Approved by Minutes No.

SD-PROT-MK/2023/42 of the 2 November 2023 meeting of the Property Transfer, Leasing and Rental Committee of Riga Municipality Limited Liability Company (SIA) *Rīgas satiksme*

**Regulations of the Auction on the Transfer of the Movable Property (Trolleybuses) Owned by Riga Municipality Limited Liability Company (SIA) *Rīgas Satiksme***

1. **General Provisions**
	1. The Regulations shall prescribe the procedures for organising the transfer (alienation) of the movable property - trolleybuses (hereinafter - the Property) owned by Riga Municipality Limited Liability Company (SIA) *Rīgas satiksme* (hereinafter - the Auctioneer) (hereinafter - the Regulations).
	2. The Auctioneer:
		1. Riga Municipality Limited Liability Company (SIA) *Rīgas Satiksme*,registration number: 40003619950;
		2. Registered address: Kleistu iela 28, Riga, LV-1067,
		3. Office address: Vestienas iela 35, Riga, LV-1035;
		4. Telephone: +371 20361862; fax: +371 67104802, www.rigassatiksme.lv,
		5. Contact person: Artūrs Savickis, Procurement Specialist of the Market Research and Procurement Methodology Unit of the Procurement and Contract Management Department: +371 26363225, electronic mail address: arturs.savickis@rigassatiksme.lv;
		6. payment details: Joint-Stock Company *Citadele banka,* SWIFT code: PARXLV22;
		7. Account No.: LV53PARX0006048640067.
	3. 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 the Auctioneer.
	4. Composition of 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.
	5. Property owned by the Auctioneer – 43 (forty-three) trolleybuses:
		1. Eighteen (18) “Ganz Solaris Trollino 18” trolleybuses (powered only by conventional mains electricity);
		2. Twenty-five (25) "Škoda 24 TR" trolleybuses, of which:
			1. Eight (8) “Škoda 24 TR” trolleybuses (powered only by conventional mains electricity);
			2. Twelve (12) "Škoda 24 TR" equipped with a diesel generator. Seven (7) trolleybuses have a diesel engine in technical working order and five (5) trolleybuses have a diesel engine fault/defect;
			3. Five (5) “Škoda 24 TR” trolleybuses to be used for spare parts (powered only by conventional mains electricity) – defective power unit (“SKYP”).
	6. The Property as a single entirety of things is transferred - sold in an auction, 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. The opening price of the auction must be mandatorily outbid.
	7. 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 Sub-clause 1.2.7 of the Regulations by the term for applying for the auction specified in Clause 2 of the Regulations, indicating the following in the purpose of the payment order “Application Security for the Trolleybuses Auction”.
	8. The announcement (notice) of the Auction is published in the official gazette of the Republic of Latvia *Latvijas Vēstnesis* and on the website of the Auctioneer *www.rigassatiksme.lv.*
	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 Delnikovs to the mob.tel.: + 371 29499324.
2. **Time of Procedure of the Auction**

The auction shall be organised from 9 November 2023 to 24 November 2023 (15 days) (term for submission of applications and bids).

