**ATILIM UNIVERSITY REGULATIONS ON TENDERS**

**SECTION ONE**

**General Provisions**

**Purpose and scope**

**ARTICLE 1** – (1) These Regulations aim to determine the procedures and principles to be applied in accordance with Regulations on the Tenders of Foundation Higher Education Institutions published in the Official Gazette dated 16/11/2018 and numbered 30597, in the tenders for transactions such as purchase and sale of goods and services, construction, purchase and sale of real estate, renting, leasing, bartering, establishment of limited real rights, etc.; and in the purchases of goods/ services within the framework of funds provided by public institutions and organizations and international organizations for research and development projects of Atılım University.

**Basis**

**ARTICLE 2** – (1) These Regulations are based on Higher Education Law no. 2547 dated 4/11/1981, and Regulations on the Tenders of Foundation Higher Education Institutions published in the Official Gazette no. 30597 dated 16/11/2018.

**Definitions**

**ARTICLE 3 -** (1) The definitions for the terms in these Regulations are as follows:

a) Candidate: The real or legal persons, or the joint initiatives consisting of these, applying for prequalification,

b) Service: Services and software services and similar services relevant to maintenance and repairs, transportation, landscaping and environmental care, translation, communication, insurance, research and development, accounting, market research and surveys, advocacy, consultancy, promotion, printing and publishing, cleaning, food preparation and distribution, accommodation, conventions, organization, exhibition, protection and security, vocational training, photography, films, intellectual and fine arts, and computer systems.

c) Tender: Transactions indicating that the purchase and sale of goods and services, construction, renting, leasing, bartering, establishment of limited real rights, etc., are entrusted to an entity to be selected among the bidders, in accordance with the procedures and conditions in these Regulations, and are completed by signing the contract following the approval of the tender authority,

ç) Tender document: Administrative specifications including instructions to the bidders, technical specifications including the project of the work to be done, the contract draft, and other necessary documents and information relevant to the tender in question,

d) Tender procedures: The tender procedures in these Regulations,

e) Tender authority: The Board of Trustees, or the University administrators or officials deemed appropriate by the Board of Trustees,

f) Bidder: Joint ventures with real or legal persons bidding for the tender,

g) Possible bidder: Real or legal persons or joint ventures formed by them operating in the field subject to the tender having purchased the tender or the prequalification document,

ğ) Rental: The deem of Atılım University as the tenant of a lease contract,

h) Lease: The deem of Atılım University as the lessor party of a lease contract,

ı) Goods: All kinds of necessities purchased, as well as movable and immovable property and rights,

i) Board of Trustees: The Board of Trustees of Atılım University,

j) Preliminary announcement: The announcement made as soon as possible following the beginning of the fiscal year, regarding the affairs to be tendered during that year,

k) Travel purchases: Transportation, accommodation, representation/ hosting and similar transactions for domestic/ international travel, exclusively related to the educational activities of Atılım University,

l) Establishment of limited real rights: Establishment of real rights other than ownership in the Turkish Civil Code No. 4721 dated 22/11/2001,

m)  Contract: Written agreements within the scope of these Regulations,

n) Specifications: Documents presenting the general, special, technical and administrative procedures and principles of the affair to be undertaken,

o) Estimated cost: The previously estimated cost of the tasks subject to the tender,

ö) Scheduled purchases: Purchases that may be made as per a certain tariff, such as electricity, water, natural gas, telephone, data, and Internet services,

p) Barter: Transactions detailed in the articles on barters of the Turkish Code of Obligations No. 6098 dated 11/1/2011,

r) University: Atılım University,

s) Construction: All kinds of construction work and relevant installation, manufacturing, preparation, transportation, completion, repair, restoration, landscaping, drilling, demolition, reinforcement and assembly tasks and similar construction affairs,

ş) Contractor: The bidder who is awarded the tender, and who signs the contract.

**Basic principles**

**ARTICLE 4** – (1) The University is obliged to ensure transparency, competition, equal treatment, reliability, confidentiality, public scrutiny, resolution of requirements under appropriate conditions and on time, and efficient use of resources in the tenders to be held in accordance with these Regulations.

(2) No tenders shall violate Article 28 of Regulations on Foundation Higher Education Institutions published in the Official Gazette dated 31/12/2005 and numbered 26040.

(3) Excluding turnkey construction tenders; tenders on the procurement of goods and services, and construction tenders shall not be made together without an acceptable natural connection among these elements.

(4) The affairs that constitute the subject of the tender may not be divided into parts in order to stay below the limits specified in these Regulations.

**Qualification principles on tender inclusion**

**ARTICLE 5** – (1) In line with the basic principles stated in Article 4, the University requests the necessary information and documents regarding the determination of economic and financial competence, and professional and technical qualifications from the bidders to participate in tenders.

(2) The University determines the documents to be requested within the scope of this Article for submission as a letter of undertaking. If the letter of undertaking by the bidder include untrue statements, or if the documents proving the situation guaranteed by the bidder to be awarded the tender at hand are not submitted before signing the contract, the possible bidder shall be excluded from the tender, and their provisional guarantees shall be logged as income.

**Estimated cost**

**ARTICLE 6** – (1) The estimated cost for the affairs subject to tender to be executed in accordance with these Regulations is determined by, or for, the University. Depending on the nature of the work at hand, where necessary, this fee, or the prices to be used to calculate this fee are verified through organizations such as the Municipality, the Chamber of Commerce, the Chamber of Industry, stock exchange, or experts. Regarding the determination of the estimated value in real estate purchase, sale, rental, leasing, exchange and limited real rights establishment transactions, the value estimations reported by real estate valuation companies licensed by the Capital Markets Board (CMB) in accordance with the CMB legislation shall constitute the basis, without any restrictions. The estimated prices are presented in an account report, to which the basis for this is added, to be kept in the tender document. These prices are verified by the tender commissions where necessary. However, when determining the estimated cost of construction affairs, if there are unit prices determined by the relevant public institutions as per the legal authority for these tasks, these prices shall apply. The estimated cost is not included in the tender and prequalification announcements. It is not disclosed to bidders or other persons who have no official relationship with the tender process.

(2) In cases where it is possible to submit an offer to a part of the task subject to tender, the estimated price is calculated for each part separately, taking into account the entire task.

(3) In tenders for the purchase of goods that require a special manufacturing process; the estimated cost is calculated by taking into account the labor, the materials and other purchase-related issues.

(4) If the tender commission determines that the estimated price has changed in the period until the tender date; the updated estimated prices shall apply, and the reasons for the change shall be stated.

**Tender procedure file**

**ARTICLE 7** – (1) The University prepares a tender procedure file for each task to be tendered. This file contains the following documents:

a) The tender approval document and an attached spreadsheet presenting the estimated cost.

b) In tenders where the most economically-advantageous offer is to be determined by taking into account both the price and non-price factors; the explanation document containing the justifications for the regulation regarding non-price elements, their monetary values or relative weights, and the calculation method.

c) The tender and/ or prequalification document, and an addendum, and explanations, if any.

ç) Announcement and/or invitation texts.

d) Objection applications, resolutions by the University regarding these applications, and documents on their notification.

e) Applications or offers submitted by candidates or bidders.

f) Tender commission minutes and decisions.

g) Other documents related to the tender process.

(2) A copy of the tender process file is issued to the members of the tender commission by the University within five days following the announcement or invitation.

**Tender commission**

**ARTICLE 8** – (1) The tender authority forms the tender commission within five days at the latest from the day after the tender announcement, the prequalification announcement, or the invitation date, in order to realize the tender. The tender commission also serves as the prequalification evaluation commission.

(2) The number of the tender commission members is an odd number, under the chairmanship of one of the University officials, with the participation of at least two people, provided that they are experts on the subject of the tender. The tender authority may appoint as many personnel and experts as necessary to assist the commission, provided that they do not participate in the tender decisions. During the appointment of the tender commission, taking into account that the commission is to convene in full, the names of the main members, and a sufficient number of substitute members with the same qualifications to replace these members, and the capacity at which these members are to take part in the commission are stated.

