**Terms of Reference (Annex D)**

**Auctioneering Services; Key Requirements; (when/if requested by UNHCR)**

1. **General Requirements**
   1. The auctioneer should be legally authorized to perform public auctions in the country and provide original written proof of this.
   2. UNHCR requires the Auctioneer to prevent any collusion or other anti-competitive practices (such as fraud or corruption) that could result in the lowering of bids and to ensure transparency and integrity of the auction process.
   3. UNHCR requires open public auction to be conducted with maximum participation by the public.
   4. The auctioneering service provider (the Auctioneer) will act as UNHCRs intermediary in all auction transactions and perform all activities involved in preparing the auction, conducting the auction, collecting the participation fee and the payment, as well as providing a full report of all transactions resulting from the auction. The auctioneer performs and is responsible for all administrative matters, including paperwork, etc.

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1. **Pre-Auction Services**
   1. If requested, the Auctioneer shall arrange the transport of UNHCR assets from their present location to the auction site. All such costs must be pre-approved by UNHCR and shall be reimbursed to the Auctioneer from the auction proceeds.
   2. The Auctioneer will design and develop all necessary advertising material pertaining to the auction.
   3. The advertisement should begin at the latest two (2) weeks before the auction and by at least two (2) notices before the auction, and shall include the auction venue, auction date/times, terms of participation and lot/items viewing period. The Terms of Participation should be clearly stipulated in all advertisement material. The advertisement, when possible, shall be done by using the auctioneer’s already established channels: local, regional, local TV/radio, Web or e-mail. All such costs must be pre-approved by UNHCR and shall be reimbursed to the Auctioneer from the auction proceeds.
   4. To register at the auction, bidders will sign the document Term of Participation and will pay the participation deposit established for the auction.
   5. The Auctioneer will provide safekeeping and storage of UNHCR assets prior, during and after the auction.
   6. When required, the Auctioneer shall provide UNHCR with written professional valuation of all assets to be sold, at least ten (10) days prior to the auction. The final reserved price will be set by UNHCR.
   7. The Auctioneer will provide staff to be present while the viewing period is ongoing.
   8. The Auctioneer will register all auction participants, collect and record their deposits for participation to the auction. The amount of such deposits shall be agreed upon with UNHCR prior to the auction and shall be clearly stipulated in the terms and conditions of participation and all auction advertisement materials.
   9. UNHCR reserves the right to contact past bidders, other UN agencies, local embassies, etc.

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1. **Auction Day Services**
   1. In cooperation with UNHCR, ensure the safety of the participants.
   2. The Auctioneer will read out publicly the Terms of Participation prior to the start of the auction.
   3. The Auctioneer will ensure that all participants have read/understood and signed the terms and conditions; that all participants have been registered and that all participants have paid the participation deposit established for the auction.
   4. The Auctioneer will conduct the public/live auction in a professional manner by providing each auction participant with an equal opportunity to place their bids in order to ensure transparency and integrity of the auction process.
   5. The Auctioneer will publicly announce and record each winning bid (i.e. lot number, winning amount, bidder’s name and number) for each asset sold at the auction.
   6. The Auctioneer will ensure the collection of the full sales amount for each asset sold at the auction within one (1) working day following the date of the auction. This amount should also be inclusive of the registration deposit, already collected from the auction participant.
   7. Failure to pay the 100% of the selling amount within the deadline, will make the participation fee forfeited and the property will be re-auctioned. In this case, the participation fee will be kept by the UNHCR.
   8. The expenses incurred from the preparation until the auction day will be validated by the UNHCR official representative upon submission of the respective invoices/receipts from the auctioneer.

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1. **Post-Auction Services**
   1. The Auctioneer will provide UNHCR with the complete list of registered bidders if available.
   2. The commission due for the auctioneer will be based on the successfully-collected sales proceeds amount excluding forfeited deposits from buyers.
   3. At the end of the auction day, the Auctioneer will sign jointly with UNHCR the “Awarded Bid Report” that includes the details of the preliminary outcome of the auction.
   4. The Auctioneer will confirm, with the official UNHCR representative at the auction: the amount of the highest bid for each lot, the bidder’s name and number, the total amount of expenses, the total amount of forfeited deposits and the total net revenue from the auction to be deposited on UNHCR account.
   5. The Auctioneer will ensure prompt refund of the deposits to all unsuccessful bidders.
   6. Within five (5) working days after the auction date, to provide UNHCR with the Auction Report containing all aspects of the auction (i.e. amounts received from each buyer, Auctioneer’s commission, original invoices of auction related costs, as pre-approved by UNHCR). This Report shall also contain a written confirmation of Auctioneer’s deposit of monies to UNHCR designated accounts (after deduction of Auctioneer’s commission and auction related fees).
   7. Auctioneer will verify that all duty and other applicable taxes including VAT have been paid prior to releasing property to the buyer.
   8. Auctioneer is accountable for any legal issue related to sale of goods and will intercede with bidders and local authorities in order to eliminate UNHCR participation as much as possible.

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1. **Other services**
   1. If the auctioneer is based abroad, s/he is responsible and will cover from the proposed commission the travel expenses and daily allowance of their staff to and from the capital city of the country where the auction is conducted.

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1. **UNHCR Responsibilities**

UNHCR will provide support and facilitation of the sales process with the following:

* 1. Access to all assets identified for disposal.
  2. Assistance with official requests for approvals from local government.

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1. **Performance Indicators**
   1. **General auction results**
      1. Percentage of items sold at auction. (100%)
      2. Percentage of collections of winning bids. (100%)
      3. Percentage of expenses from the collected revenue of the auction. (<3%)
   2. **Pre-Auction Activities** (As per above section)
   3. **Auction Day Activities** (As per above section)
   4. **Post-Auction Activities** (As per above section)