

**ISTINYE UNIVERSITY
SENATE MEETING**

MEETING DATE	MEETING HOUR	SESSION NO
16/11/2018	14.00	20

ISTINYE UNIVERSITY TENDER REGULATION

* AWAITING APPROVAL FROM THE COUNCIL OF HIGHER EDUCATION.

**SECTION ONE
General provisions**

Purpose and scope

ARTICLE 1 – (1) The purpose of this Regulation is to stipulate the procedures and principles to be applied for the tenders concerning purchase and sale of goods and services and transactions such as construction, buying and selling, leasing and letting on lease of real estate, barter, establishment of limited real rights etc.

Basis

ARTICLE 2 – (1) This Regulation is issued based on the article 14 of Higher Education Law no.2547, Supplementary article no.166 of Law no. 2809 on Organization of Higher Education Institutions, article no.31 of Foundation Higher Education Institutions Regulation and Foundation Higher Education Institutions Tender Regulation.

Definitions

ARTICLE 3 – (1) In this Regulation;

- a) The Applicant: refers to real and legal persons or the joint ventures established by them, that apply for prequalification,
- b) Purchase: refers to buying/leasing all kinds of goods and services with optimum price and conditions in an ideal and timely manner,
- c) Chairman: refers to the Chairperson of the Board of Trustees of Istinye University,
- d) Secretary General: refers to the Secretary General of Istinye University,
- e) Service: refers to the services in relation to repair and maintenance, handling, communication, insurance, research and development, accounting, market research and survey, legal advisory, consultancy, advertisement, printing and publishing, cleaning, catering, accommodation and distribution, convention, organization, exhibition, protection and security, professional training, photography, filming, intellectual and fine arts, computer systems and software etc.,
- f) Administration: refers to Istinye University and academic and administrative units of the University,
- g) Tender: refers to the processes that are intended for contracting purchase and sale of goods and services and works such as construction, leasing, letting on lease, barter, establishment of limited real rights etc. to a party to be designated among the bidders pursuant to the procedures and requirements stated in this Regulation and that are completed upon signing of the contract following the approval of the tender officer,
- h) Tender officer: refers to the Board of Trustees or an administrator to be designated by the Board of Trustees,
- i) Tender documents: refers to the administrative specifications including the instructions for the applicants, technical specifications including the project of the work to be contracted, the contract draft and other required documents and information,
- j) Tender procedures: refers to the tender procedures as regulated under this Regulation,
- k) Bidder: refers to real or legal persons and joint ventures that bid for the tender,
- l) Leasing: refers to the University being the lessee of the lease agreement,
- m) Letting on lease: refers to the University being the lessor of the lease agreement,
- n) Commission: refers to the commissions to be established pursuant the applicable regulations for conducting the works set forth in this Regulation,
- o) Committee: refers to the Council of Higher Education,

- p) Goods: refers to all types of supplies and movable and immovable properties and rights,
- q) Board of Trustees: refers to the Board of Trustees of Istinye University,
- r) Rector: refers to the rector of Istinye University,
- s) Sale: refers to selling/leasing all kinds of goods and services with optimum price and conditions in an ideal and timely manner,
- t) Specification: refers to the documents indicating general, specific, technical and administrative rules and procedures of the works to be done,
- u) Contract: refers to the written contract to be signed as a result of the purchase and tender processes to be carried out under this Regulation,
- v) Establishment of limited real rights: refers to the property rights apart from ownership as mentioned in Turkish Civil Code,
- w) Barter: refers to the transactions in relation to barter, as set forth in the Code of Obligations,
- x) University: refers to Istinye University,
- y) Approximate cost: refers to the predicted cost of the works subject to the tender and the estimated cost for construction works,
- z) Construction: refers to all types of construction works and relevant installation, manufacturing, warehousing, carriage, completion, repair, restoration, environmental planning, drilling, demolition, reinforcement and assembly works and similar construction works,
- 1) Competence certificate: refers to the official documents to be requested from the bidders when necessary, evidencing their professional competence and financial capability in the work subjecting to the tender or any other documents to be submitted to the relevant commission,
- 2) Contractor: refers to the bidder that is awarded and signs the contract as the counterparty.

Fundamental principles

ARTICLE 4 – (1) For the tenders to be made pursuant to this Regulation; necessary precautions shall be taken in order to ensure transparency, competition, equal treatment, reliability, confidentiality, public scrutiny, satisfaction of needs under favorable terms and in a timely manner and efficient use of resources.

(2) Compliance with article 28 of Foundation Higher Education Institutions shall be ensured for the tenders to be made pursuant to this Regulation.

(3) Purchase of goods and/or services and construction works should not be the subject of the same tender unless they are reasonably and inherently interdependent, except tenders for turn key construction projects.

(4) The works subjecting to the tender cannot be divided into sections with the intention of going below the limits specified in this Procedures and Principles.

(5) Other purchasing principles to be followed for the tenders to be made pursuant to this Regulation are as follows:

a) If required, new items can be created in the budget and funds can be transferred from one budget item to another, based on the proposal of the Secretary General and the decision of the Board of Trustees.

b) It is essential to purchase goods and services with the best possible conditions and from primary providers, if possible.

c) For purchases of goods and services; the most appropriate offer with not only the lowest price but also bearing the required quality, the optimum price and payment conditions and the conditions of delivery and maintenance at required time should be preferred.

d) When identifying short and long term needs of the University, necessary measures should be taken in order to ensure continuation of education services without any disruption but also to avoid excessive inventory.

e) The purchasing operations are conducted under the authority and responsibility of the unit manager in charge of purchasing. Circumstances that may arise in the University and may lead to pecuniary and non-pecuniary damages and disrupt the education if not responded immediately and unexpected events as a consequence of technical or natural disasters are regarded as emergencies. Purchasing and Tender Commission has the discretionary power in case of emergencies and following the purchasing procedures shall not be required for purchases with respect to emergency situations.

f) Administrative and technical specifications are issued for tenders to set forth overall particularities of the subject matter work. Technical criteria of the subject matter work are incorporated into the technical specifications as part of the tender documents. The technical criteria should be determined in a way to provide efficiency and functionality and to ensure equal opportunities for all bidders, without any non-compete clauses.

g) For imports; purchasing conditions such as mode, terms and time of delivery, assembly, maintenance, payment method etc. are determined and then supplier companies are requested to send their offers or proforma invoices in line with those conditions.

h) Purchasing requests that are not submitted in due form, not described explicitly and clearly or not approved as required shall not be processed.

i) All types of consumables can be purchased in bulks weekly, monthly or annual basis, subject to bulk purchase decisions. When purchasing in bulks, it is possible to make purchase in excess of the quantity required for the relevant period, taking into consideration the available stock and average consumption levels of the item to be purchased. These transactions are carried out in line with the authorizations set forth under the purchasing procedure.