(3) The tender commission convenes with all of its members. Commission decisions are taken by the majority. If the votes are equal, the side with the chairperson constitutes the majority. It is not possible to abstain from decisions. The member casting a dissenting vote must write, and sign, the reason for their dissent underneath the resolution. The chairperson and the members of the commission are responsible for their votes and decisions. The decisions taken and the minutes prepared by the tender commission are signed with the names, surnames and job titles of the chairperson, and the members of the commission.

(4) The tender commission may request documents and information deemed necessary to confirm the accuracy of the documents included in the proposal or application. Requests made by the Commission in this regard are fulfilled immediately by the relevant parties.

**Inspection and approval commission**

**ARTICLE 9** – (1) In order to examine whether the procurement of goods and services and construction affairs subject to the tender comply with the qualifications specified in the tender document, the tender officer organizes inspection and approval commissions, with an odd number of members, under the chairmanship of one of the University officials, and at least two persons, provided that they are experts in the work subject to the tender. Taking into account the importance and nature of the task at hand, the number of members of the commission may be increased, keeping the total number an odd one.

(2) The inspection and approval commission convenes with all of its members. Commission decisions are taken by the majority. If the votes are equal, the side with the chairperson constitutes the majority. It is not possible to abstain from decisions. The member casting a dissenting vote must write, and sign, the reason for their dissent underneath the resolution. The chairperson and the members of the commission are responsible for their votes and decisions. The decisions taken and the minutes prepared by the inspection and approval commission are signed with the names, surnames and job titles of the chairperson, and the members of the commission.

(3) After the Contractor informs the University that the element subject to the tender is ready for delivery, the University initiates the inspection and approval procedures.

(4) Approval procedures may be undertaken in accordance with the provisions of these Regulations, without waiting for the delivery date of the work subject to the tender, provided that the nature of the work is appropriate; and upon the application of the contractor, that it does not cause any additional cost to the University, and that it is deemed appropriate by the University.

(5) Temporary, partial and final approval issues, as well as those on the inspection and approval procedures and principles are determined by the relevant Directive to be issued by the University.

**Approval document**

**ARTICLE 10** – (1) The University prepares an approval document for each task to be tendered. The approval document specifies the type, the quality, and the quantity of the work subject to tender; the project number, if any; the estimated cost, the available budget amount, the conditions if a down-payment is the case; the procedures to be applied in the tender, the announcement, and the amount of the provisional guarantee. The approval document also indicates the cost of the specifications, and its annexes.

(2) The tender process begins with the approval of the tender approval document by the tender authority; and ends with either the signing of the contract by the parties, or the cancellation of the tender.

(3) In the case of a preliminary announcement, the tender approval document is submitted to the tender authority for approval before the announcement. It shall be sufficient to include only the estimation spreadsheet to this document. Before the publication of the tender or the prequalification announcement, a new tender approval document is prepared, and submitted to the tender authority for approval.

**Announcement**

**ARTICLE 11** – (1) The University is required to announce accordingly before opening a tender. A reasonable period is to be allocated between the announcement and the tender date, to allow all bidders to prepare their offers, the length of which is to be determined by the tender authority, in line with the tender procedure and the nature of the work. This period may not be less than seven days. Prequalification announcements for the bids to take place through a tender procedure among certain bidders are made at least ten days before the application deadline.

(2) Tenders are announced in a separate section designated for tender announcements, in local newspapers published where the tender is held, and on the official website of the University, in a manner that ensures publicity. Advertisements published on the website shall not be removed from the website until the tender time. Tenders are also announced by the University via one of the local newspapers through the Press Advertisement Agency. It is not mandatory to make an announcement in purchases where direct procurement and negotiation procedures are applied.

(3) Tender announcements are prepared in accordance with the standard tender and prequalification announcement forms created in accordance with the tender procedure, based on the information contained in the tender document.

(4) In tenders to be held among certain bidders through a tender procedure, an invitation letter is sent to the candidates deemed to fit the qualifications as per the prequalification evaluation, at least ten days before the tender day.

(5) The following shall be included in tender announcements:

a) The name, the address, and the telephone and fax number of the University.

b) The nature, the location and the quantity of the work subject to tender.

c) The location and the conditions to receive the specifications and its annexes.

ç) The location, the date, the time and the method of the tender to be held.

d) The amount of the provisional guarantee.

e) The list of documents required for the bidders.

f) The location and the deadline to submit the bids.

(6) The following shall be included in prequalification announcements:

a) The name, the address, and the telephone and fax number of the University.

b) The name, the nature, the type and the amount of the tender.

c) The place of delivery for tenders on the procurement of goods, and the place for the service to be provided in service procurement and construction tenders.

d) The start and the completion date of the work subject to tender.

d) The conditions for participating in prequalification, and the required documents.

e) The criteria to apply through the prequalification evaluation.

f) Whether the tender shall be open only to domestic bidders, and whether a price advantage shall be the case in favor of domestic bidders.

g) Where to view the prequalification document, and its price.

ğ) The place where prequalification applications shall be submitted, and the application deadline.

h) Whether consortia may bid for the tender.

(7) In calculating the announcement periods, the announcement publication date is taken into account, instead of the tender day or the application deadline.

(8) If the tender date falls on a holiday, the tender is held at the same place and time on the first business day following the holiday, without the need for further announcement, and the bids submitted until this date are accepted. The tender time is determined based on working hours. Even if the working hours change after the announcement, the tender is held at the predetermined time.

(9) An announcement may not be made without a tender/ prequalification document available.

(10) Issues not specified in the tender/ prequalification document may not be included in the announcement.

(11) In cases where it is evident that the announcements made do not comply with the provisions of this Article, tender or prequalification may be made with a correction announcement to resolve erroneous issues within fifteen days following the publication of an announcement; except for those where the announcement specified in this Article is not made, or the announcement periods are not complied with. In this case, it is ensured that the correction announcement is published in the same format in the media organ where the previous announcement subject to correction has been published.

**Tender procedure determination and tender registration**

**ARTICLE 12** – (1) The tender procedure to be implemented is determined by the tender authority in line with the provisions determined in these Regulations. Before the preparation of the tender and/ or the prequalification document, the tender is registered by the University; and a tender registration number is assigned for each tender, to be used in every tender transaction.

(2) In tenders where preliminary announcements are made, tender registration is made before the preliminary announcement is ready.

**Tender/ prequalification document**

**ARTICLE 13** - (1) The tender document includes administrative specifications including instructions to the bidders, technical specifications including the project of the work to be done, contract draft and other necessary documents and information relevant to the tender in question. The prequalification document includes the conditions required for candidates, the prequalification criteria and other necessary documents and information.

(2) In cases where a certain number of qualifying candidates are expected to be invited to tender, the relevant ranking criteria and scoring method, and the number of candidates to be listed are also specified in the prequalification document.

(3) The arrangements made in the tender or the prequalification document may not contradict each other.

(4) The tender, or the prequalification document is required to have been prepared in Turkish. However, in tenders open to foreign bidders, all, or part of the document may be prepared in other languages besides Turkish. The foreign-language copy of such documents is issued upon request, together with the Turkish version. In such cases, the Turkish text constitutes the basis in understanding and interpreting the document, and in resolving disputes.

(5) The tender and prequalification documents may be viewed at the University free of charge. However, bidders who wish to prequalify, or participate in the tender are required to purchase this document. The price of the document is determined and announced by the University in a way that does not exceed the printing cost and does not hinder competition. The document fee is deposited only to the bank account specified in the announcement with the bidder's name, their title, the name and the number, if any, of the tender in question.

(6) If required by the University, the prequalification document and the tender document may be purchased via registered mail, urgent mail or cargo, provided that the document sales price is transferred to the University account in advance. The bank account number to receive the document fees, including the postal or cargo expenses, is stated in the prequalification and tender announcement, or invitation letter. The mailing or shipping date of the document in question is considered to be the date of purchase of the document. The University shall not be held responsible in any way for missing, late, and incomplete arrivals.

