**

## The Committee shall take a decision on recognising the auction as not having taken place, if:

* + 1. no auction participant is authorised for the auction;
		2. the auction has been announced in violation of the Regulations or the Law on the Alienation (Transfer) of the Property of a Public Person;
		3. it is established that the participation of a certain participant in the auction has been unjustly rejected or a certain overbid has been incorrectly rejected;
		4. no auction participant has outbid the opening price of the auction;
		5. the auction winner or the Participant has failed to sign the Property purchase agreement;
		6. the auction winner or the Participant fails to perform the payment of the purchase price under the procedure prescribed by the Regulations;
		7. the Property has been bought by a person who had not been entitled to participate in the auction;
		8. during the course of the auction, except for the case referred to in Clause 4.3 of the Regulations, or within 24 (twenty-four) hours after the end of the auction, a notification is received from a safety manager of the electronic auction website regarding significant technical failures which may affect the result of the auction, or regarding system security violation.
1. **Final Provisions**

## Applicants and auction participants may submit a complaint about the actions, decision or the Committee or results of the auction to the Chairperson of the Board of RM SIA Rīgas satiksme within 5 (five) working days from the day the applicant or the auction participant became aware of the violation forming the subject of the complaint.

## The auction applicants, Participants agree that the Auctioneer shall perform personal data processing, when verifying the authenticity of the submitted information.

## The auction price bid shall subject to value added tax.

## All issues not agreed upon in the in the Auction Regulations must be governed by the provisions of the Law on the Alienation (Transfer) of the Property of a Public Person.

## The following annexes are enclosed to the Regulations:

1. Purchase Agreement;
2. Acceptance-Delivery Certificate;
3. Vehicle Valuation Reports (43 pieces in total).

Chairperson of the Property Transfer, Leasing and

 Rental Committee

J.Gailītis

Riga, 11 September 2023

or

THE DATE OF SIGNING IS THE DATE OF THE LAST ATTACHED SECURE ELECTRONIC SIGNATURE AND ITS TIME STAMP

**Annex 1**

to the Auction "Transfer of the Movable Property (Trolleybuses) Owned by Riga Municipality Limited Liability Company (SIA) Rīgas Satiksme"

**Purchase Agreement No. \_\_\_\_\_\_\_\_\_\_**

*Auctioning of the Movable Property (Trolleybuses) Owned by Riga Municipality Limited Liability Company (SIA) Rīgas Satiksme*

Riga [date] [month] 2023

or

/See the date in the last time stamp/

Riga Municipality Limited Liability Company (SIA) Rīgas satiksme, registration number 40003619950 (hereinafter also referred to as the Seller), represented by the Chairperson of its Board Džineta Innusa, acting in accordance with the decision of the Board, party of the first part, and

[firm name of the Buyer], registration number [number] taxpayer registration number [number] (hereinafter also referred to as the Buyer), represented by [position, name, surname] on the basis of [title of a document or instrument], party of the second part,

or

[name, surname], personal identity number [personal identity number] (hereinafter also referred to as the Buyer), party of the second part,

(both jointly hereinafter referred to as the Parties; and each separately as the Party),

based on the Regulations of the auction of the movable property - trolleybuses organised from [period of time] (hereinafter - the Auction) and the results of the auction approved by the decision [date of the decision, document number] of the Property Transfer, Leasing and Rental Committee of the Seller (hereinafter - the Committee),

hereby enter into the agreement binding on the Parties and the legal successors thereof (hereinafter
 - the Agreement).

