**Terms of Reference (ToR)**

1. **General Information**

|  |  |
| --- | --- |
| Service Description | Supply of Food Voucher and Provision of Relevant Services |
| Country | Türkiye |
| Project | Vocational Education and Training Programme for Employment (VET4JOB-II) |
| Budget Code | 4.10 |

1. **Background and Context**

**About Expertise France**

Expertise France is the French public agency for international cooperation, which implements projects aligned with Sustainable Development Goals (SDGs) and France’s external action priorities. Expertise France’s core mission is to support partner countries in enhancing the quality of their public policies to tackle complex environmental, social, economic, and security challenges. Key areas of Expertise France’s focus include:

* Democratic, economic, and financial governance,
* Stability, international security, and peace,
* Sustainable development, climate, and agriculture, and
* Health and human development.

**About the VET4JOB-II Programme**

The VET4JOB II programme, funded by the Delegation of the European Union to Türkiye over 57 months, aims to support skills development for refugees and host communities in Türkiye. The programme provides vocational and apprenticeship training to adults and adolescents in 14 target provinces (Adana, Ankara, Bursa, Gaziantep, Hatay, İstanbul, İzmir, Kahramanmaraş, Kayseri, Kocaeli, Konya, Mersin, Osmaniye, and Şanlıurfa) to improve employment prospects in line with labour market demands.

**Scope of Activity**

The scope of this contract will be provision of approximately 19.200 “Food Vouchers” to apprentice students who are newly enrolled within the context of VET4JOB-II Programme and who continue their education and training within 44 Programme implementation schools that are shown in the Annex-1 to this Terms of Reference. Even though the main scope of the contract targeted to be provision digital food vouchers; considering the potential beneficiaries that are not using mobile phones limited number of physical food voucher cards (maximum 10% of total cards to be provided) provision is also expected. In this respect, it is planned that the following amounts to be uploaded each student’s accounts/cards within the scope of VET4JOB-II Programme:

* **20 EUR per student/month** until September 2027
* **24 EUR per student/month** from September 2027 to July 2028.

The distribution of the budget foreseen for this project per year is as follows:

|  |  |
| --- | --- |
| **2025** | **250.000,00 EUR** |
| **2026** | **1.300.000,00 EUR** |
| **2027** | **3.000.000,00 EUR** |
| **2028** | **2.000.000,00 EUR** |
| **Total** | **6.550.000,00 EUR** |

1. **Objective**

Within the VET4JOB-II programme context, described under the “II. Background and Context” section, apprentice students enrolled by the programme in schools where the programme is being implemented will be provided “Food Voucher” for the days they attend school.

1. **Description of Services**

**Information About the Services**

1. The accounts/cards that will be provided to students must be valid at the supermarkets, suppliers and similar retail establishments etc. selling food items to “Food Voucher” within the borders of 14 Program Provinces listed above.
2. The cards must be valid **at least at five supermarkets for digital cards and three supermarkets for physical card** in the below districts:

|  |  |  |
| --- | --- | --- |
| No | Province | District |
| 1 | Adana | Ceyhan |
| Çukurova |
| Seyhan |
| Yüreğir |
| 2 | Ankara | Altındağ |
| Etimesgut |
| Yenimahalle |
| 3 | Bursa | İnegöl |
| Nilüfer |
| Osmangazi |
| Yıldırım |
| 4 | Gaziantep | Nizip |
| Şahinbey |
| Şehitkamil |
| 5 | Hatay | Antakya |
| İskenderun |
| Payas |
| Reyhanlı |
| 6 | İstanbul | Esenler |
| Esenyurt |
| Ümraniye |
| Sancaktepe |
| 7 | İzmir | Bornova |
| Karabağlar |
| Torbalı |
| 8 | Kahramanmaraş | Dulkadiroğlu |
| Onikişubat |
| Türkoğlu |
| 9 | Kayseri | Develi |
| Kocasinan |
| 10 | Kocaeli | İzmit |
| 11 | Konya | Karatay |
| Meram |
| Selçuklu |
| 12 | Mersin | Akdeniz |
| Tarsus |
| 13 | Osmaniye | Merkez |
| 14 | Şanlıurfa | Eyyübiye |
| Haliliye |