**Ineligibility to participate in tenders**

**ARTICLE 14** – (1) The following persons are deemed to be ineligible to participate in tenders within the scope of these Regulations, directly or indirectly, or as subcontractors, on behalf of themselves or others:

a) Those who are responsible for preparing, executing, concluding and supervising the duties and the transactions within the scope of these Regulations.

b) Those who are temporarily or permanently banned from participating in public tenders by foundation higher education institutions, or by court decision, in accordance with Public Procurement Law no. 4734 dated 4/1/2002, the provisions of these Regulations and other relevant legislation, as well as those to have been convicted of crimes within the scope of Anti-Terrorism Law no. 3713 dated 12/4/1991, of organized crimes, or of the crime of bribing public officials in their own country, or a foreign country.

c) Those who are determined to be fraudulently bankrupt by the relevant authorities.

d) Those who have previously been employed at the University but do not intend to sign a proper contract, those having given up their commitments after the conclusion of a contract, and those found to have not fulfilled their commitments in accordance with the provisions of the contract and specifications, except for force-majeure cases.

(2) Contractors providing consultancy services for a task subject to tender may not participate in the tender for the task in question. Similarly, contractors of the task subject to tender may not participate in consultancy service tenders for that particular task.

(3) The prohibitions listed in Paragraphs One and Two do not apply to their partners, their joint stock companies with a partnership share of less than 10%, and their companies with partnership and management relationships except for the companies where the University is the controlling partner as per Turkish Commercial Code no. 6102 dated 13/1/2011, and their companies in which they own more than half of the capital.

(4) Bidders who participate in the tender despite the prohibitions specified in this Article are excluded from the tender. Temporary guarantees are kept as income. In addition, if a tender is concluded with bidders in situations constituting a prohibition due to the situation going undetected during the evaluation phase for the offers, the security deposit shall be kept as income, and the tender will be annulled.

**Changes or clarifications on the prequalification/ tender document**

**ARTICLE 15** – (1) It is essential that no changes are made to the prequalification/ tender document after the announcement. If a change is absolutely necessary, the reasons and obligations for the change shall be reported, the previous announcements shall be annulled and the tender/prequalification shall be announced again in the same way.

(2) After the announcement, changes may be made to the tender document if material or technical errors, or deficiencies that may affect the preparation of offers or the execution of the work, are detected by the University, or notified in writing by the candidates or bidders. The addendum, a binding component of a tender document regarding these changes, is submitted to all tender document recipients in accordance with the procedures specified in these Regulations, ensuring that they are informed at least ten days before the bidding deadline. If additional time is required to prepare the bids due to the changes in the addendum, the tender/prequalification date may be postponed for a maximum of twenty days, once only, with an addendum. If an addendum is issued, bidders having submitted their bids before the addendum are granted with the opportunity to withdraw their bids, and re-bid.

(3) Candidates or bidders may request clarification in writing regarding the issues requiring clarification in the tender document while preparing their offers, up to twenty days before the bidding deadline. If this request is deemed appropriate by the University, a notification is issued with the necessary explanation on the prequalification/ tender announcement page for the tender at hand at the official web site of the University, to ensure that all bidders to receive pre-qualification/tender documents by this date are informed ten days before the bid submission deadline.

**Administrative specifications**

**ARTICLE 16** – (1) The University prepares the administrative specifications regarding the tender procedure to be implemented.

(2) The administrative specifications include at least the following regarding the tender:

a) The name, the nature, the type and the amount of work, job description for services.

b) The name, the address, the telephone and fax number of the administration.

c) The tender procedure, the tender date, the time and where the bids are to be submitted.

ç) Instructions to bidders.

d) The conditions, the documents, and the qualification criteria required for bidders.

e) Methods to request and provide clarification on the tender document.

f) The validity period of offers.

g) Whether consortia may bid for the tender, whether it is possible to bid for all or part of the work subject to the tender, whether alternative bids may be possible in tenders for the procurement of goods, and if so, the means of evaluation for alternative bids.

ğ) The transportation and insurance expenses, the taxes, the duties and fees to be included in bids.

h) The procedures and the principles specified in these Regulations on receiving, opening and evaluating bids.

ı) The procedures and principles specified in these Regulations to apply from the time of the tender decision until the signing of the contract.

i) Whether the tender shall be open only to domestic bidders, and whether a price advantage shall be the case in favor of domestic bidders.

j) The offer and contract type.

k) The provisional and final guarantee rates and guarantee conditions.

l) The freedom of the University to cancel the tender before the tender time.

m) The freedom of the University to reject all offers and cancel the tender.

n) The starting and finishing dates of the task subject to tender, the place of execution, delivery conditions and penalties to be charged in case of delays.

o) The place and conditions of payment, whether down-payments shall be the case, and if so, the conditions and the amount, and the price differences to be the case for the subject of the contract.

ö) The situations and the conditions under which a time extension may be granted, and mutual obligations in case of increases and decreases in the task at hand within the scope of the contract.

p) The party to pay the taxes, the duties, the fees and other contract-related expenses.

r) Conditions regarding the insurance of work and the workplace in construction works, and regarding construction inspection and responsibilities.

s) Conditions regarding auditing, inspection, and approval procedures.

ş) Resolution of disputes.

(3) The University may organize the issues that are not regulated in the administrative specifications requiring regulation due to the nature of the work, to be added under “Other Issues”.

**Prequalification specifications**

**ARTICLE 17** - (1) The University prepares the prequalification specifications for the tenders that require prequalification.

**Technical specifications**

**ARTICLE 18** – (1) A technical specification presenting the technical details and conditions of the work is prepared and included in the tender document.

(2) The technical specifications are edited to ensure compliance with national and/ or international technical standards, if any. These specifications include technical specifications and definitions. However, if there are no national standards, edits may only be possible based on international standards. A specific brand, model, patent, origin, source, or product may not be specified; and the features and the descriptions of a specific brand, or model, may not be included. However, in cases where there are no national and/ or international technical standards, or where it is not possible to determine technical specifications, the brand or model may be specified, provided that the expression “or equivalent” is included.

(3) It is essential that the technical specifications are prepared by the University, but in cases where the nature of the work requires as such, they may be prepared by consultancy service providers, provided that they are approved by the tender authority.

(4) The technical specifications may be amended in line with the user manuals of the machinery, materials and equipment to be used in the work subject to tender.

(5) In purchases of goods that require a special manufacturing process, amendments may be made in the technical specifications for the contractor to first submit the prototype of the goods to the University, and to begin manufacturing when the prototype is approved.

**Contract drafts**

**ARTICLE 19** – (1) The University prepares the contract drafts for the work to be undertaken within the scope of the tender.

(2) The University may add issues that are not regulated in the contract draft, but require regulation, due to the nature of the work under “Other Issues”.

(3) In tenders, contracts that are customary to be prepared by the bidders may be used if the tender official deems it appropriate.

(4) The following issues shall be stated in the contract drafts to be prepared in accordance with these Regulations:

a) The name, the nature, the type and the amount of work, job description for services.

b) The name and the address of the University.

c) The name or the commercial name of the contractor, and their notification address.

ç) Details on subcontractors, and their responsibilities, if any.

d) The price, the type, and the duration of the contract.

e) The place and the conditions of payment, whether a down-payment may be the case, and if so, the conditions and the amounts.

f) If a price difference is the case for the tasks subject to the contract, how these are to be paid.

g) The transportation and insurance expenses, the taxes, the duties and fees to be included in the contract price.

ğ) The party to pay the taxes, the duties, the fees and other contract-related expenses.

h) The conditions for supporting services such as installation, commissioning, training, maintenance-repair, and spare parts.