1. **Auction Applicants**
	1. Any legal or natural person (including sole proprietorship), or association of such persons, meeting the requirements set by the Auctioneer and which, by submitting an application, would confirm its readiness to enter into the Property purchase agreement (hereinafter - the Agreement) on under terms and conditions specified therein, may participate in the auction. The applicant, or a member of an association of persons where the applicant is an association of persons, may not be a legal person registered offshore.
	2. Persons have the right to join in an association and submit a joint bid.
	3. If the association is awarded the contract, it must, at its option, form a partnership (general partnership) or conclude a partnership agreement agreeing on the division of responsibilities between the members of the association.
	4. The submission of variants of bids shall not be permissible. Only one bid may be submitted by any one person, whether alone or as part of an association.
2. **Exchange of Information**
	1. Communication between the Auctioneer and interested applicants within the framework of the Auction shall take place in Latvian, in writing, via electronic mail.
	2. Further information on the Auction Regulations can be requested by sending a request to the following e-mail address: izsoles@rigassatiksme.lv.
	3. If an interested applicant has requested additional information on the requirements included in the Auction Regulations in a timely manner, the Auctioneer shall provide it within 3 (three) working days, if no compilation of information or data is required for the preparation of the response, but not later than 3 (three) days before the expiry of the term for submission of bids.
	4. Any additional information provided in connection with this Auction will be published on the Auctioneer's website under Section "Procurements and Auctions". It shall be the duty of the interested applicants to follow the information published. The Committee shall not be held liable if any stakeholder fails to consult information to which free and direct electronic access is granted.
3. **Availability of the Auction Documents.**
	1. Interested applicants may consult the Auction documents on the Auctioneer's website: *www.rigassatiksme.lv,* under Section "Procurements and Auctions" *- https://www.rigassatiksme.lv/lv/par-mums/iepirkumi/izsoles.*
	2. The Committee may introduce amendments to the Regulations. If amendments are introduced less than 6 (six) days before the expiry of the term for submission of bids, the Committee shall correspondingly extend the term for submission of bids. Information on the amendments will be posted on the Auctioneer's website on the Internet under Section “Procurements and Auctions”.
4. **Preparation of the Application and the Bid**
	1. The submitted documents must be clearly legible in order to avoid any doubt or misunderstanding as regards words and figures.
	2. The application and the bid shall be submitted in Latvian. During the Auction, correspondence between the Auctioneer and the applicants shall take place in Latvian. In the application, the applicant may include original documents or descriptions in a foreign language, but the documents submitted in another language must be accompanied by a translation into Latvian certified by the applicant.
	3. The application and the bid must be signed separately by a secure electronic signature containing a time stamp, or an electronic signature where the Auctioneer can verify the identity of the signatory and the time of signing.
	4. The applicant must prepare the bid in an electronic format*(Microsoft Office* or *Adobe Acrobat* readable format), protect it with a password and sign with a secure electronic signature containing a time stamp.
	5. The bid documents must be signed by the representative(s) of the applicant with representation rights or by a person(s) authorised by it. In the case that the rights to represent cannot be determined via data from the Register of Enterprises, the bid must have an attached document certifying the representation (signatory) rights of the representative of the applicant.
	6. Procedure for amending bids or withdrawing applicant’s participation in the Auction:
		1. Before the expiry of the term set for the submission of the bid and the application, the applicants may introduce changes in applications and bids submitted by them, by sending amendments or supplements to these documents to the e-mail address izsoles@rigassatiksme.lv, with the following reference - Amendments to the Auction “Auction of the Movable Property( Trolleybuses)”.
		2. Before the expiry of the term set for the submission of the bid and the applications, the applicants may withdraw from participation in the Auction, informing the Auction Committee to this effect in writing to the e-mail address: izsoles@rigassatiksme.lv, with the reference - Withdrawal from the Participation in the Auction “Auction of the Movable Property( Trolleybuses)”.
	7. The application, the included documents and the bid must meet the requirements of the Law on Legal Force of Documents, the Electronic Documents Law, Cabinet Regulation No. 558 of 4 September 2018 “Procedures for Drawing up and Preparing Documents” and Cabinet Regulation No. 473 of 28 June 2005 "Procedures for the Preparation, Drawing Up, Storage and Circulation of Electronic Documents in State and Local Government Institutions, and the Procedures by which Electronic Documents are Circulated between State and Local Government Institutions, or Between These Institutions and Legal and Natural Persons".
	8. In preparing the application and the bid, the applicant shall consider that the Auctioneer shall not cover any expenses incurred by the applicants in connection with the preparation and submission of the application or the bid.