Qualification requirements for participating in the tender

ARTICLE 5 – (1) The bidders to participate in the tender are required to submit necessary information and documents in order to assess their economic and financial capability and professional and technical competence, pursuant to the fundamental principles as set forth under the article 4 of this Regulation.

Estimated/predicted price

ARTICLE 6 – (1) The Price Estimation/Prediction Commission either determines by itself the estimated/predicted price of the subject matter works of the tender to be conducted in accordance with this Regulation or have it determined by a third party.

(2) The Commission may seek advice of bodies such as municipalities, chambers of commerce, chambers of industry, stock exchange etc and of experts concerning such cost or prices to be used for calculation of such cost, if required depending on the nature of the work. Valuations in the value assessment reports to be issued in accordance with Capital Market Board (CMB) regulations by real estate valuation companies that are certified by CMB shall be taken as the basis when determining the estimated/predicted price for buying, selling, leasing, letting on lease and barter of real estates and establishment of limited property rights. The estimated/predicted price is indicated in a calculation report including also relevant supporting evidence and this report is retained within the tender documents. Tender commissions may have this cost verified when required. On the other hand, if there are any unit prices available that are determined by relevant authorities for construction works pursuant to their statutory powers, then these prices can be applied for such works.

(3) Estimated/predicted price should not be included in the calls for tender and prequalification notices. It shall not be disclosed to the bidders and any other person that has no official connection with the tender process.

Commissions

ARTICLE 7 – (1) The tender officer designates commissions to be set up by participation of minimum two people, provided that they are subject matter experts for the work to be contracted, and to be chaired by an academic or administrative staff member of the University. It is mandatory to establish a tender commission for carrying out the operations during the tender process and an inspection and acceptance commission for inspection and acceptance works.

(2) In addition, adequate number of staff members and experts may be assigned to provide assistance to the commissions, provided that they do not participate in decision-making process for the tenders.

(3) The commissions hold their meetings by participation of all members. Commission decisions are based on the majority vote rule. In case of equality in votes, the chairperson's vote shall be considered as the deciding vote. Abstention from voting is not allowed. Negative voters should indicate their rationale for negative voting and put their signature under the decision. The chairperson and the members of the commission are accountable for their votes and decisions.

The principles concerning purchases for academic purposes

ARTICLE 8 – (1) The following should be taken into consideration when planning the purchase of any class, workshop and laboratory equipment such as computer, software, hardware etc., within the context of educational and/or research infrastructure to be established by academic units:

- a) Alignment with the strategy of the University,
- b) Considering whether planned or completed investments already meet such needs or not,
- c) Identifying items that can be used in common,
- d) Planning infrastructural, educational and auxiliary needs in cooperation with other units,
- e) Paying attention to use external resources for research projects,
- f) The purchasing request forms to include identified need and its basic technical specifications, without any indication of and/reference to a particular brand.

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Purchasing requests

ARTICLE 9 – (1) All units should complete a purchasing request form to describe the content of the products or services that they request to be purchased and all particularities of the underlying need and submit it to the office of Secretary General following the management hierarchy. All requests received are reviewed separately or jointly and in the meantime, stock levels, alignment with the budget and allocation are also checked. If deemed necessary, the officers of the requesting units may be asked to revise the request and complement the missing information, if any, by following the management hierarchy.

(2) The authorized manager approves the requests that are considered appropriate. When giving his/her approval, the approving authority also determines the purchasing procedure for the purchase to be made or delegates this authority to the purchasing and tender commission. The approved requests are submitted to the purchasing unit manager for them to be discussed at the purchasing and tender commission. The purchasing unit manager provides administrative and technical specifications, price offers and other documents pursuant to the determined procedure and submits them to the purchasing and tender commission. Purchasing transactions are carried out by the purchasing unit manager in accordance with the decision of the purchasing and tender commission.

Item 1.

Required information to be included in the purchasing request form

ARTICLE 10 – (1) The purchasing request form should include the following information:

a) At the requesting unit section; the name of the requesting unit and the signature of the relevant administrative unit manager for administrative units and for academic units on the other hand, the signature of the dean for faculties, institute manager for institutes, school headmaster for schools and headmaster of vocational school for vocational schools, as the unit administrator.

b) The date of the document.

c) The context, nature and reason of the need.

In case of a countable/measurable request, its quantity/amount.

d) Its estimated cost.

e) Other explanations, if required.

f) The signature of the Rector and/or the Secretary General at the approval section.

Timeframe for requests concerning service procurement

ARTICLE 11 – (1) Requests for service procurements should be sent in written form by the relevant unit not later than 30 (thirty) days before the required date for procurement. However, this period may be applied shorter based on the approval of the relevant authority. The unit requesting the service should monitor the performance of the service that is ordered pursuant to purchasing procedures and principles.

Tender processing file

ARTICLE 12 – (1) A process file is created for each work to be subject of a tender. This file includes the approval certificate from the tender officer and the calculation sheet for the estimated price at its attachment and all documents in relation to the tender process such as tender document, texts of call for tender, the applications or offers and other documents to be submitted by the applicants or bidders, minutes and decisions of the tender commission.

Approval certificate

ARTICLE 13 – (1) An approval certificate is issued for each work to be subject of a tender. The approval certificate includes the type, nature, quantity, project number if any and estimated/predicted price of the subject matter work, available amount of allocation, conditions of advance payment if any, the procedure to be followed for the tender, the text of the call for tender and the amount of the bid security. The approval certificate should also indicate the cost of the specifications and its annexes.