ı) The amount of the final guarantee and the conditions regarding the return of the final guarantee.

i) In cases where a warranty is requested, the duration and conditions of the warranty.

j) The place of execution of the task, and the methods and conditions for delivery and admission.

k) Penalties in case of delays.

l) The force majeure and the conditions to constitute the basis for time extensions, mutual obligations in case of increases and decreases in the task subject to the contract.

m) Conditions regarding auditing, inspection, and approval procedures.

n) Conditions regarding the insurance of work and the workplace in construction works, and regarding construction inspection and responsibilities.

o) Conditions for changes to the contract.

ö) Conditions regarding the termination of the contract.

p) The responsibilities of the contractor regarding the personnel to be employed for the task subject to the contract.

r) The statement that all documents included in the tender document are annexes to the contract.

s) Resolution of disputes.

ş) Obligations regarding occupational health and safety.

**Subcontractors**

**ARTICLE 20** – (1) If necessary due to the nature of the work subject to tender, bidders may be requested to indicate the tasks they intend to have subcontractors do during the tender stage, and to submit the list of subcontractors to the University for approval before signing the contract. However, in this case, the responsibilities of the subcontractors for the tasks that they perform do not eliminate the responsibilities of the contractor.

**Joint ventures**

**ARTICLE 21** – (1) Joint ventures may be established by more than one real or legal person in two ways; either as a business partnership, or a consortium. Business partners form a partnership to undertake the entire work together with their rights and responsibilities, while consortium members separate their rights and responsibilities and form a partnership to undertake their own part related to their fields of expertise. Partnership-based businesses may bid on all kinds of tenders. However, if the job requires different areas of expertise, the University indicates in the tender document whether consortia may bid for the tender. At the tender stage, joint ventures are requested to clarify that they have established a business partnership or a consortium among themselves. In business partnership agreements, the pilot partner is specified, and in consortium agreements, the coordinator partner is specified. If the tender is awarded to a business partnership or a consortium, a notarized business partnership or consortium contract is to be submitted before the contract is signed. In a business partnership agreement and contract, it shall be stated that the real or legal persons are in a business partnership and are jointly and severally responsible for the fulfillment of the commitment, whereas in a consortium agreement and contract, it shall be stated that the real or legal persons are in a consortium, the part of the work they are to undertake, and that the coordination among them in fulfilling the commitment is to be ensured through the coordinator partner.

**SECTION TWO**

**Procurement of Goods and Services, Limited Real Rights Acquisitions,**

**Rental and Construction Affairs**

**Tender procedures**

**ARTICLE 22** – (1) The tenders on goods and services, and construction affairs to be undertaken by the University may be open for all bidder, open to certain bidders, or based on bargains.

(2) It is essential to choose the open tender route in tenders on the procurement of goods and services, and construction affairs.

(3) The total sum for the goods and services purchases and the construction affairs to be made through bargains as regulated in Clause (c), Paragraph One, Article 25; and direct procurements as regulated in Clause (d) Paragraph One, Article 26 may not exceed 10% of the total budget expenditure of the University for the relevant year. The limit may be increased up to 15% with a reasoned decision by the Board of Trustees indicating that doing so shall produce results in favor of the University.

**Open tenders**

**ARTICLE 23** – (1) The open tender procedure is the procedure where all bidders may submit bids.

**Tenders among certain bidders**

**ARTICLE 24** – (1) Tenders among certain bidders are the ones only for the bidders invited by the University as a result of the prequalification evaluation. This procedure may be implemented for tenders of goods and services, and construction works, when an open tender may not be the case due to the nature of the work requiring expertise and/ or advanced technology.

(2) The prequalification criteria and conditions to be determined to evaluate the financial and technical capacities of the candidates are stated in the prequalification announcement to be made at least seven days before the application deadline.

(3) In the prequalification evaluation, candidates are evaluated based on the evaluation criteria determined and stated in the prequalification document and announcement. Provided that it is stated in the prequalification announcement and document accordingly; only the shortlisted bidders, or all bidders who are deemed to qualify after the prequalification evaluation, may be invited to bid. Those who are not invited to bid are informed in writing of the reasons for not being invited. Those who are unable to meet the specified minimum qualification requirements are not considered competent. If the number of bidders to be invited to the tender is less than three, or the number of total bidders is less than two, the tender shall be canceled.

(4) All documents required as a condition for participation in the prequalification evaluation are submitted to the University in accordance with the procedures and principles specified in Paragraphs One and Two, Article 27.

**Bargaining**

**ARTICLE 25** – (1) Bargaining may be possible in the following cases:

a) No bids received as a result of open tenders, or tenders for certain bidders.

b) The presence of an obligation to hold the tender urgently due to force-majeure such as natural disasters, epidemics, or sudden and unexpected events such as the danger of loss of life or property.

c) Procurement of goods and services and construction works, the estimated cost of which does not exceed the amount of five hundred thirty-eight thousand one hundred seventy-four Turkish Liras of the total expenses of the previous accounting period, to be updated annually in line with the CPI rate.

d) Tasks such as purchasing, renting and establishing limited real rights of movable and immovable properties that may not be acquired through another tender procedure due to the nature of their use and the special benefit they shall provide to the University.

(2) For bargaining procedures, there are no obligations for an announcement. Excluding the cases not calling for an announcement, and those included in Clause (d), Paragraph One; at least three bidders are invited and requested to submit their qualification documents and price offers in writing. In addition, the tender commission interviews each bidder. As a result of the interviews, the tender commission receives the final written price offers from each bidder to constitute the basis for the final tender decision; and concludes the tender. The manner through which the bargaining procedure was undertaken, the offers received, and the reason for choosing the bidder to be awarded the tender are presented with the bargaining decision. In purchases of goods made within the scope of this Paragraph, it is not an obligation to make a contract and obtain a final guarantee.

(3) In tenders to be held in accordance with Clauses (a) and (c), Paragraph One, the bidders who qualify as per the evaluation criteria specified in the tender document initially submit their first offers, excluding the price, regarding issues such as technical details and realization methods of the task subject to tender. The tender commission discusses with each bidder the methods and solutions that should best meet the needs of the administration, and receives the first price offers. As a result of these negotiations, the tender is concluded by receiving the final written price offers from the bidders to constitute the basis for the tender decision, not to exceed the initial price offers.

(4) If there is a market price assessed or determined by the competent authorities or courts for the tasks at hand in accordance with Clause (d), Paragraph One, this price is regarded as the estimated cost. Otherwise, bargaining negotiations shall be conducted based on the estimated prices to be determined in accordance with Articles 6, 8 and 9. Estimated prices are kept confidential during the negotiations.

**Direct procurement**

**ARTICLE 26** – (1) In the following cases, direct procurement may be possible; not subject to an announcement or a guarantee:

a) The requirement being determined to be met only by a single real or legal person.

b) Purchases of the goods and services that are mandatory to ensure compatibility and standardization with existing goods, equipment, technology or services, from the real or legal person through whom the first purchase was made, with contracts that do not exceed 20% of the original contract price and drawn up accordingly, not exceeding three years.

c) Purchases of medicines, vaccines, serums, anti-serums, blood and blood products that are not economical to stock due to their characteristics and the necessity of using them within a certain period of time, or those to be used in emergency situations; and medical consumables the use of which depend on patients during their utilization, and are specific to patients, such as test equipment and examination consumables.

ç) Purchases of goods and services, scheduled purchases and travel purchases, the estimated cost of which does not exceed the amount corresponding to two hundred sixty-nine thousand eighty-seven Turkish Liras, to be updated in line with the CPI rate of the total expenses within the previous accounting period.

(2) In purchases to be made in accordance with this Article, the needs are met through a price research in the market and a report by the person(s) appointed by the tender authority, without the obligation to establish commissions and meet the qualification conditions specified in these Regulations.

**Tender preparation and presentation**

**ARTICLE 27** – (1) All documents required as a condition for participating in the tender, including the offer letter and provisional guarantee, are placed in an envelope. The full name, or the commercial name of the bidder, their notification address in full, the task to which the bid relates; as well as the name and the full address of the University are written on this envelope. The sticky part of the envelope is signed and sealed by the bidder.