5. **Place and Term for Submission and Opening of Applications and Bids**
	1. The applicants shall submit the application and the bid concurrently, by sending them to the electronic mail address of the Auctioneer: izsoles@rigassatiksme.lv – with the following reference - „Application and Bid for the Auction “Auction of the Movable Property (Trolleybuses)” by 1:00 pm (Republic of Latvia time) on 24 November 2023; the application and the bid submitted after the referred to term will not be opened.
	2. The representatives of the applications, from 1:15 pm (Republic of Latvia time) on 24 November 2023 till 1:30 pm (Republic of Latvia time) on 24 November 2023, shall send the password for the opening of the bid document to the electronic mail address of the Auctioneer: *izsoles@rigassatiksme.lv* with the following reference - „Password for the Auction “Auction of the Movable Property (Trolleybuses)”. If the password for the opening the bid document is not provided, it is not possible to open the bid document with it or the password for the opening of the bid document is sent outside the term specified in this Sub-clause, the application and the bid shall not be reviewed.
	3. The opening of the submitted Auction bids will take place at 2:00 pm (Republic of Latvia time) on 24 November 2023, ensuring the participation therein by means of *Microsoft Teams* platform.
	4. Before the opening of the bids, the Auctioneer, from 1:35 pm (Republic of Latvia time) on 24 November 2023 till 1:55 pm (Republic of Latvia time) on 24 November 2023, shall send to the representatives of the applicants the login address for the tool for participation at the meeting of the opening of the bids - *Microsoft Teams* platform.
	5. Any person may participate at the opening of the Auction bid, by sending in advance to the electronic mail address of the Auctioneer: *izsoles@rigassatiksme.lv* the name, surname of the participant and the electronic mail address to which login address for the tool for participation at the meeting of the opening of the bids - *Microsoft Teams* platform will be sent.
	6. The Committee shall open the bids submitted by the applicants. After opening of each bid, the applicant and the information contained in its bid - the price offered for the subject of the Auction shall be announced.
	7. After the meeting of the opening of the bids submitted by the applicants the Auctioneer shall prepare a summary of the bids and, within the period of 1 (one) working day, shall publish it on the Auctioneer's website *www.rigassatiksme.lv,* under Section “Procurements and Auctions”.
	8. After opening of all bids, the part of the meeting of the opening of bids shall be closed and the Committee shall perform the subsequent assessment of applications and bids at closed meetings.
6. **Term of Validity of the Bid**
	1. The term of validity of the bid shall be 30 (thirty) calendar days from the last day of the term for submission of bids.
	2. Based on a written request of the Auctioneer, the applicant may extend the term of validity of the bid. It shall be the duty of the applicant to provide their consent or refusal in writing.
7. **Composition of the Application and the Bid**
	1. The application and the bid must be submitted in accordance with the templates contained in the Auction Regulations.
	2. The application of the applicant shall consist of:
		1. The application prepared according to the template in Annex 1 to he Auction Regulations;
		2. Qualification documents of the applicant prepared in accordance with the requirements set out in Clause 10 of the Auction Regulations;
		3. Bid security prepared in accordance with the requirements set out in Sub-clause 1.7 of the Auction Regulations.
		4. The bid of the applicant must be prepared according to Clause 13 of the Auction Regulations, in accordance with the requirements of Annex 2.
8. **Application Documents and the Bid of the Applicant**
	1. It shall be the duty of the applicant to submit the following documents of selection of applicants together with the application:
		1. Foreign applicants shall submit a document issued by the competent authority of the relevant country, confirming that the applicant has a legal capacity to act and legal capacity to enter into the agreement, if the laws and regulations of the relevant country provide for the issuance of such document;
		2. Foreign applicants shall submit a certificate, if the laws and regulations of the relevant country provide for public registration of such information, confirming the representation rights of the official of the applicant;
		3. Foreign applicants shall submit a certificate on absence of tax and mandatory state social insurance contributions debts.
	2. If the bid is submitted by an association of persons, all members of the association or partnership shall certify that they meet the requirements of the Regulations. If the bid is submitted by an association of persons, the application shall be accompanied by a copy of the arrangement concluded between the members of the association specifying the obligations or responsibilities to be transferred to each member of the association in fulfilment of the agreement.
	3. Applicants of the Auction shall be liable for the accuracy of the data submitted. If, when verifying such data, it would turn out that they do not correspond to the truth, the applicant shall be excluded from further participation in the Auction and their bid shall not be further reviewed.
	4. It shall be the duty of the applicant to clarify or supplement the information submitted in the application upon request of the Auctioneer.
9. **Bid**