(2) The tender process starts once the tender officer signs off the approval certificate and it ends by signing of the contract between the parties or cancellation of the tender.

Call for Tender

ARTICLE 14 – (1) A call for tender should be made before initiating a tender. The tender officer determines a reasonable timeframe between the date of the call for tender and the tender date depending on the tender procedure and the nature of the work to enable all bidders to prepare their offers. Such timeframe cannot be shorter than 7 days.

(2) The calls for tenders are released in the local newspapers published in the location of the tender and at the official website of the University in a separate section for the calls for tender, so as to ensure publicity. The calls for tender published in the website shall remain available at the website until the bid submission deadline. Purchasing through direct supply does not require any call for tender.

(3) The calls for tender should include the following information:

- a) The nature, place and quantity of the work to be contracted.
- b) The place and conditions to obtain the specifications and its annexes.
- c) The place, date and time of the tender and the applicable procedure.
- d) The amount of the bid security.
- e) The documents required from the bidders.
- f) The deadline and place for submission of offers, for sealed tenders.

(4) In case of failure to make a call for tender in accordance with the provisions of this article, it shall be deemed invalid. Therefore, the tender cannot be made without repeating the call for tender. If the invalidity of the calls are discovered after the tender has been completed, then the tender or the contract should be terminated.

(5) A call for tender should not be made without issuing tender / prequalification documents.

(6) The tender / prequalification documents cannot be amended after the call for tender was made.

(7) A call for tender should not include any aspects that are not indicated in the tender / prequalification documents.

Tender / prequalification documents

ARTICLE 15 – (1) The tender document encapsulates administrative specifications including the instructions for the applicants, technical specifications including the project of the work to be contracted, the contract draft and other required documents and information. The prequalification document, on the other hand, incorporates required qualifications for the applicants, prequalification criteria and other necessary documents and information.

(2) The tender and prequalification documents can be viewed at the University without any charge. However, the bidders who want to participate in the prequalification or the tender should but these documents. The document charge shall be paid only to the bank account mentioned in the call for tender, with a note to indicate the name and title of the bidder, the name of the tender and its number, if any.

Ineligible bidders

ARTICLE 16 – (1) The following parties are not allowed to act as a bidder in the tenders within the scope of this Regulation directly or indirectly or as a subcontractor on their own behalf or on behalf of others:

a) Those that are assigned to arrange, conduct, finalize and monitor the works and processes under this Regulation.

b) Those that are prohibited from participating in public tenders temporarily or permanently by foundation higher education institutions or by a court order pursuant to Public Tender Law no.4734 dated 04/01/2002 and the provisions of this Regulation as well as of other laws and those that are convicted of crimes within the scope of Anti-terror Law No. 3713 dated 12/04/1991 or of organized crimes or of bribery to public officers in their own country or in a foreign country.

c) Those that are decided to have involved in a fraudulent bankruptcy by relevant authorities.

d) Those that refrained from concluding a contract in due form although they had been awarded a contract by the university in the past, those that decline their undertaking after the contract was drawn up and those that are identified to have failed to fulfill their undertaking in accordance with the provisions of the contract and the specifications due to reasons other than force majeure.

(2) The contractors who provide advisory services for the subject matter work of the tender are not allowed to participate in the tender for that work. Similarly, the contractors of the subject matter work of a tender cannot participate in the tenders for advisory services in relation to that work.

(3) The prohibitions listed in the first and second sub-articles also apply to the companies associated with those prohibited persons in terms of shareholding and management and the subsidiaries of aforementioned companies, excluding the partners of those prohibited persons, the joint stock companies where those prohibited persons hold less than 10% of the shares and the companies where the University is the controlling shareholder pursuant to Turkish Commercial Code no. 6102 dated 13/01/2011.

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(4) The bidders who participate in the tender despite the prohibitions under this article shall be disqualified from the tender. The amount of their bid securities shall be recorded as revenue. In addition, if any of such bidders are awarded a contract due to a failure to identify their prohibited status during the evaluation of the offers, the amount their relevant tender guarantee shall be recorded as revenue and the tender shall be terminated.

Specifications

ARTICLE 17 – (1) The specifications concerning the purchases are sent to the purchasing unit manager, taking into consideration the provisions of this Regulation and other applicable regulations.

(2) The specifications should include all types of administrative aspects and technicalities of the works subjecting to the purchase. The specifications also incorporate specific and technical requirements to be stipulated depending on the nature of the work as well as supplementary clauses.

(3) There are two types of specifications, one being administrative and the other one is technical. Depending on the nature of the work, those specifications can either be combined or issued separately. The first of these;

a) Administrative specification: is issued by the requesting unit manager and purchasing unit manager, in order to inform the bidders about the administrative procedure for the work to be undertaken. All or some part of the following considerations and other supplementary clauses are included in the administrative specifications in an order as deemed appropriate, depending on the nature of the work. These considerations are:

- 1) The nature, type and quantity of the work to be contracted or the goods to be purchased and the scope of the work, any involvement of subcontractors for the construction works.
- 2) The form and deadline of the offer.
- 3) Any requirement to submit a security, applicable rate and scope for the security if any, recording it as a revenue if the contractor evades the contract.
- 4) Option period.
- 5) Duration of the work.
- 6) Terms and place of payment.
- 7) Terms and date of delivery and the relevant procedures.
- 8) The party liable and the method to pay the taxes, fees and other charges.
- 9) Required qualifications for tenders that necessitate customs procedure.
- 10) Qualification requirements for the tender and ineligible bidders.
- 11) The right of the University to make any purchase or not and to award the contract to any party it deems appropriate, the suspension or cancellation of the work and the order.
- 12) The applicable procedure for the purchase.
- 13) Penalty clauses for delay and other issues.
- 14) Default interest and its coverage by the security when required.
- 15) Resolution of dispute and governing jurisdiction.
- 16) Other required conditions and documents.

b) Technical specification: It is the specification that incorporates technical instructions and conditions required to perform the work in line with the requirements and it is prepared jointly by the requesting unit manager and the purchasing unit manager. The following exhaustive technical instructions in the purchasing request form or petition to be prepared may also be considered as a technical specification depending on the urgency and nature of the work:

- 1) The scope, nature and method of the work.
- 2) Guarantee.
- 3) Terms of delivery (timeframe, place and mode).
- 4) Estimated cost.
- 5) The period and applicable fees for maintenance, servicing and assembly.
- 6) The price list of spare parts, if required due to the nature of the service/product.
- 7) For the construction works where early completion of work will be considered beneficial; the amount, conditions and payment method of early completion premium if any, provided that it shall not exceed 3% of the total contract price.
- 8) Any other explanations that are deemed important with respect to the nature of the work.