1. A monthly upload of TL equivalent to €20 (€24 for between September 2027 - July 2028) based on the Banknote Selling EUR/TL exchange rate announced by the Turkish Central Bank on the last day of previous month of payment (twenty euro) will be defined for each account/card, provided that it is valid in the month of loading.
2. The Contractor must provide the first balance uploaded to accounts/cards within 10 working days after EF provides accountholder information following the signature of the contract.
3. The guidebook for the usage of both products (digital and physical cards) should be provided by the contractor in Turkish and Arabic.
4. Unless specified otherwise, balance should be automatically uploaded in the first day of each month.
5. The account/card holders will be informed by the Contractor on the same day of upload via an SMS following each upload.
6. The balance amount will be available for the use of account/card holder for 3 months following the upload. The unused amounts will be retrieved. To encourage the use of balance and increase the awareness of users, an SMS (including the monthly usage and balance with the due date of usage) will be sent to each user at the end of each month.
7. In the case of late enrolments (that refers to within last 5 days of the month), the Contractor will receive the necessary information, and must create and provide the digital account/physical card latest within 5 (five) working days. The balance must be ready to be used by the following month.
8. EF reserves the right to revise the monthly upload amount during certain periods, with prior written notification to the Contractor. In such cases, the discount rate offered by the Contractor must remain unchanged.
9. Any difference in the amount arising in the purchases exceeding the account’s/card’s current balance will be borne by the accountholder. The account/card limits should be fixed and there should not be any form of negative balance or flexible limit allowing overdraft.
10. The detailed expenditure report for all account/cards (in the limits of the Law on the Protection of Personal Data) should be provided to EF instantly if/when requested. A copy of the expenditure report for all accounts/cards should be provided monthly within the first 5 (five) working days of following month in Excel format. The contractor must also provide the necessary software to EF, to track expenditure reports instantly.
11. In case of loss of account/mobile device/card, the Contractor must block the account and balance immediately and define new account/card to the user with the remaining balance to school of the accountholder within 5 (five) working days. No additional fees will be charged to EF for such instances.
12. The account/card can only be used for purchases of staple food products with up to 8% VAT. Purchasing alcoholic beverages, tobacco products, phone credits, toys, cosmetics, bijouterie, clothing should NOT be possible.
13. Accounts/cards will not be valid in businesses such as restaurants, buffets, cafes, etc.
14. Accounts/cards will not be valid for transactions such as mobile phone top-ups, etc.

**System Security**

1. The contractor shall be responsible for taking all measures against any type of fraud and forgery cases and the general security of the account upload/tracking system.
2. In the event that EF or the accountholder is affected by forgery and fraud that may occur, the Contractor is obliged to compensate any form of damage in accordance with the laws of the Republic of Türkiye.
3. All personal data in the system must be kept confidential in compliance with the Law on the Protection of Personal Data and must not be shared with any 3rd party, institution and etc. without EF’s and/or users’ consent.

**Mobile Phone Application**

The contractor should have their own mobile phone application for the use of the students. The application:

1. Should have minimum Android 5.0 and iOS 12.0 support,
2. Should have user Interface with Arabic and Turkish languages,
3. Should show the balance of the digital card,
4. Should show the expenditure,
5. Should show the uploaded balance,
6. Should show the markets, supermarkets that the card can be used,
7. Should have ability to contact customer service.
8. **Deliverables**

It is estimated that a total of maximum 19.200 accounts/cards (subject to variation) will be issued over the Programme’s duration. At the start of the contract, the Contractor will be notified about the initial number of accounts/cards and the names of the users whom the accounts/cards will be provided.

In the case of users do not have a device capable of using the digital cards, the bidder must be able to produce a physical card with the same satisfying the relevant requirements under the “IV. Description of Services”. Number of physical cards will not exceed 10 per cent of the total number of cards.

**Form and Content of Physical Food Voucher Cards**

* The physical cards should be manufactured by the Contractor and EF will not be charged additional fees for delivery or manufacturing. The cards should have EU logos, disclaimers, flags, programme name, Expertise France, EDUSER, Ministry of National Education, The Confederation of Turkish Tradesmen and Craftsmen and VET4JOB logos in compliance with EU Visibility Rules. The design of the cards will be provided to the Contractor after the contract is signed. Cards may also have the Contractor’s logo by the standards EF provide to prove validity.
* Samples of the cards must be submitted to EF for approval prior to mass production.

1. **Location and Duration**

“Ankara, İstanbul, Kocaeli, Bursa, Mersin, Adana, Hatay, Konya, İzmir, Kayseri, Gaziantep Kahramanmaraş, Osmaniye and Şanlıurfa” provinces of Türkiye.