(2) Bidders are obliged to submit their offers in writing, and sign them. For offer letters, it is an obligation to have a statement that the tender/ prequalification document has been read and accepted completely, to have the offered price written clearly in numbers and words to match, to have no scrapings, erasures, or corrections on these statements, and to include the signature(s) of the persons authorized, along with their full name(s), or commercial name(s). In tenders for the procurement of goods, if there is a provision in the tender document stating the possibility of alternative offers, these offers are prepared and submitted in the same way.

(3) Bids are submitted to the University in return for receipts bearing serial numbers until the tender time as specified in the tender/ prequalification document. Documents related to the prequalification evaluation are submitted to the University in return for receipts with serial numbers until the application deadline. Envelopes of bids and prequalification documents submitted past the deadline shall not be accepted, but returned unopened instead. Envelopes of bids and prequalification documents may also be sent via registered mail. Mailed bids must be delivered by the tender time specified in the tender/ prequalification document, and documents mailed for the prequalification evaluation must be delivered by the tender time specified in the prequalification document. The receipt time is reported for the bid and prequalification document envelopes not to be processed due to postal delays.

(4) Bids submitted may not be withdrawn or changed for any reason, except for the issuance of an addendum.

(5) The validity period of the offers is specified in the tender/ prequalification document. If needed by the University, this period may be extended for as long as of the offer validity period specified in the tender/prequalification document at most, provided that the offer and contract conditions are not changed and the bidder accepts them.

(6) All documents required as a condition for participating in the prequalification evaluation are submitted to the University in accordance with the principles and procedures specified in Paragraphs One and Three.

(7) For purchases made through negotiation and direct procurement, the offer letter and all documents required as a condition for participating in the tender may be obtained electronically.

(8) Upon a resolution by the board of Trustees, the University may create or participate in electronic purchasing systems where bidders meeting certain conditions are accepted into the system to bid electronically.

**Provisional guarantee**

**ARTICLE 28** – (1) In tenders, a provisional guarantee is collected from the bidders, not less than 3% and not more than 6% of the price offered. It is not an obligation to obtain a provisional guarantee, provided that it is stated accordingly in the tender document.

**Evaluation of offers**

**ARTICLE 29** – (1) At the time specified in the tender/prequalification document, the tender commission reports how many bids have been submitted, announces it to those present, and the tender begins immediately. The tender commission examines the bid envelopes in the order they are received. Envelopes that do not comply with Paragraph One of Article 27 are reported and not taken into consideration. The envelopes are opened in front of the bidders and those present in the order in which they are received.

(2) The documents by the bidders are verified in terms of completion, and to determine whether their offer letters and provisional guarantees comply with the procedure at hand. Bidders with missing documentation, or non-compliant offer letters and provisional guarantees are reported accordingly. The bid prices and estimated price amounts are announced to the bidders. The minutes regarding these transactions are signed by the tender commission. At this stage; no offers shall be rejected or accepted; and the documents constituting the offer may not be corrected, or completed. The session is then closed to have the bids evaluated immediately.

(3) In the first session; the decision is taken to exclude the bidders with missing documentation, or non-compliant offer letters or provisional guarantees as per Paragraphs One and Two. However, in the event that the missing information and/ or documentation does not affect the essence of the offers at hand, the bidders are requested in writing to provide the missing information and/ or documentation within the period specified by the University. If such pieces of missing information and/ or documentation submitted by the bidders before the deadline for completion as specified by the University have been created past the application deadline or tender date, these documents are to be accepted if such candidates or bidders prove that they meet the conditions to participate in the tender as of the application date. Bidders are obliged to submit the requested pieces of information and documentation as the attachment of a petition. Bidders who do not complete the missing information and/ or documents within the specified time shall be excluded from evaluation and their provisional guarantees shall be kept as income.

(4) As a result of this preliminary evaluation and procedures, a detailed evaluation takes place on the offers of the bidders whose documents are complete, and whose offer letters, and provisional guarantees are compliant with the procedure at hand. At this stage, it is examined whether the bidders comply with the qualification criteria to determine their capacity to perform the task subject to the tender, and the conditions specified in the tender/ prequalification document. Non-qualifying tenders shall be excluded from evaluation. Again, at this stage, it is examined whether there are arithmetic errors in the unit price offer tables, and if there are arithmetic errors in the multiplications and totals in the table attached to the offer letter showing the offered prices, the arithmetic errors are corrected *ex-officio* by the tender commission, based on the unit prices offered by the bidders. The offer resulting from this correction is accepted as the bidder's main offer and this situation is immediately notified to the bidder in writing. In this case, the bidder is obliged to notify in writing whether they accept the correction within three business days following the notification date. If the bidder notifies in due time that they do not accept the corrected bid or they fail to provide a response within this period, their bid shall be excluded from evaluation and their provisional guarantee shall be kept as income.

(5) After evaluating the bids, the tender commission determines the bid prices that are excessively low compared to the others, or the estimated price determined by the University. Before rejecting these offers, the University requests in writing from the bidders, within a certain period of time, the details about the components deemed important for the offer. The tender commission evaluates the extremely-low offers in line with the written explanation regarding the issues such as the economics of the manufacturing process, the service provided and the construction method, the technical solutions chosen and the advantageous conditions that the bidder is to use in the supply of goods and services or the performance of the construction work, and the originality of the offered goods, services or construction works. As a result of this evaluation, the bids of the bidders the explanations provided by whom are deemed insufficient, or those who have not provided an explanation in writing shall be rejected.

(6) The tender commission relies on the criteria determined by the Public Procurement Authority in determining and evaluating extremely low offers.

**Tender finalization and approval**

**ARTICLE 30** – (1) As a result of the evaluation made in accordance with Article 29, the tender is awarded to the bidder with the most economically-advantageous offer.

(2) The most economically-advantageous offer is determined solely on the basis of price or by taking into account factors other than the price, such as operation and maintenance costs, cost-effectiveness, productivity, the quality and technical value, in addition to the price. In tenders where the most economically-advantageous offer is to be determined on the basis of factors other than price, the monetary values or relative weights of these elements are determined in the tender/ prequalification document.

(3) In tenders where the lowest price offered is considered to be the most economically-advantageous offer, if the same price is offered by more than one bidder and it is understood that both of these constitute the most economically-advantageous offers, the best offer is determined by taking into account the factors other than the price specified in Paragraph Two, to conclude the tender.

(4) The tender commission determines its reasoned decision and submits it to the tender authority for approval. Resolutions include the names or the commercial names of the bidders, the prices offered, the date of the tender, the bidder awarded the tender and the reasons for the choice, and if the tender does not take place, and the reasons for this situation.

(5) The tender authority approves or annuls the tender resolution and clearly states the reason within five business days following the resolution date.

(6) The approval of the resolution validates the tender; whereas its annulment annuls the tender, as well.

(7) The tender result is notified to all bidders, including those who were awarded the tender, within three business days at the latest following the day the tender decision is approved by the tender authority. In tender result notifications, the reasons why certain bids were not evaluated or were not deemed to qualify are also included. If the tender decision is canceled by the tender authority, the bidders are notified accordingly, with the reasons.

(8) The contract may not be signed until three business days have passed since the notification of the tender result to all bidders.

(9) The bidder who awarded the tender is notified within three business days from the day following the end of the period specified in Paragraph Eight, to sign the contract by providing a final guarantee within ten business days following the notification date.

**Final guarantee**

**ARTICLE 31** – (1) In order to ensure that the commitment is fulfilled in accordance with the provisions of the contract and the tender/ prequalification document, a final guarantee of maximum 6% of the tender price is received from the bidder awarded the tender, before the contract is finalized. There are no obligations regarding final guarantee payments, provided that it is stated accordingly in the tender document.