Subcontractors

ARTICLE 18 – (1) If required due to the nature of the work to be contracted, the bidders may be asked at the tender phase to indicate the works for which they consider to engage subcontractors and to submit the list of the subcontractors to the approval of the University before signing the contract. However, when this is the case, the liability of the subcontractors for the works they perform shall not abolish the liability of the contractor.

SECTION TWO

Purchase of Goods and Services, Acquisition of Limited Property Rights, Leasing and Construction Works

Tender procedures

ARTICLE 19 – (1) One of the following tender procedures, namely open tender, tender to predetermined bidders or negotiated tendering may be applied to the tenders to be conducted by the University for purchase of goods and services and contracting of the construction works.

(2) It is essential to implement an open tender procedure for the tenders in relation to purchase of goods and services and construction works.

(3) The total amount of the purchase of goods and services and the construction works to be contracted by way of negotiated tender procedure, as stipulated under clause (c) of the first sub-article of article 22, and direct supply procedure, as regulated under clause (d) of the first sub-article of article 23, shall not exceed 10% of the total budget expenditures for the relevant year. Such limit may be increased up to 15%, if it is considered to generate favorable results for the University, based on the justified decision of the Board of Trustees.

Open tender procedure

ARTICLE 20 – (1) The open tender procedure refers to the procedure where all bidders are allowed to bid for the tender.

Procedure of tender restricted to predetermined bidders

ARTICLE 21 – (1) The procedure of tender restricted to predetermined bidders refers to the procedure where only the bidders who are invited by the University based on the Prequalification assessment, may bid for the tender. This procedure may be applied to tenders concerning the purchase of goods and services and the construction works where open tender procedure is not applicable due to the fact that the nature of the works requires expertise and/or advanced technology.

(2) The prequalification criteria and conditions to be determined in order to evaluate financial and technical capacities of the applicants shall be indicated in the prequalification notice to be made at least seven days before the application deadline.

(3) A certain number of bidders to be included in the list based on their ranking among the prequalified bidders according to the criteria mentioned in the document or all prequalified bidders may be invited to bid for the tender, provided that this is already been indicated in the prequalification notice and document. Those who are not invited to bid for the tender are informed in written form about the reason for not being invited. The tender should be cancelled if the number of the bidders to be invited to the tender is less than three or the number of bidders who bid for the tenders is less than two.

(4) All documents required as a condition to participate in the prequalification process shall be prepared in accordance with the principles and procedures stipulated under the first and second paragraphs of article 24 and they shall be submitted to the relevant unit of the University.

Negotiated tender procedure

ARTICLE 22 – (1) Negotiated tender procedure may be applied in case of the following:

a) When a tender, where open tender procedure or procedure of tender restricted to predetermined bidders is applied, results in no bidding.

b) When it becomes compulsory to make the tender without any delay due to force majeure such as natural disasters, epidemics, etc. or arising of unexpected and unforeseeable events such as loss of life and property hazard.

c) When estimated/predicted price of the purchase of goods and services and the construction works does not exceed an amount that is equivalent to four hundred thousand Turkish Liras to be calculated by adjusting the total expenditures of the previous financial year based on CPI rate each year.

d) Buying, leasing and establishing limited property rights etc. on movable and immovable properties which have only one supplier and are not procurable via any other tender procedure due to their unique usage and their specific benefit to the University.

(2) Negotiated tender procedure does not require any call for tender. When there is no call for tender and except the cases mentioned in the clause (d) of the first sub-article, minimum three bidders are invited and requested to submit their qualification documents and price offers in written form. The tender commission also negotiates with each bidder. Following the negotiations, the tender commission obtains the final price offers of each bidder in written form to be the basis of the tender decision and the tender is concluded accordingly. The negotiation decision indicates the way of negotiation, the offers submitted and the reason to select the party who is awarded. Drawing up a contract and requirement of performance security is not obligatory for the purchase of goods under this sub-article.

(3) For the tenders to be made in accordance with the clauses (a) and (c) of the first paragraph; the bidders, that are found qualified according to the assessment criteria mentioned in the tender documents, submit their initial offers without any price quotation in the first place, concerning the matters such as the technicalities and execution methodology of the subject matter work. The tender commission negotiates with each bidder with respect to the methods and solutions that may satisfy the needs of the Authority in an optimum way. Following these negotiations, the tender commission obtains the final price offers of each bidder in written form to be the basis of the contract award decision, provided that these final prices offers are not higher than the initial ones, and the tender is concluded accordingly.

(4) If there is any market value available that is appraised or established by the competent authorities or courts for the works to be conducted pursuant to the clause (d) of the first sub-article, then this value shall be regarded as the estimated/predicted price. Otherwise, the negotiations are made on the basis of the estimated/predicted price to be determined pursuant to the articles 6 and 7. The estimated/predicted price is not disclosed during the negotiations.

Direct supply

ARTICLE 23 – (1) The direct supply procedure may be applied with any call for tender and security requirement, in case of the following:

- a) When it is understood that the need can be met only by a single real or legal person,
- b) When purchasing goods and services, that are mandatory to ensure alignment and standardization with the existing properties, equipment, technology or services, from the original real or legal person supplier based on the contracts that do not exceed 20% of the original contract price and that shall be drawn up based on the original contract with a maximum duration of three years.
- c) Procurement of medicine, vaccines, serums, anti-serums, blood and blood components that are not economic to stock due to their nature and the requirement to use them in a certain period of time and procurement of medical consumables and consumables for medical tests and examinations such as orthosis and prosthesis that are patient specific and should be selected for the patient at the time of application.
- d) When estimated/predicted price of the purchase of goods and services, tariff-based purchases and travel purchases does not exceed an amount that is equivalent to two hundred thousand Turkish Liras to be calculated by adjusting the total expenditures of the previous financial year based on CPI rate.