1. **Contract Duration**

June 2025 – July 2028

1. **Timeline and Reporting**

**Monthly Expenditure Report**

The detailed expenditure report for all accounts/cards (in the limits of the Law on the Protection of Personal Data) should be provided to EF (responsible person from the contract that notified to the Contractor following the contract signature) monthly via an e-mail starting from the following month of the signature of the contract within the first 5 (five) working days of following month in Excel format.

**Monthly account/card issuance report**

A basic report including the number of accounts/cards and distribution among the schools should be submitted to the EF monthly via an e-mail starting from the following month of the signature of the contract within the first 5 (five) working days of following month in Excel format.

1. **Required Technical and professional Capacity**

Interested companies should possess the following qualifications:

* The bidder must have completed similar size of contract within the last 5 years in Türkiye. The number of cards provided within one contract and the budget of the contract will be considered under this criterion to seize the similarity.
* Having completed similar contract under the EU funded projects and/or projects with international organizations will be an asset.
* The bidder must have capacity to (commit) assign at least one full time staff to the contract.
* The bidder must have capacity to provide Customer Support Service in following languages:
  1. Turkish
  2. Arabic

1. **Application Process and Eligibility**

Interested companies must submit the following documents:

* Candidate's registration at the trade and company’s registry (or equivalent)
* Candidate’s compliance with its social security obligations
* Candidate's compliance with its tax obligations
* The applicant must not be in any of the situations set out in Articles L. 2141-1 to L. 2141-6 and L. 2141-7 to L. 2141-11 of the French Public Procurement Code, nor be on any official exclusion list, whether their situation is established by means of their own declarations or through the application of vigilance measures by the contracting authority
* The candidate or its representative must not be in a situation of conflict of interest vis-à-vis the contracting authority and/or any beneficiary of the procurement contract
* The candidate must be able to demonstrate adequate implementation of appropriate technical and organizational measures such that data processing conforms with relevant data protection laws and regulations (GDPR and French data protection legislation), thereby guaranteeing the rights of data subjects
* The candidate must have contract **at least at five (three for physical cards)** supermarket in the districts listed above under section IV.(b).
* The candidate must have contract with at least 1 supermarket with at least 8000 branches throughout Türkiye
* Applications not demonstrating professional capacity and/or which do not meet the minimum capacity levels will be eliminated
* The candidate must provide evidence of a reliable internal security system to guarantee the safety of the persons involved in the implementation of the contract when travel is planned in an organ or red zone (in accordance with the regional vigilance maps made available by the French Ministry of Europe and Foreign Affairs <https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/>).

All applications should be submitted via PLACE.

1. **Contracting and payment schedule**

Expertise France will issue the contract in Euros (€), and payments will be made to the contractor upon submission of a valid fiscal invoice in Euros. VAT-exempt invoices will be issued and submitted in accordance with EF rules and based on monthly progress. Payments for these invoices will be made to the Contractor’s designated bank account, as specified in the contract, within 30 working days.

### The rolling payment modality will be as follows:

### 

**Initial Deposit & First Payment**

* + At the start of the contract, the Contractor will make an initial deposit equivalent to **two months' estimated costs** as the first payment.
  + This deposit will be used to cover expenses incurred during the first two months of the contract.

**Ongoing Payments & Reconciliation**

* + Every two months, an invoice will be issued based on the **actual incurred costs** during that period.
  + The **remaining balance** from the initial deposit will be identified and deducted from the next required deposit.
  + A new deposit will then be made to ensure coverage for the upcoming two months, based on the proforma invoice.

**Contracting & Payment Schedule Adjustments**

* + Payments will be made to the Contractor’s designated bank account within **30 working days** of receiving a valid fiscal invoice.
  + Invoices will be exempt from VAT as per the IPA-II Framework Agreement. However, **this exemption does not mean that students will make their purchases VAT exempt.**
  + Unused balances from one period will roll over to the next unless otherwise specified.
  + Before the final month of the contract, **a reconciliation check** will be conducted, and payments will be adjusted accordingly.

**Billing & Card Usage Guidelines**

* + Expenses should not be charged all at once for the entire contract period but will be **automatically charged at the beginning of each month** by the tenderer.
  + The account holder may use the card up to the agreed monthly limit.
  + The Contractor will issue invoices within the first **five (5) days of each month**, based on the recorded usage from the Contractor’s system.

|  |  |
| --- | --- |
| **We hereby commit to adhering to the provisions outlined in this Terms of Reference and to delivering the materials and services mentioned above.** | |
| **Name of the Firm** |  |
| **Name of the Authorized Person** |  |
| **Title of the Authorized Person** |  |
| **Signature** |  |
| **Stamp** |  |
| **Date** |  |

Annexes

1. Programme implementation school list