**Duties and responsibilities of contracting parties**

**ARTICLE 32** – (1) The winning bidder is required to sign the contract by depositing the final guarantee. The provisional guarantee is refunded immediately after the contract is signed. If these obligations are not complied with, the bid guarantee of the bidder awarded the tender shall be kept as income, without the requirement for an objection or a final verdict. In this case, the University may sign a contract with the second most economically-advantageous bidder in accordance with the provisions specified in these Regulations, if deemed appropriate to do so by the tender authority. However, in order to sign a contract with the bidder having presented the second most economically-advantageous bid, this second bidder shall be notified accordingly within three days following the end of the ten-day period specified in Paragraph Nine, Article 30, as specified in the paragraph in question. If the second bidder does not sign the contract, the tender guarantee of this bidder is kept as income, and the tender is canceled.

(2) The University is obliged to undertake its duties regarding the conclusion of the contract within the periods specified in Paragraph One, and in accordance with Article 30. If the university fails to fulfill this obligation, the bidder may renounce their commitment within five business days at the latest from the day following the end of the period, provided that a notification is made with a ten-day notary notice. In this case, the provisional guarantee is returned and the bidder is entitled to claim the documented expenses incurred in providing the guarantee. The causing party compensates the damages.

**Inspection and approval procedures**

**ARTICLE 33** – (1) Inspection and acceptance procedures regarding the goods and services delivered, the construction work provided, or the tasks performed, are undertaken by the inspection and approval commission to be established by the tender authority. This commission examines whether the procurement of the goods, the services, and the construction work subject to the tender comply with the qualifications specified in the tender document.

**SECTION THREE**

**Sales of Goods and Services; Real Estate Sales, Rentals and Barters;**

**Establishment of Limited Real Rights, and Similar Transactions**

**Tender procedures**

**ARTICLE 34** – (1) The tenders related to the sales of the goods and services of; and to the sales, rentals, and barters of, and limited real right establishment efforts regarding the immovable properties of the University progress with closed bids, open bids, or bargaining.

(2) Regarding tenders, it is essential to choose either the closed or the open bid approach to ensure that bids are submitted confidentially. The tender authority decides on either of these two approaches.

**Closed bids**

**ARTICLE 35** – (1) With the closed bid approach, bids are made in writing. After offer letters are placed in envelopes, the bidders close their envelopes, and write their full name, and their notification address on them. The sticky part of their envelopes are then signed and sealed by the bidders. This envelope is then placed in another envelope along with the receipt of the provisional guarantee and other requested documents. The bidders’ full name, their notification address and the task for which the bid is to be submitted are written on the outer envelope.

(2) Bidders are required to sign their offer letters, state on their letters that the specifications and annexes have been fully read and accepted, and provide their price offers in clear writing, and in numbers and words. Non-compliant offers, or those bearing any scrapings, deletions or corrections shall be rejected and regarded not to have been made.

(3) Offers are submitted to the University until the deadline specified in the announcement, in return for receipts with serial numbers. The relevant receipt numbers are written on envelopes. Bids may be sent as registered mail. In this case, the name and the address of the University, the task for which the bid is to be submitted; as well as the full name and the full address of the bidder are written on the outer envelope to be sent to the tender commission. Offers sent by mail are required to be delivered to the University by the deadline specified in the announcement. The receipt time is reported for the offer envelopes not to be processed due to postal delays. Bids submitted to the tender commission may not be withdrawn for any reason.

(4) When the bids are to be opened, the number of the bids received are reported, and the outer envelopes of their offer letters are opened before the bidders present in the order of receipt; to verify whether the requested documents and the provisional guarantees have been submitted in full. The receipt sequence numbers on the outer envelopes are also written on the inner envelopes. The inner envelopes containing the offer letters are not opened, but returned to the bidders without further processing, if received by the bidders unable to have fully provided the requested documentation and guarantee, along with their documentation. These bidders may not participate in the tender in question.

(5) Before the inner envelopes with the offer letters are opened, people other than the participating bidders are requested to leave the bidding room. Then, the envelopes are opened in numerical order, the proposals are read for, or by the chairperson of the commission, and listed. The list is signed by the chairperson, and the members of the commission. Offer letters not compliant with the specifications, containing different conditions, or not compliant with the provisions of the Paragraph Two shall not be accepted.

(6) In auctions/ reductions held with closed bids, the tender is concluded by receiving a final verbal or written offer from the bidders present at the session, provided that this is not below the highest valid bid.

**Open bids**

**ARTICLE 36** – (1) In open-bid tenders, bidders initially present their written offers to the tender commission. In the rounds that follow, offers are received orally. However, bidders may also send their bids in accordance with the provisions of Article 27 via a registered letter, provided that they are received by the University by the tender time specified in the announcement. If a bidder is not present at the commission, their offer received by mail is considered their final offer.

(2) At the pre-determined tender time, the chairperson of the commission examines the documents of the bidders and whether they have provided a provisional guarantee, and announces those to participate in the bid. A resolution is then reached to return the documentation and the guarantees of those unable to participate. These transactions are reported before the bidders. Following the reporting procedure, non-qualifying bidders are asked to leave. Other bidders are invited to first sign the specifications and then state their bids in turn. The bids to be made are written on the auction - reduction sheet and signed by the bidders.

(3) After the first offers are determined as such, the chairperson of the commission has the mailed offers read, if any, and ensures that these offers are also written on the auction - reduction sheet. Then, bidders continue to make offers in turn. Withdrawing bidders are mentioned as such on the auction - reduction sheet, and they provide their signatures accordingly. When such bidders refuse to sign accordingly, the situation is also mentioned. Withdrawing bidders may not make new offers. If it becomes clear that the auctions/ reductions are to prolong the tender process, the bidders are requested to submit their final offers in writing before the commission. In this case, withdrawing bidders may not submit their final offers in writing.

**Bargaining**

**ARTICLE 37** – (1) Bargaining may be possible in the following cases:

a) No bids available as a result of open-bid or closed-bid tenders.

b) Tenders are for the sales of perishables, goods that are hazardous to store, or goods with high storage costs for their current or future values.

(2) In bargaining tenders, at least two bidders are invited and asked to submit their price offers in writing. In addition, the tender commission interviews each bidder. At the end of these negotiations, the tender commission requests the final price offers from each bidder. The tender concludes with the final price offers.

(3) The manner in which the bargaining was undertaken, what offers were made, and the reasons why the winners were chosen are indicated in the bargaining resolution.

(4) In barter transactions of immovable properties, the value determinations in the valuation reports prepared by real estate valuation companies licensed by the Capital Markets Board (CMB) in accordance with the CMB legislation and without any restrictions constitute the basis. In this case, there may be a maximum difference of 10% between the values of the real estate subject to barter.

**Determining the best price**

**ARTICLE 38** – (1) In the tenders related to the sales of the goods and services of; sales, rentals, and barters of, and limited real right establishment efforts regarding the immovable properties of the University, a contract is signed with the bidder offering the best price.

(2) In auctions, the best price is the highest of the prices offered, not less than the estimated price.

(3) In reductions, the appropriate price is the one deemed worthy of preference, provided that it does not exceed the estimated price. The reasons showing that the preference is in favor of the University are stated in the resolution.

(4) In tenders made with closed bids, the best price is the one deemed worthy of preference, not less than the estimated price. The reasons for preference are stated in the resolutions.

(5) The criteria to apply regarding the best price, and the maximum discount amount, or rates, to be accepted in reductions; as well as the nature, type and quantity of the task at hand, unit prices, payment time and other matters related to the technical and financial competence of the bidder are determined in the tender document.

**Provisional guarantee**

**ARTICLE 39** – (1) A provisional guarantee is collected from the bidders, not exceeding 6% of the estimated price. It is not an obligation to obtain a provisional guarantee, provided that it is stated accordingly in the tender document.

**Tender finalization and approval**

**ARTICLE 40** – (1) Decisions taken by tender commissions are signed with the full names, and main duties of the commission chairperson and members. In the decisions, the names and addresses of the bidders, the prices offered, the tender date and the bidder awarded, the reasoning, and the reasons for the annulment or cancellation of the tender, if any, are stated.