(2) For the purchases to be made pursuant to this article, a person or persons to be designated by the tender officer shall make a price survey in the market and prepare a report accordingly and the required goods and services shall be procured without any requirement to establish the commissions under the article 7 and to require the qualifications mentioned under the article 5.

(3) The principles for the direct supply procedure are:

a) This procedure apply to the procurement from any supplier of goods and services such as publications, retail food and beverage, flowers, urgently needed paper and stationery, cleaning materials, toner/cartridge and similar consumables for printer and copier machines, maintenance, repair, consultancy, training, curriculum development, software, research, etude, photography, filming, mapping, surveys, advertising and promotion, announcements, translation etc.

b) Following the completion of the approval process for the purchasing request, the purchasing unit manager makes the relevant purchase directly.

c) Direct supply procedure may also be applied when the purchase of a product or service and repair work should be completed in a short period of time or in case of purchasing goods and services that are subject to price rigidity or sold by a distributor.

d) No purchasing decision is required for urgent and compulsory affairs such as electricity, water, natural gas, transportation and communication that are subject to subscription agreements or price tariffs and all types of items that are manufactured, repaired, provided and distributed under the monopoly of a single person or entity. Payments for such purchases are made subject to the approval of the financial affairs unit manager.

Preparation, submission and receipt of offers

ARTICLE 24 – (1) All documents required to bid in the tender including the offer letter and bid security are enclosed in an envelope. The full name or business name and the explicit notification address of the bidder, the relevant work and the explicit address of the University are written on the envelope. The bidder signs and seals the adhered area of the envelope. The offer letters are submitted in written and signed form. The offer letter should indicate that the tender / prequalification document has been read over and accepted, the bid price should be written in the offer letter precisely and consistently in figures and words, there should not be any scratch, erasure or correction on the offer letter and the offer letter should be signed by the bidder or the relevant officials of the bidder by means of writing his/her full name or its business name.

(2) Depending on the various categories and the description of the goods/services to be purchased, one of the methods set forth in the article 33 is applied for collecting the bids.

(3) One or more suppliers are requested to bid for the price of the goods/services required. The approving authority may make a decision on non-necessity of collecting multiple bids, on the grounds that there are limited number of suppliers in the market for the goods/services required, the lead time is shorter or the goods or services to be purchased involve specialty.

(4) All goods/services for regular consumption may remain to be purchased from the same suppliers, unless there is a change in the quality and conditions.

(5) Previously worked or tried suppliers are given priority when collecting price offers for the required goods/services.

(6) The offers are submitted to the University until the tender time indicated in the tender / prequalification document and in return for receipts bearing serial numbers. The offers submitted after that time are declined and returned without opening them. The offers may also be sent via certified mail. The offers to be sent via mail service should be delivered until the tender time (deadline) indicated in the tender / prequalification document. The time of receipt for the offers that cannot be processed due to the delay in the mail service is captured in a record.

(7) The offers that are submitted cannot be withdrawn or changed under any circumstances.

(8) Offer validity duration is indicated in the tender / prequalification document.

(9) The offer letter and all documents required to be qualifiable for bidding in the tender may be submitted via electronic media, for the purchases to be made using negotiated tender and direct supply procedures.

(10) Dedicated electronic procurement platforms, where the qualified bidders are granted access to and enabled to submit their offers electronically, may be formed or a subscription to such available platforms may be made, based on the decision of the Board of Trustees.

Bid security

ARTICLE 25 – (1) The bidders are required to provide a bid security in an amount not to be less than 3% and more than 6% of the bid price. The bid security may not be required, provided that this is indicated in the tender document.

Evaluation of offers

ARTICLE 26 – (1) The tender commission records in a report the number of the offers submitted until the deadline hour indicated in the tender / prequalification document, declares it to those present and immediately starts the tender. The tender commission evaluates the offer envelopes in the order of receipt. The envelopes, that are incompatible with the first clause of the article 24, are excluded from the evaluation after being recorded in a report. The envelopes are opened in the order of receipt in front of the bidders and those present.

(2) The tender commission examines whether there are any missing documents among the ones submitted by the bidders and whether their offer letters and bid securities are in due form. The bidders with missing documents or undue offer letter and bid security are recorded in a report. The bidders and their offers and the estimated/predicted price are announced. The report to be issued for these procedures are signed by the tender commission. At this stage; no decision is made to decline or accept any offer, the documents incorporated in the offers cannot be corrected and supplemented. Then, the tender commission ends the session in order to evaluate the offers without any delay.

(3) During the first session, the decision for disqualification of the offers submitted by the bidders that are identified to have missing documents or to have submitted an offer letter and bid security in undue form pursuant to the first and second paragraphs of this article should made in the first place.

On the other hand, in case of some missing information in the documents, the relevant bidders are required in written form to complement those missing information within the timeframe to be determined by the University, provided that such information do not lead to a change in the essence of the offer. The bidders who failed to provide the missing information in a timely manner shall be disqualified and the amount of their bid securities shall be recorded as revenue.

(4) Upon completion of such initial evaluation and procedures, the tender commission continues with the overall evaluation of the offers submitted by the bidders whose documents are complete and offer letters and bid security are in due form. At this stage, an evaluation is made so as to determine whether the bidders meet the qualification criteria with respect to their capacity to complete the subject matter work and whether their offers comply with the requirements under the tender / prequalification document. The offers of unqualified bidders shall be excluded from the evaluation.

(5) After evaluation of the offers submitted, the tender commission identifies extremely low price offers compared to other offers or the estimated/predicted price determined by the University. Before declining such offers, the tender commission requires those bidders to provide the relevant details of the components in such offers that it considers of importance. Following this evaluation, the offers of the bidders who failed to provide sufficient explanation or any written explanation shall be declined.

Conclusion and approval of the tender

ARTICLE 27 – (1) In consideration of the evaluation made pursuant to the article 26, the bidder submitting economically most advantageous offer is awarded.

(2) Economically most advantageous offer is determined on the basis of price only or by taking into consideration not only the price but also the elements apart from the price such as operational and maintenance cost, cost efficiency, performance, quality and technical values. For the tenders where economically most advantageous offer is determined by taking into consideration the elements other than the price, the monetary values of such elements or their proportional weights are indicated in the tender / prequalification document.