The bid must be prepared in accordance with the bid template (Annex 2), taking into account the opening price of the Auction indicated in the bid. The applicants may not bid a price lower than the opening price of the Auction.

1. **Bid Selection Criterion**

The bids of the applicants shall be assessed on the basis of the bid submitted by the applications, by selecting the bid with the highest price.

1. **Procedure for Assessment of Applications and Bids**
	1. The review and assessment of applications and bids shall be carried out by the Committee.
	2. The Committee shall first carry out the verification of the layout of the application, during which the Committee shall assess whether the application has been prepared and drawn up in accordance with the requirements of the Auction Regulations. If the application does not meet the requirements, the Committee, having assessed the relevance of irregularities and considering the principle of proportionality, shall be entitled to reject it and it will not be further assessed in the Auction.
	3. When assessing the bid of the applicant, the Committee shall check the compliance thereof with the requirements of the Auction Regulations and shall also check the bid of the applicant for any arithmetic errors. If the arithmetic error can be corrected, the Committee shall correct it and shall consider the corrected data. If the bid does not meet the requirements of the Auction Regulations, the applicant shall be excluded from further participation in the Auction and their bid shall not be further reviewed.
	4. The Committee shall carry out the qualification check of the applicant, based on the documents for selection of applicants submitted by the applicant, as well as by verifying the conformity of applicants to the requirements set by the Regulations in publicly accessible databases (State Revenue Service database, Register of Enterprises databases, etc.). If the applicant does not meet the requirements for selection of the applicant specified in the Auction Regulations, the applicant shall be excluded from further participation in the Auction.
	5. When carrying out the assessment of bids or applications, the Committee, if necessary, shall be entitled to engage in the work of the Committee the experts, who shall provide a written evaluation.
	6. Before commencing the work, the expert shall sign a confirmation of absence of any circumstances due to which the expert might be considered to have a personal interest in selection or activities of a certain applicant of the Auction.
	7. The engaged expert has no voting rights in the Committee. The written evaluation of the engaged expert shall be of recommendatory nature and shall be annexed to the minutes of the meeting of the Committee.
	8. In the course of assessment of the application and the bid, the Committee shall be entitled to request additional information from the applicants concerning the submitted documents, the established facts or information contained in public databases.
	9. The Committee shall be entitled to carry out the qualification conformity check only for the applicant who should be awarded the contract.
	10. As regards the applicant who should be awarded the contract, the Committee shall verify the conformity thereof to the requirements of the Law on International Sanctions and National Sanctions of the Republic of Latvia.
2. **Procedure for Taking Decisions and Informing the Applicants**
	1. Based on the results of the review and assessment of the Auction applications and bids, the Committee shall determine the winner of the Auction for each part of the Auction and shall take a decision on awarding the contract.
	2. The Committee shall take its decisions at the meetings. The Committee shall have a quorum if at least two thirds of the members of the Committee are present at the meeting. The number of members of the Committee shall be determined by rounding up the obtained result.
	3. The Committee shall take a decision on the results of the Auction by majority of votes. In the event of a tie, the Chairperson of the Committee shall have the casting vote. A member of the Committee may not abstain from taking a decision.
	4. The Committee may terminate the Auction at any time, if there is an objective cause for that.
	5. After the decision has been taken, all applicants shall be informed of the taken decision within 5 (five) working days by sending the information electronically using a secure electronic signature.
3. **Validation of Results of the Auction, Conclusion of the Agreement and Transfer of the Title to the Property**
	1. The highest bidder shall, within 30 (thirty) days after the end of the auction, transfer to the current account of the Auctioneer specified in Sub-clause 1.2.7 of the Auction 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.
	2. If the auction participant (bidder) has failed to settle the accounts with the Company within the term set in Sub-clause 15.1 of the Auction Regulations, they shall forfeit their rights to the Property bid. The Auction Security shall not be repaid to the relevant participant.
	3. 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 also referred to as 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.
	4. If the Participant specified in Sub-clause 15.3 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 Sub-clause 15.1 of the Regulations, the auction shall be recognised as not having taken place.
	5. 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.
	6. If according to Sub-clause 15.5 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.
	7. 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:
		1. receipt of a full purchase price;
		2. conclusion of the Property purchase agreement.
	8. The Auction Security shall not be refunded to the participant concerned if the participant has paid the amount of the Security and withdraws from participation before the expiry of the term prescribed for the submission of the bid and the application in accordance with the provision of Clause 6.6.2 of the Auction Regulations.
4. **Auction Not Having Taken Place**