(2) The tender authority approves or annuls the tender resolution and clearly states the reason within five business days following the resolution date.

(3) The approval of the resolution validates the tender; whereas its annulment annuls the tender, as well.

(4) The tender result is notified to all bidders, including those who were awarded the tender, within three business days at the latest following the day the tender decision is approved by the tender authority. In tender result notifications, the reasons why certain bids were not evaluated or were not deemed to qualify are also included. If the tender decision is canceled by the tender authority, the bidders are notified accordingly, with the reasons.

(5) The contract may not be signed until three business days have passed since the notification of the tender result to all bidders.

(6) The bidder who awarded the tender is notified within three business days from the day following the end of the period specified in Paragraph Five, to sign the contract by providing a final guarantee within ten business days following the notification date.

**Final guarantee**

**ARTICLE 41** – (1) In order to ensure that the commitment is fulfilled in accordance with the provisions of the contract and specifications, a final guarantee not to exceed 6% of the tender price is obtained from the winning bidder before the contract is finalized. It is not an obligation to obtain a provisional guarantee, provided that it is stated accordingly in the tender document.

(2) If the bidder awarded the tender does not comply with this obligation, the tender is annulled and the provisional guarantee is kept as income, without the requirement for an objection or a resolution.

**Duties and responsibilities of contracting parties**

**ARTICLE 42** – (1) The winning bidder is required to sign the contract by depositing the final guarantee. The provisional guarantee is refunded immediately after the contract is signed. If these obligations are not complied with, the bid guarantee of the bidder awarded the tender shall be kept as income, without the requirement for an objection or a final verdict. In this case, the University may sign a contract with the second most economically-advantageous bidder in accordance with the principles specified in these Regulations, if deemed appropriate to do so by the tender authority. However, in order to sign a contract with the bidder making the second best offer, this bidder is notified to sign the contract by providing a final guarantee within three business days following the end of the ten-day period specified in Paragraph Six, Article 40. If the second most-suitable bidder does not sign the contract, the tender guarantee of this bidder is kept as income and the tender is canceled.

(2) The University is obliged to carry out its duties regarding the conclusion of the contract within the periods specified in the first paragraph, to complete the waiver procedures in the sale of immovable properties, and to deliver the goods sold with respect to the limits and qualities specified in the specifications to the winning bidder. If the university does not fulfill this obligation, the bidder may renounce its commitment within five business days at the latest from the day following the end of the period, provided that it is notified accordingly with a ten-day notary notice. In this case, the provisional guarantee is returned and the bidder is entitled to claim the documented expenses incurred in providing the guarantee. The causing party compensates the damages.

(3) The winning bidder, provided that the tender price, the taxes, the duties, the charges and the other expenses are paid, is obliged to register the immovable property in their name within the period as per the specifications. Otherwise, no claims may be made to the University due to damage, harm, unnecessary occupation, or other reasons.

**SECTION FOUR**

**Miscellaneous and Final Provisions**

**Tender participation bans**

**ARTICLE 43** – (1) The Board of Trustees may decide to ban those engaging in prohibited acts or behaviors specified in Article 45 from participating in University tenders. Depending on the nature of their actions or behavior, these persons may be prohibited for a period from one to two years; and those having been awarded a tender, but have not made a contract in a duly manner, except in cases of force majeure, may be prohibited for a period of six months to a year from participating in the tenders of the University, including those exempted in Article 53. Such decisions are announced on the official website for the University.

(2) Those who are found to have engaged in these acts or behaviors during or after the tender shall not be allowed to participate in that tender by the University, nor shall they be allowed to participate in subsequent tenders to be held by the University until the date the prohibition decision comes into force.

**Tender cancellations**

**ARTICLE 44** – (1) The University may cancel tenders before the tender time by stating the reason, where deemed necessary or if there seem to be some incorrigible issues in the documents included in the tender/prequalification document to prevent the tender from taking place.

(2) In this case, the cancellation of the tender is immediately announced to the bidders, stating the reason for cancellation. Those having submitted their bids until the cancellation shall also be notified that the tender has been canceled. In canceled tenders, all submitted bids are deemed to have been rejected, to be returned to the bidders without being opened. Bidders may not make claims regarding any rights to the University due to the cancellation of tenders.

(3) When a tender is canceled, the tender may be held again after reviewing the reasons for cancellation.

**Prohibited acts and behaviors**

**ARTICLE 45** – (1) It is prohibited to engage in the following acts or behaviors in tenders:

a) To interfere or attempt to rig tender-related transactions through fraud, promises, threats, influence, taking advantage, agreement, extortion, bribery, or other means.

b) To make the bidders hesitate, to prevent participation, to offer or encourage a deal to the bidders, to act in manners that may affect the competition, or the tender decision.

c) To issue, use, or attempt to forge documents or false guarantees.

ç) To make more than one bid per bidder on behalf of themselves or others, directly or indirectly, in person or by proxy, in tenders.

d) Participating in the tenders when it is stated that they may not participate as per Article 14.

(2) Those who engage in these prohibited acts or behaviors are excluded from tenders. If a prohibited act or behavior is determined to have taken place after the contract is signed, the final guarantee is kept as income, and the tender is liquidated in accordance with the general provisions. The Board of Trustees of the University shall decide on the sanctions to impose on those engaging in prohibited acts or behaviors. Such decisions are announced by the University.

**Tender contracts**

**ARTICLE 46** – (1) All tenders made, except for those exempted within the scope of these Regulations, are concluded with a contract. Contracts prepared by the University are signed by the administrator holding signature authority, and the contractor. If the contractor is a joint venture, contracts are signed by all partners of the joint venture. Unless stated otherwise in the tender/prequalification document, it is not mandatory for contracts to be registered and approved by a notary. A contract may not be prepared to contrast the conditions specified in the tender/prequalification document.

**Contract transfers**

**ARTICLE 47** – (1) Contracts may be transferred to another party subject to the written permission of the University. However, transferees are required to qualify in terms of the conditions of the initial tender.

**Guarantee**

**ARTICLE 48** – (1) In the tenders to be held in accordance with these Regulations, the valuables to be accepted as collateral, other than the Turkish Currency in circulation, may be determined by the tender authority, and shown accordingly in the announcement.

**Valuables to be accepted as collateral**

**ARTICLE 49** – (1) Not limited to the elements below, the main valuables to be accepted as collateral are as follows:

a) The Turkish Currency in circulation.

b) Letters of guarantee.

c) Government Domestic Debt Securities issued by the Ministry of Treasury and Finance, and documents issued in lieu of these bonds.

(2) Letters of guarantee issued by foreign banks that are allowed to operate in Türkiye in accordance with the relevant legislation, and letters of guarantee issued by banks or private financial institutions operating in Türkiye upon the counter-guarantee of banks or similar credit institutions operating outside Türkiye are also accepted as collateral.

(3) The bonds specified in Clause (c), Paragraph One; and the documents issued in lieu of these bonds, including the interest in the nominal value, are accepted as collateral based on the sales value corresponding to the principal.

(4) The guarantees of the winning bidder and the bidder with the second most economically-advantageous bid are delivered to the accounting directorate after the tender. Guarantee payments of other bidders are returned immediately. If a contract is signed with the winning bidder, the deposit paid by the second most economically-advantageous bidder is refunded immediately after the contract is signed.

(5) Collateral elements other than letters of guarantee may not be received by tender commissions. The accounting directorates receive them.

(6) Guarantees may be replaced with other valuables that qualify as collateral, if the University accepts so.

(7) Guarantees received by the University may not be seized, and precautionary measures may not be taken.

(8) The period is specified in the provisional letters of guarantee, provided that it is at least thirty days longer than the validity period of the offers determined in accordance with Paragraph Five, Article 27. If the offer validity period is extended, the period of the provisional guarantee letters is also extended for the same period. The duration of the performance guarantee letters is determined by the University, taking into account the completion date of the task subject to the tender.