(3) For the tenders where economically most advantageous offer is determined according to the lowest price; if multiple bidders offer the same price and their offers are also found to be also economically most advantageous, then economically most advantageous offer is determined by taking into consideration the elements other than the price as mentioned in the second paragraph and the tender is concluded accordingly.

(4) The tender commission makes its justified award decision and submits it to the approval of the tender officer. The full names or business names of the bidders, the price offers, the date of the tender, the reasons to award a certain bidder and the reasons for not awarding, if it is the case, should be indicated in the decisions.

(5) The tender officers either approves the award decision or cancels it by indicating the underlying reason in an explicit manner, not later than 5 (five) business days following the date of award decision.

(6) The contract award shall be deemed valid upon approval of the relevant decision or invalid if the decision is cancelled.

(7) The outcome of the tender is notified to all bidders, who submitted their offers during the tender, including the awarded bidder, within three days following the approval of the award decision by the tender officer at the latest. The notification of the tender outcome should include the reasons for excluding the offers from evaluation or rejecting them. The bidders should also be notified about the underlying reasons, when the award decision is cancelled by the tender officer.

(8) The Contract cannot be concluded before the end of five days following the notification of the tender outcome to all bidders.

(9) Within three days from the day following the end of the period as stipulated under the eighth paragraph, the awarded bidder is notified to provide the relevant performance security and sign the contract within ten days following the date of such notification.

Performance security

ARTICLE 28 – (1) The awarded bidder is required to provide a performance security in an amount to be calculated as 6% of the contract price at maximum before concluding the contract, in order to ensure that the bidder fulfills the obligations in accordance with the provisions of the contract and the tender / prequalification documents. The performance security may not be required, provided that this is indicated in the tender document.

The roles and responsibilities of the parties at the contract phase

ARTICLE 29 – (1) The bidder who is awarded should provide the relevant performance security and sign the contract. The bid security is returned right after signing the contract. In case of non-fulfillment of these requirements, the bid security of the awarded bidder shall be recorded as revenue, without any need to serve a protest and to obtain a court order.

In such a case, the University may sign a contract with the second most advantageous bidder in economic terms in accordance with the provisions stipulated under the Principles and Procedures, subject to the approval of the tender officer. However, a notification should be sent to the economically second most advantageous bidder in due form and within three days following the end of ten days period as indicated in the ninth paragraph of the article 27, in order to sign a contract with that bidder. If the economically second most advantageous bidder also refrains from signing the contract, then the bid security of that bidder shall also be recorded as revenue and the tender shall be cancelled.

(2) The University is liable to fulfill its own obligations concerning the conclusion of a contract within the timeframes indicated in the first paragraph of this article and in accordance with the article 27. If the University fails to fulfill this obligation, the bidder may waive their commitment by serving a notification in this respect through a notary public to be valid for ten days, not later than five business days from the day following the end of the stipulated timeframe. Under these circumstances, the bid security is returned to the bidder and the bidder is entitled to claim the documented expenses that are incurred to provide the security. Such loss should be indemnified by the causing party.

Considerations to be incorporated in the contracts

ARTICLE 30 – (1) Unless otherwise provided in the specifications, negotiations can be made with the company offering the optimum price and quality. Upon reaching an agreement, the result is notified to the relevant company within 15 (fifteen) days following the approval of the decision by the purchasing and tender commission and the company is invited to sign the contract and to provide the performance security if stipulated in the contract. The contracts should include the following considerations:

- a) The description of the goods, the scope of the service, clear elaboration of the goods / services to be procured such as works to be completed and relevant requirements.
- b) The price of the goods/services to be procured, the payment schedule and the security, if required.
- c) Duration and termination clauses and conditions for cashing the security.
- d) Financial obligations such as stamp duty, notary fees, etc. and insurance liabilities.
- e) Penal clauses to be applied in case of failure to execute and complete the work as required and within the stipulated timeframes and consequential rights for the contracting authority.
- f) Other necessary considerations to be encapsulated in the contract due to the nature of the work, even if not listed here

(2) For regular service procurements; if it is requested to maintain the same/existing contractor for future procurements despite the fact that the contract duration expires, the existing contract may be extended without any need to make a new purchasing request subject to the approval of the purchasing and tender commission, provided that there is no price increase other than the price increase conditions under the contract or periodic price increases. On the other hand, a new purchasing request should be made for additional service requests, based on the condition of retaining the provisions of the existing contract.

Inspection and acceptance

ARTICLE 31 – (1) The inspection and acceptance commission to be formed by the tender officer shall conduct the inspection and acceptance procedures of the goods, services, construction delivered or the work completed. The inspection and acceptance commission examines the conformity of contracted purchase of goods and services and construction works with the specifications under the tender documents. The commission issues a receipt/acceptance report with respect to the delivery of the goods or services without any defect and submits such report to the approval of the competent Authority. Upon the receipt/delivery, the financial affairs unit pays the invoice after it is approved as required, based on the payment terms that are agreed with the contractor.

Force majeure

ARTICLE 32 – (1) The events that may be considered as force majeure are specified below:

- a) Natural disasters.
- b) Lawful strike.
- c) Epidemics.
- d) Declaration of partial or general mobilization
- e) Other similar circumstances that may be determined by the University, when necessary.

In order for the contracting authority to consider abovementioned events as force majeure, including extension of time, termination of the contract ,etc.; they should not have been caused by the negligence of the contractor, they should pose a handicap to the fulfillment of the obligation, such handicap should not have the possibility to be eliminated within the capacity of the contractor, the contractor should send a written notification to the authority within 20 (twenty) days following the occurrence of force majeure event and such force majeure should be documented by the competent authorities.

SECTION THREE

Sales of Goods and Services and Sale, Rental, Barter of and Establishment of Limited Property Right on Real Estates and Similar Transactions

Tender procedures

ARTICLE 33 – (1) One among closed bidding method, open bidding method and negotiation method shall be applied for the tenders concerning the sales of goods and services by the University, the sale, rental, barter of and establishment of limited property rights on the real estates by the University.