1. **Subject of the Agreement**
	1. The Seller shall sell and the Buyer shall buy the movable property owned by the Seller - trolleybuses: 1) GST-18, State registration No.: 16077, year of issue: 2004; 2) GST-18, State registration No.: 16099, year of issue: 2004; 3) GST-18, State registration No.: 16109, year of issue: 2004; 4) GST-18, State registration No.: 16111, year of issue: 2004; 5) GST-18, State registration No.: 16120, year of issue: 2005; 6) GST-18, State registration No.: 16131, year of issue: 2005; 7) GST-18, State registration No.: 16142, year of issue: 2005; 8) GST-18, State registration No.: 16153, year of issue: 2004; 9) GST-18, State registration No.: 16175, year of issue: 2005; 10) GST-18, State registration No.: 16186, year of issue: 2005; 11) GST-18, State registration No.: 16197, year of issue: 2004; 12) GST-18, State registration No.: 16207, year of issue: 2004; 13) GST-18, State registration No.: 16218, year of issue: 2004; 14) GST-18, State registration No.: 16229, year of issue: 2004; 15) GST-18, State registration No.: 16231, year of issue: 2004; 16) GST-18, State registration No.: 16240, year of issue: 2004; 17) GST-18, State registration No.: 16251, year of issue: 2004; 18) GST-18, State registration No.: 16262, year of issue: 2004; 19) Škoda-24Tr, State registration No.: 18252, year of issue: 2008; 20) Škoda-24Tr, State registration No.: 28263, year of issue: 2008; 21) Škoda-24Tr, State registration No.: 28274, year of issue: 2008; 22) Škoda-24Tr, State registration No.: 28285, year of issue: 2008; 23) Škoda-24Tr, State registration No.: 28296, year of issue: 2008; 24) Škoda-24Tr, State registration No.: 18303, year of issue: 2008; 25) Škoda-24Tr, State registration No.: 28314, year of issue: 2008; 26) Škoda-24Tr, State registration No.: 28325, year of issue: 2008; 27) Škoda-24Tr, State registration No.: 28336, year of issue: 2008; 28) Škoda-24Tr, State registration No.: 28347, year of issue: 2008; 29) Škoda-24Tr, State registration No.: 28358, year of issue: 2008; 30) Škoda-24Tr, State registration No.: 28369, year of issue: 2008; 31) Škoda-24Tr, State registration No.: 28371, year of issue: 2008; 32) Škoda-24Tr, State registration No.: 28501, year of issue: 2009; 33) Škoda-24Tr, State registration No.: 28510, year of issue: 2008; 34) Škoda-24Tr, State registration No.: 28554, year of issue: 2009; 35) Škoda-24Tr, State registration No.: 29004, year of issue: 2008; 36) Škoda-24Tr, State registration No.: 29015, year of issue: 2008; 37) Škoda-24Tr, State registration No.: 29026, year of issue: 2008; 38) Škoda-24Tr, State registration No.: 29037, year of issue: 2008; 39) Škoda-24Tr, State registration No.: 29048, year of issue: 2008; 40) Škoda-24Tr, State registration No.: 29059, year of issue: 2008; 41) Škoda-24Tr, State registration No.: 29061, year of issue: 2008; 42) Škoda-24Tr, State registration No.: 29190, year of issue: 2008; 43) Škoda-24Tr, State registration No.: 29233, year of issue: 2009; (hereinafter - the Property) with all its accessories, in the condition and order in which it is at the time of conclusion of the Agreement.
	2. By signing the Agreement, the Buyer confirms that the Buyer is fully aware of the value of the Property, its technical condition and shall undertake not to raise complaints of any type against the Seller regarding the non-conformity of the Property to the needs of the Buyer.
	3. The Seller hereby represents that the Seller as the sole owner of the Property has the right to sell the Property to the Buyer. The Seller hereby represents that the Property has not been transferred to a third party, nor has it been pledged before the conclusion of the Agreement.
2. **Payments and Payment Procedure**
	1. The Property is sold to the Buyer at a price of [amount] euros ([amount in words]), value added tax (hereinafter - VAT) in the amount of [amount] euros ([amount in words]), together with VAT [amount] euros ([amount in words] ), (hereinafter - the Price).
	2. Before the Auction, the Buyer as a participant of the Auction has paid the security in the amount of 72,820.00 euros (seventy two thousand eight hundred and twenty *euros* and 00 cents) into the current account of the Seller. The security paid by the Buyer before the Auction has been included in the Price.
	3. By signing the Agreement, the Parties confirm that the Buyer has paid the Price for the Vehicle in the amount specified in Clause 2.1 of the Agreement in accordance with the Vehicle Auction Regulations.
3. **Procedure for Acceptance and Delivery of the Property**
	1. The Seller shall deliver to the Buyer and the Buyer shall accept the Property **within 6 (six) months after the day of coming into effect of the Agreement.**
	2. Before arriving for the acceptance of the Property, the Buyer must contact the authorized person of the Seller, Jurijs Deļņikovs, by applying in advance via mobile telephone: +371 29499324, e-mail: jurijs.delnikovs@rigassatiksme.lv , who is entitled to sign the acceptance-delivery certificate on behalf of the Seller.
	3. The Buyer shall acquire the title to the Property after payment of the purchase price in the amount specified in Sub-clause 2.1 of the Agreement.
	4. The Buyer shall accept the Property in the territory of the Buyer in Riga, Ganību dambis 32 and Jelgavas iela 37.
	5. It shall be the duty of the Buyer, by its own efforts, to ensure the removal of the Property from the territory of the Seller's territory within the term not exceeding the maximum term specified in Sub-clause 3.1 of the Agreement.
	6. The Buyer, by its own efforts and at its own expense, shall ensure the removal of the delivered Property from the territory of the Seller, following mutual signing of the delivery-acceptance certificate, observing the term specified in Sub-clause 3.1 of the Agreement.
	7. \_\_\_\_\_\_\_\_ shall be authorised to sign the delivery-acceptance certificate on behalf of the Buyer.
	8. The Seller may, as far as possible, ensure the availability of other services for the removal of the Property from the territory of the Seller, by a separate prior agreement to this effect with the Buyer.
4. **Liability of the Parties**
	1. The Parties shall undertake to comply with the provisions of the Agreement and to duly fulfil the assumed obligations. If the obligations of the Agreement are not fulfilled or not duly fulfilled, the Party at fault shall compensate the other Party for the direct losses incurred.