(9) Letters of guarantee issued in violation of the relevant legislation shall not be accepted.

**Objections**

**ARTICLE 50** – (1) Candidates or bidders who claim to have suffered a loss of rights or a loss, or are likely to suffer a loss due to unlawful transactions or actions during the tender process may appeal to the University within five business days from the date of termination of the tender, with the allegation that the transactions or actions regarding the tender process were unlawful.

(2) The following issues are included in such petitions:

a) The full name or the title and address of the applicant and, if any, their attorney or representative.

b) The name or the registration number of the tender.

c) The date when the situation subject to the application was realized or notified.

ç) The situation subject to the application, the reasons and the evidence on which it is based.

(3) Petitioners are obliged to attach documents proving that they are authorized to apply, and the original of the signature circular or a copy approved by the competent authorities to their objection petitions. If the candidate or bidder has these documents in their application documents or their offer envelopes, these documents are not required as an attachment to the petition.

(4) The same person may not apply for multiple tenders; and multiple people may not apply for the same tender with a single petition.

(5) The University undertakes the necessary examination upon the objection and takes a reasoned decision within ten days. Upon applications, the tender authority provides their reasoned decision on:

a) The cancellation of the tender in case a violation of the law is detected to prevent the continuation of the tender process which may not be eliminated through corrective action,

b) The corrective action in cases that may be resolved through corrections, and there is no need to interrupt the tender process,

c) The rejection of the application in cases where the application does not comply with the principles regarding time, procedure and form, if the contract has been signed in accordance with the procedure, or if illegality is not detected in the transactions subject to objection.

The objector(s), other candidates or bidders, and potential bidders are notified of the decision within three days following the decision date. Potential bidders are not notified, except in the case of applications for tenders or prequalification documents through announcements.

(6) In case of an objection made to the University, all work and procedures related to the tender shall stop. The contract may not be signed before the last notification date of the decision taken upon objection, or before the end of this period if a decision is not taken within the time limit. After the objection, the University may not sign the contract unless the tender authority approves that the tender process should continue due to urgency and public interest. This reasoned approval to continue the tender process is notified by taking into account the necessary time to ensure that the objecting bidder is informed at least seven days before the contract is signed. If the contract is signed without proper notification by the University, the tender decision and the contract are deemed null and void.

**Notification principles**

**ARTICLE 51** – (1) The following methods are used for the notifications to be made by the University to candidates, bidders and potential bidders:

a) By hand for a signature.

b) By registered letter.

c) Through electronic media.

d) By fax.

(2) Local and foreign candidates, bidders and potential bidders are required to provide a residential address in Türkiye that is suitable for notification, and a telephone and fax number for communication purposes. Otherwise, their transactions are not taken into account.

(3) In notifications made by registered letter, the date of delivery of the letter is considered the notification date. If the notification reaches the addressee before this date, the actual notification date is taken as basis. In notifications made by fax, it is a requirement to confirm that the notification was received by the addressee on the same day. Notifications made by fax are also documented, including the date and content of the notification.

(4) Notifications to be made by the University to joint ventures are made to the pilot or coordinator partner within the framework of the specified principles. However, in joint ventures where the pilot or coordinator partner is a foreign bidder, if the notification may not be made manually by signature, it shall be made to:

a) The partner with the highest share among the domestic bidders,

b) In case where multiple domestic bidders hold the highest share; to any of these bidders.

(5) Electronic media and fax may not be used for correspondence with the University by candidates, bidders, and potential bidders. However, if the University proposes that the document be sold by mail or courier, requests for document purchases may be submitted by fax or mail.

(6) The provisions of Notification Law no. 7201 dated 11/2/1959 shall apply regarding the notifications to be made in cases not hereby regulated.

**Framework agreements**

**ARTICLE 52** – (1) The University may establish framework agreements regarding the procurement of goods and services and construction works required, provided that the tender proceeds as an open tender, or exclusive to certain bidders. Framework agreements may not be used in ways that prevent, restrict, or disrupt competition.

(2) Procurement of goods, services and construction works to be provided within the scope of the framework agreement are announced in accordance with the provisions of these Regulations. The estimated amounts of required elements planned to be provided within the scope of the framework agreement are shown in the announcement.

(3) Except for the provisions regarding obtaining guarantees, a framework agreement shall be signed within the framework of the provisions in these Regulations regarding the contracting of tenders, with a duration not exceeding forty-eight months.

(4) Framework agreements may also be made with one bidder, in cases where all the conditions are determined from the beginning. In framework agreements with multiple bidders, the number of bidders to be parties to the framework agreement is stated in the tender document, provided that a sufficient number of bids meeting the required conditions are submitted, but not less than three. Except for cases where framework agreements are made with one bidder, bidders whose bids are accepted as valid as a result of the evaluation are listed in order, starting from the most economically-advantageous bid. If the number of bidders who are parties to the framework agreement falls below three, the parties shall be notified that the current framework agreement has ended.

(5) For purchases to be made within the scope of the framework agreement where all conditions are determined from the beginning, new offers may be received from the bidders, provided that they do not exceed their first offers. In cases where all the conditions are not determined from the beginning, new offers are received from the bidders, provided that no material changes are made to the conditions of the relevant framework agreement.

(6) A sufficient time is allocated to bidders to submit their offers, taking into account issues such as the complexity and originality of the task subject to tender.

(7) Bidders are required to certify that their qualifying status continues every twelve months. The framework agreements of those unable to maintain their qualifying status, and failing to submit valid bids twice despite being invited to bid shall be terminated.

(8) The framework agreement made with the bidder(s) failing to sign the relevant contract within the period specified in the tender document despite being invited to enter an individual contract is terminated, and the bidder is subjected to the provisions of Article 43.

(9) Having a framework agreement does not impose an obligation on the University regarding the procurement. The University may also provide for their requirements within the scope of the framework agreement through other procedures included in these Regulations.

**Works not subject to these Regulations**

**ARTICLE 53** - (1) The University shall not be subject to the provisions of these Regulations for purchases that include the following, and these purchases are made directly via determining the estimated price:

a) From unions established by public administrations, fixed or revolving capital institutions affiliated to these administrations, and special budget administrations,

b) From public economic enterprises and organizations with more than half of their capital belonging to the State, or to public economic enterprises or local administrations, either individually or as a whole,

c) From foundations established to strengthen the Turkish Armed Forces, and from organizations, companies and institutions with more than half of their capital belonging to such foundations,

ç) From partnerships and unions belonging to them, holding a legal entity established by special laws, which purchase, process, evaluate, improve and sell the products of their partners or non-partners in cases stipulated by law, and provide tools and equipment for production requirements,

d) Organizations with a legal personality established by special laws, having been assigned public duties,

e) From commercial enterprises to which the entire capital of the university belongs,

f) For digital and printed database subscriptions related to education and training activities.

(2) The provisions of these Regulations do not apply to the sales by the economic enterprises of the University, and the sales of services produced during education and training activities, such as health application and research centers.

**Procurement of goods and services within the scope of research and development funds**

**ARTICLE 54** – (1) Procurement of goods and services within the scope of the funds provided by public institutions and organizations and international organizations for research and development projects is undertaken as per the procedure to be determined within the framework of the protocol made with the funding institution/ organization, based on the allocation purpose and the amount of the fund, provided that it remains within the scope of activity of the University. If there are no provisions regarding the purchase of goods and services in the protocol, the provisions of these Regulations shall apply.

**Legislation to apply in case of conflicts**

**ARTICLE 55** – (1) In case of a conflict between the provisions of these Regulations, and Regulations on Foundation Higher Education Institutions, the provisions of Regulations on Foundation Higher Education Institutions shall apply.

**Effective Date**

**ARTICLE 56 -** (1) These Regulations come into effect on the date of publication.

**Execution**

**ARTICLE 57 -** (1) These Regulations are executed by the President of Atılım University.