(2) It is essential to apply either the closed bidding method which ensures confidential bidding or open bidding method in such tenders. The tender officer determines which one of these two methods shall be applied.

Closed bidding method

ARTICLE 34 – (1) The offers are submitted in written form in case of closed bidding method. The offer letter is enclosed in an envelope and then the full name and explicit notification address of the bidder is noted on the envelope. The bidder signs and seals the adhered area of the envelope. This envelope is enclosed in a second envelope together with the receipt of the bid security and other required documents. The full name and explicit notification address of the bidder and the work that the offer relates to are written on the outer envelope.

(2) The bidders should sign their offer letters, indicate on them that they have thoroughly read and accepted the specifications and their annexes and write their price offer precisely in figures and words. The offers that do not satisfy any of these conditions or that have any scratch, erasure or correction on them shall be declined and declared null and void.

(3) The offers are submitted to the University until the time indicated in the call for tender and in return for receipts bearing serial numbers. The serial numbers of the receipts are indicated on the envelope. The offers may also be sent via certified mail. In this case; the name and address of the University, the relevant work for the offer, the full name and explicit notification address of the bidder are written on the face of the envelope to be sent to the tender commission. The offers that will be sent via mail should be received by the University until the deadline hour indicated in the call for tender. The time of receipt for the offers that cannot be processed due to the delay in the mail service is captured in a record. The offers that are submitted to the tender commission cannot be withdrawn under any circumstances.

(4) When it is the time to open the offers, the number of submitted offers are indicated in a report and then the outer envelopes are opened in front of the bidders present and they are examined in terms of whether the required documents and the bid security are provided in due form and in a complete manner. The serial number of receipt on the outer envelope is also noted on the inner envelope. The inner envelopes including the offer letters of the bidders who failed to provide their documents and securities in due form and in a complete manner shall not be processed any further and returned to the bidders or their proxies along with other documents. Those bidders are not allowed to bid in the tender.

(5) Before opening the inner envelopes bearing the offer letters, those other than the eligible bidders are take out of the tender venue. Afterwards, the envelopes are opened in the order of their serial numbers, the chairperson of the commission reads the offers or have them read by another person and the offers are listed. This list is signed by the chairperson and the members of the commission. The offer letters that are incompatible with the specification or bearing other conditions or not adhering to the provision under the second paragraph shall be declined.

(6) During the overbidding tenders with closed bidding method; the bidders present at the tender session are requested to provide their final offers verbally or in writing, provided that such final offers are not less than the highest valid offer and then the tender is concluded.

Open bidding method

ARTICLE 35 – (1) In case of tenders with open bidding method, the bidders declare their offers verbally in front of the tender commission.

However; the bidders may also submit their offers to be prepared in accordance with the provisions of the article 24 by sending them via certified mail, provided that the respective mails are received by the University until the tender deadline hour in the call for tender. If the bidder is not present in front of the commission, the offer sent via e-mail shall be deemed their final and firm offer.

(2) When it is the bidding time as indicated in the call for tender, the chairperson of the commission reviews the documents of the bidders and whether they provide a bid security or not and declares the eligible bidders. The documents and securities of the ineligible bidders are decided to be returned. These procedures are recorded in a report in front of the bidders. The ineligible bidders are taken out of the tender venue, after the aforementioned report is issued. The remaining bidders are requested to sign the specifications first and then to submit their offers. The offers to be made are noted in the overbidding and underbidding paper of the tender and it is signed by the bidders.

(3) After determining the initial offers in this way, the chairperson of the commission has the mailed offers, if any, read and written in the overbidding and underbidding paper of the tender. Then, the bidders continue to make their offers one after another. The bidders that withdraw from the tender are indicated in the overbidding and underbidding paper of the tender and they sign this paper to confirm their status. If a relevant party refrains from signing, this is also indicated in the paper. The withdrawn parties are not allowed to make a new offer. If it is understood during when the offers are made that the underbidding or overbidding may prolong the process, the bidders are requested to communicate their final offers in written form in front of the commission. Those that have withdrawn from the tender cannot submit a written offer at this stage.

Negotiated tender procedure

ARTICLE 36 – (1) Negotiated tender procedure may be applied in case of the following:

- a) Lack of any offer at the end of a tender with closed or open bidding method.
- b) Sale of goods that are perishable, hazardous for storage, more costly when stored than their value or in comparison to the advantage to be generated for keeping them.
- c) Acquisition of immovables through barter.

(2) For the tenders with negotiated tender procedure, minimum three bidders are invited and requested to submit their price offers in written form. The tender commission also negotiates with each bidder. Following the negotiations, the tender commission requests each bidder to submit their final price offers to be the basis of the contract award decision. After obtaining final written price offers, the tender is concluded.

(3) The negotiation decision indicates the way of negotiation, the offers submitted and the reason to select the party who is awarded.

(4) Valuations in the value assessment reports to be issued in accordance with Capital Market Board (CMB) regulations by real estate valuation companies that are certified by CMB shall be taken as the basis for the transactions mentioned in the clause (c) of the first sub-article. In such a case, maximum 10% difference is allowed between the values of the immovables subjecting to the barter.

Determination of the optimum price

ARTICLE 37 – (1) The bidder offering the optimum price shall be contracted for the tenders concerning the sales of goods and services by the University, the sale, rental, barter of and establishment of limited property rights on the real estates by the University.

(2) The optimum price for overbidding tenders is the highest of the price offers, provided that it is not below the estimated/predicted price.

(3) The optimum price for underbidding is the preferred price offer among others, provided that it does not exceed the estimated/predicted price.

(4) The optimum price for the tenders with closed bidding method is the preferred price offer among all price offers, not to be lower than the estimated/predicted price. The reasons for preference are indicated in the award decisions.

(5) The criteria to be applied for selection of the optimum price and the maximum acceptable discount amount or rates for underbidding, the scope, description of quantity of the work, unit prices, payment schedule and other similar considerations for the technical and financial competence of the bidder are indicated in the tender document.

Bid security

ARTICLE 38 – (1) The bidders are required to provide a bid security with a maximum amount of 6% of the estimated/predicted price. The bid security may not be required, provided that there is an indication in the tender document in this respect.