	2. The responsibility for the preservation of the Property, all risks for the damage, loss or destruction of the Property shall pass to the Buyer from the moment of the mutual signing of the delivery - acceptance certificate.
	3. The Seller shall be responsible for the security of the territory and the prohibition for unauthorized persons to access the Property.
	4. The Buyer shall pay the contractual penalty to the Seller for the failure to observe the term for acceptance and removal of the property specified in Sub-clause 3.1 in the amount of 1,500.00 *euros* (one thousand five hundred euros and 00 cents) for each day of delay according to the invoice issued by the Seller to the current account of the Seller specified in the invoice. Payment of a contractual penalty shall not release the Buyer from the fulfilment of contractual obligations. The fee specified in this paragraph is calculated starting from the next day after 3.1 of the Agreement. at the end of the period specified in sub. The Property shall be delivered to the Buyer after the Buyer has paid the invoice of the Seller issued under the procedures specified in this Clause of the Agreement.
	5. If the Buyer delays the acceptance of the Property for more than 15 (fifteen) days, the Seller shall be entitled to unilaterally terminate the Agreement.
	6. The Seller shall be entitled to carry out the recovery of debt liabilities under the procedure prescribed by the laws and regulations, by assigning the debt liabilities to third parties without separately warning the Buyer to this effect, as well as to pass information about the data of the debtor and the debt for inclusion in the database of debtors and credit history registered under the procedure prescribed by the laws and regulations for the purposes of protecting the rights of creditors.
5. **Force Majeure**
	1. The Parties shall be released from liability for full or partial failure to fulfil the obligations stated in the Agreement, if such failure has occurred as a result of force majeure which the relevant Party could neither foresee, nor prevent. Force majeure shall be considered to include war, natural disaster, general strike, acts of terrorism, acts comparable to acts of terrorism, quarantine restrictions of epidemics, pandemics or disease approved by competent authorities by an official announcement, affecting the supply of goods/provision of services, the influence whereof on the failure to fulfil the Agreement does not form the subject of dispute between the parties, and which the Parties could nether influence, nor avoid by taking reasonable precautions, and which are not related to the action or omission of the other Party, and which render the fulfilment of the obligations impossible.
	2. It shall be the duty of the Party referring to force majeure to inform the other Party in writing to this effect as soon as it has become possible to the relevant Party to do it, but not later than within 14 (fourteen) calendar days, attaching documents/information substantiating the occurrence of the force majeure circumstances and the influence thereof on the fulfilment of the Agreement. If no such notification has been sent, the Party failing to send the notification shall be liable to the other Party for all losses incurred by the latter.
	3. If the circumstances of force majeure endure for more than 45 (forty-five) calendar days, each of the Parties shall be entitled to unilaterally terminate the Agreement by written notice. In such case, none of the Parties shall be liable for the losses incurred by the other Party during the period of existence of the force majeure circumstances
6. **Confidentiality**
	1. Confidential information is any type of information about the Party that has been transferred or became known to the other Party in any way whatsoever during the negotiations for the conclusion of the Agreement or during the fulfilment of the Agreement, as well as any other information that the Party has indicated in writing as confidential during the term of the Agreement (hereinafter - Confidential Information). The Parties shall be liable to each other for compliance with the confidentiality obligations set forth in the Agreement, and it shall be prohibited for the Parties to disclose Confidential Information to third parties. The disclosure of Confidential Information within the scope of the Agreement shall mean the transfer of Confidential Information to third parties in any way. If either Party violates the confidentiality obligations stipulated in the Agreement, the Party whose interests have been infringed shall be entitled to claim damages.
	2. The confidentiality obligations prescribed by the Agreement shall not apply to information:
		1. which during the transfer of Confidential Information to the other Party or afterwards is or afterwards becomes publicly known, without the Parties violating the Agreement;
		2. which was lawfully available to the other Party before it was received from the Party providing the Confidential Information;
		3. which the Party other than the recipient of Confidential Information has already disclosed without limitation to a third party.
	3. The Party shall not be deemed as having violated its confidentiality obligations stipulated in the Agreement, if the duty to disclose Confidential Information is prescribed by a statutory or administrative regulation to be fulfilled by the relevant Party, or if the disclosure of Confidential Information is necessary to fulfil its obligations under the Agreement, or it is necessary in legal proceedings, to protect the rights of the Party under the Agreement.
	4. Confidentiality obligations shall be binding on the Parties until the other Party notifies to the contrary.
	5. Upon termination of the Agreement, it shall be the duty of the Party in possession of the Confidential Information of the other Party, upon the written request of the Party, in accordance with its instructions, to immediately return all Confidential Information or permanently delete it from all of its data carriers.
	6. The provisions of this section of the Agreement have no time limit and are not subject to the term of the Agreement.
7. **Term of the Agreement**