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

* 1. No applications or bids were submitted at the auction;
	2. The auction has been announced in violation of the Auction 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;
1. **Final Provisions**
	1. Applicants and auction participants may submit a complaint about the actions, decisions of the Committee or results of the Auction to the Chairperson of the Board of the Auctioneer 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.
	2. The auction applicants, participants agree that the Auctioneer shall perform personal data processing, when verifying the authenticity of the submitted information.
	3. The auction price bid shall subject to value added tax.
	4. 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.
	5. The following annexes are enclosed to the Auction Regulations:
		1. Application Template;
		2. Bid Template;
		3. Daft Purchase Agreement;
		4. Draft Acceptance and Delivery Certificate;
		5. Vehicle Valuation Reports (43 pieces in total).

|  |  |  |
| --- | --- | --- |
| Chairperson of the Committee | *(signature\*)* | Jānis Gailītis |

\*This document is signed with a secure electronic signature and contains a time stamp.

**Annex 1**

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

**APPLICATION FOR THE AUCTION**

**“Auction on the Transfer of the Movable Property (Trolleybuses) Owned by Riga Municipality Limited Liability Company (SIA) Rīgas Satiksme”**

**No. MK-NOL/2023/\_\_\_**

\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 2023

Having read the Auction Regulations, including the terms of the draft agreement, we:

1. We certify that we have read the Auction Regulations and their annexes and, in accordance with the requirements of the Regulations, do certify our compliance with the requirements of the Auction Regulations and submit the bid.
2. We certify that our bid is valid for 30 days from the last day of the term for submission of the bids;
3. We certify that we have paid for or provided a bid security;
4. We certify that all documentation submitted with this application is true and can be verified with the relevant authorities.

Information about the applicant[[1]](#footnote-1):

|  |  |
| --- | --- |
| Full name of the applicant: |  |
| Registration number: |  |
| Authorised representative of the applicant during the auction, their e-mail and telephone number: |  |

Officials of the applicant with signatory powers (or authorised persons of the applicant)

name, surname, position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ signature *(in an electronic form*)

**Annex 2**

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

**BID**

 **“Auction on the Transfer of the Movable Property (Trolleybuses) Owned by Riga Municipality Limited Liability Company (SIA) Rīgas Satiksme”**

 **The applicant**

|  |  |
| --- | --- |
| Full name of the applicant: |  |
| Registration number: |  |
| Authorised representative of the applicant during the auction, their e-mail and telephone number: |  |

The applicant hereby expresses the following bid for the **Property**, which the applicant undertakes to pay to the Auctioneer:

|  |  |  |  |
| --- | --- | --- | --- |
| Property | Unit of measure | Opening price *in EUR* excluding VAT | The price offered by the applicant *in EUR* excluding VAT |
| * Eighteen (18) “Ganz Solaris Trollino 18” trolleybuses (powered only by conventional mains electricity);
* Twenty-five (25) “Škoda 24 TR” trolleybuses, where:
* Eight (8) “Škoda 24 TR” trolleybuses (powered only by conventional mains electricity);
* Twelve (12) “Škoda 24 TR” equipped with a diesel generator. Seven (7) trolleybuses have a diesel engine in technical working order and five (5) trolleybuses have a diesel engine fault/defect;
* Five (5) “Škoda 24 TR” trolleybuses to be used for spare parts (powered only by conventional mains electricity) – defective power unit (“SKYP”).
 | EUR excluding VAT | 728,200.00 |  |

|  |
| --- |
| *Name, surname, position, signature (in an electronic form) of the official of the applicant with signatory powers (or authorised person of the applicant)* |

**Annex 3**

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 Clause is calculated starting from the next day after the expiry of the term specified in Sub-clause 3.1 of the Agreement. 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**

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| --- | --- |
| **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: Joint-Stock Company *Citadele banka*SWIFT code: 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 4**

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

Annex No. 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 authorised 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.

1. If the application is submitted by an association of persons, the name and registration number of each member of the association shall be specified. [↑](#footnote-ref-1)