The Agreement shall enter into force upon receipt of the purchase Price for the Property and the moment of mutual signing thereof and shall be valid until complete fulfilment of the contractual obligations of the Parties.

1. **Additional Arrangement**

The Buyer shall be entitled to enter into an additional arrangement with the Seller regarding the use of communications, electricity, premises in the territory of the Seller, if it is necessary to ensure the operation of the Buyer. The term of the additional arrangement shall be subordinate to the term of the Agreement.

1. **Miscellaneous**
	1. All disputes, which the Parties cannot resolve by agreement, will be resolved in the court of the Republic of Latvia in accordance with the laws and regulations applicable in the Republic of Latvia. No disputes, submission of a claim or filing of a counterclaim to court, nor the conduct of court proceedings, shall release the Parties from the complete fulfilment of the obligations of the Agreement.
	2. All amendments and supplements to the Agreement shall be valid only if they are prepared in writing, mutually signed under the set procedure, and they will become an integral part of the Agreement upon signing.
	3. Relations not agreed upon in this Agreement shall be governed according to the laws and regulations applicable in the Republic of Latvia.
	4. The Agreement has been prepared and signed in Latvian on \_\_ (\_\_\_\_\_) pages. The Parties shall sign the Agreement with a secure electronic signature containing a time stamp. A mutually signed Agreement in an electronic format is available to each Party.

or

The Agreement is prepared and signed in Latvian on \_\_ (\_\_\_\_\_\_) pages in 2 (two) counterparts with the same content and legal effect, one of which shall be kept by the Seller and the other one - by the Buyer.

1. **Details of the Parties**

|  |  |
| --- | --- |
| **The Seller:****Riga Municipality Limited Liability** **Company (SIA) Rīgas satiksme**Reg. No. 40003619950registered address: Kleistu iela 28, Riga, LV-1067office address: Vestienas iela 35, Riga, LV-1035Bank: AS Citadele bankaSWIFT: PARXLV22Account: LV56PARX0006048641565Džineta Innusa | **The Buyer****Firm name**Declared/ Registered address: \_\_\_\_\_\_\_Personal identity number / reg. No.: \_\_\_\_\_\_\_\_ Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Account No.: \_\_\_\_\_\_\_\_\_E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[name, surname] |

THE DOCUMENT IS SIGNED WITH A SECURE ELECTRONIC SIGNATURE AND CONTAINS A TIME STAMP.

#### Annex 1

#### to the Purchase Agreement

#### **ACCEPTANCE AND DELIVERY CERTIFICATE**

**Riga Municipality Limited Liability Company (SIA) Rīgas satiksme**, unified reg. No. 40003619950 (hereinafter - the Seller), represented by \_\_\_\_\_, party of the first part,

and

\_\_\_\_\_\_\_(firm name), registration No. \_\_\_\_\_/ taxpayer registration No. \_\_\_ (hereinafter - the Buyer), represented by \_\_\_\_\_\_(position, name, surname) on the basis of \_\_\_\_, party of the second part,

or

\_\_\_\_\_\_\_\_\_\_(name, surname), personal identity number \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter - the Buyer), party of the second part,

or

\_\_\_\_\_\_\_(name, surname), personal identity number \_\_\_\_\_\_\_ (hereinafter - Buyer), represented, on the basis of on the power of attorney issued on \_\_\_ \_\_\_ \_\_\_\_\_\_\_ in the presence the sworn notary (name, surname), by \_\_\_\_\_\_\_ (name, surname), personal identity number \_\_\_\_\_\_\_, party of the second part, in accordance with the purchase agreement concluded between the Parties on \_\_\_ \_\_\_\_\_\_ 202\_, hereby prepare the following certificate:

1. The Seller shall deliver and the Buyer shall accept into ownership the trolleybuses: 1) GST-18, State registration No.: 16077, year of issue: 2004; 2) GST-18, State registration No.: 16099, year of issue: 2004; 3) GST-18, State registration No.: 16109, year of issue: 2004; 4) GST-18, State registration No.: 16111, year of issue: 2004; 5) GST-18, State registration No.: 16120, year of issue: 2005; 6) GST-18, State registration No.: 16131, year of issue: 2005; 7) GST-18, State registration No.: 16142, year of issue: 2005; 8) GST-18, State registration No.: 16153, year of issue: 2004; 9) GST-18, State registration No.: 16175, year of issue: 2005; 10) GST-18, State registration No.: 16186, year of issue: 2005; 11) GST-18, State registration No.: 16197, year of issue: 2004; 12) GST-18, State registration No.: 16207, year of issue: 2004; 13) GST-18, State registration No.: 16218, year of issue: 2004; 14) GST-18, State registration No.: 16229, year of issue: 2004; 15) GST-18, State registration No.: 16231, year of issue: 2004; 16) GST-18, State registration No.: 16240, year of issue: 2004; 17) GST-18, State registration No.: 16251, year of issue: 2004; 18) GST-18, State registration No.: 16262, year of issue: 2004; 19) Škoda-24Tr, State registration No.: 18252, year of issue: 2008; 20) Škoda-24Tr, State registration No.: 28263, year of issue: 2008; 21) Škoda-24Tr, State registration No.: 28274, year of issue: 2008; 22) Škoda-24Tr, State registration No.: 28285, year of issue: 2008; 23) Škoda-24Tr, State registration No.: 28296, year of issue: 2008; 24) Škoda-24Tr, State registration No.: 18303, year of issue: 2008; 25) Škoda-24Tr, State registration No.: 28314, year of issue: 2008; 26) Škoda-24Tr, State registration No.: 28325, year of issue: 2008; 27) Škoda-24Tr, State registration No.: 28336, year of issue: 2008; 28) Škoda-24Tr, State registration No.: 28347, year of issue: 2008; 29) Škoda-24Tr, State registration No.: 28358, year of issue: 2008; 30) Škoda-24Tr, State registration No.: 28369, year of issue: 2008; 31) Škoda-24Tr, State registration No.: 28371, year of issue: 2008; 32) Škoda-24Tr, State registration No.: 28501, year of issue: 2009; 33) Škoda-24Tr, State registration No.: 28510, year of issue: 2008; 34) Škoda-24Tr, State registration No.: 28554, year of issue: 2009; 35) Škoda-24Tr, State registration No.: 29004, year of issue: 2008; 36) Škoda-24Tr, State registration No.: 29015, year of issue: 2008; 37) Škoda-24Tr, State registration No.: 29026, year of issue: 2008; 38) Škoda-24Tr, State registration No.: 29037, year of issue: 2008; 39) Škoda-24Tr, State registration No.: 29048, year of issue: 2008; 40) Škoda-24Tr, State registration No.: 29059, year of issue: 2008; 41) Škoda-24Tr, State registration No.: 29061, year of issue: 2008; 42) Škoda-24Tr, State registration No.: 29190, year of issue: 2008; 43) Škoda-24Tr, State registration No.: 29233, year of issue: 2009; (hereinafter - the Property).

2**.** Date of delivery: \_\_ \_\_ 202\_\_.

3. The Buyer has no objections against the technical condition and equipment of the Property.

4. The following documents are enclosed to the certificate: \_\_\_\_\_\_\_\_\_\_\_\_.

5. Special notes:\_\_\_\_\_\_\_\_\_.

6. This certificate has been prepared in two counterparts. Each Party shall receive one counterpart. Both counterparts shall have equal legal effect.

Signatures of the authorized representatives of the Parties upon acceptance and delivery of the Property:

|  |  |
| --- | --- |
| **The Seller:****RM SIA Rīgas satiksme**Reg. No. 40003619950registered address: Kleistu iela 28, Riga, LV-1067office address: Vestienas iela 35, Riga, LV-1035Bank: AS Citadele BankaCode: PARXLV22Account: LV56PARX0006048641565 | **The Buyer****Firm name**Declared/ Registered address: \_\_\_\_\_\_\_Personal identity number / reg. No.: \_\_\_\_\_\_\_\_ Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Account No.: \_\_\_\_\_\_\_\_\_E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/ |

or

THE DOCUMENT IS SIGNED WITH A SECURE ELECTRONIC SIGNATURE AND CONTAINS A TIME STAMP.