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Conclusion and approval of the tender

ARTICLE 39 – (1) The decisions made by the tender commissions are signed by the chairperson and members of the commissions along with their full names and primary functions. The full names of the bidders, their addresses, their price offers, the date of the tender, the reasons to award a certain bidder and the reasons for not awarding, if it is the case, should be indicated in the decisions.

(2) The tender officers either approves the award decision or cancels it by indicating the underlying reason in an explicit manner, not later than 5 (five) business days following the date of award decision.

(3) The contract award shall be deemed valid upon approval of the relevant decision or invalid if the decision is cancelled.

(4) The outcome of the tender is notified to all bidders, who submitted their offers during the tender, including the awarded bidder, within three days following the approval of the award decision by the tender officer at the latest. The notification of the tender outcome should include the reasons for excluding the offers from evaluation or rejecting them. The bidders should also be notified about the underlying reasons, when the award decision is cancelled by the tender officer.

(5) The contract cannot be concluded before the end of three business days following the notification of the tender outcome to all bidders.

(6) Within three days from the day following the end of the period as stipulated under the fifth paragraph, the awarded bidder is notified to provide the relevant performance security and sign the contract within ten days following the date of such notification.

Performance security

ARTICLE 40 – (1) The awarded bidder is required to provide a performance security in an amount to be calculated as 6% of the contract price at maximum before concluding the contract, in order to ensure that the bidder fulfills the obligations in accordance with the provisions of the contract and the tender / prequalification documents. The performance security may not be required, provided that this is indicated in the tender document.

(2) If the awarded bidder fails to fulfill this requirement, the award shall be cancelled and the bid security shall be recorded as revenue, without any need to serve a protest and obtain a court order.

The roles and responsibilities of the parties at the contract phase

ARTICLE 41 – (1) The awarded bidder should provide the relevant performance security and sign the contract. The bid security is returned right after signing the contract. In case of non-fulfillment of these requirements, the bid security of the awarded bidder shall be recorded as revenue, without any need to serve a protest and to obtain a court order. In such a case, the University may sign a contract with the bidder making the second best price offer in accordance with the provisions stipulated under the Principles and Procedures, subject to the approval of the tender officer for that price offer. However, a notification should be sent to the bidder with the second best price offer within three days following the end of ten days period as indicated in the sixth paragraph of the article 39 and in due form as stipulated under the article 39, in order to sign a contract with that bidder. If the bidder with the second best price offer also refrains from signing the contract, then the bid security of that bidder shall also be recorded as revenue and the tender shall be cancelled.

(2) The University is liable to fulfill its own obligations concerning the conclusion of a contract within the timeframes indicated in the first paragraph of this article and to complete alienation procedures for the sale of real estates and to deliver the goods sold in accordance with the limits and qualities under the specification document to the bidder that wins the tender. If the University fails to fulfill this obligation, the bidder may waive their commitment by serving a notification in this respect through a notary public to be valid for ten days, not later than five business days from the day following the end of the stipulated timeframe. Under these circumstances, the bid security is returned to the bidder and the bidder is entitled to claim the documented expenses that are incurred to provide the security. Such loss should be indemnified by the causing party.

(3) The bidder winning the tender should register the real estates under his/her own name within the timeframe set forth in the specification, provided that he/she pays in advance the relevant price, taxes, fees, duties and other charges. Otherwise, he/she cannot make any claims against the University for any possible damage, loss, illicit occupation and other reasons.

SECTION FOUR

Miscellaneous and Final Provisions

The cancellation of the tender

ARTICLE 42 – (1) The University may cancel the tender before the bidding time by stating the underlying reason, if it deems necessary or identifies that the documents in the tender / prequalification document involve elements that prevent the tender and appear to be not rectifiable.

(2) Under such circumstance, the bidders are informed about the cancellation of the tender by a notice including the reason for cancellation. Those who already bid for the tender until that stage are also notified about the cancellation of the tender. When the tender is cancelled, all offers made shall be deemed declined and these offers shall be returned to the bidders without opening. The bidders shall have no right to make any claims from the University due to the cancellation of the tender.

(3) In case of cancellation of the tender, a new tender may be initiated after reviewing the reasons for cancellation.

Prohibited acts and conducts

ARTICLE 43 – (1) Committing following acts or conducts during tenders is prohibited.

a) To conspire or attempt to conspire to rig the bids on a tender through deceit, promise, threat, influence, providing personal gain, conspiracy, corruption, bribery or other ways.

b) To cause the bidders to hesitate, to hinder participation, to offer or prompt the bidders to a conspiracy, to act in a way to influence the competition or award decision.

c) To forge documents or securities, to use forged documents and securities or to attempt to do any of these.

d) To make multiple bids in tenders through a bidder on his/her own behalf or on behalf of others directly or indirectly, acting as principal or agent.

e) To bid in the tender, despite being considered as an ineligible bidder pursuant to the article 16.

(2) Those who commit these prohibited acts or conducts shall be disqualified from the tender. If the awarded bidder is identified to commit any prohibited act or conduct after the signing of the contract, the performance security shall be recorded as revenue and the tender shall be dissolved. The sanctions to be imposed on those who commit prohibited acts or conducts shall be further determined and announced by the Board of Trustees.

Conclusion of a contract for awarding

ARTICLE 44 – (1) For each awarding to be made under this Regulation, a contract shall be concluded. The contracts to be drawn up by the University shall be signed by an authorized signatory and the contractor. If the contractor is a joint venture, the contracts shall be signed by all partners of that joint venture. Registration or certification of the contracts by a notary public is not obligatory, unless otherwise stipulated in the tender / prequalification document. Drawing up a contract in contravention of the conditions under the tender / prequalification document is not allowed.

Assignment of contract

ARTICLE 45 – (1) The contract can be assigned to another party only upon the written permission of the University. However, the assignees shall be required to meet the qualifications of the original tender.

Security

ARTICLE 46 – (1) The tender officer may determine other acceptable currencies apart from Turkish Lira in circulation as security for the tenders to be conducted pursuant to this Regulation and those currencies are indicated in the call for tender.

Objection

ARTICLE 47 – (1) The applicants or bidders and potential bidders who claim to have incurred a loss of right or damage or who claim to have the possibility to incur a damage due to unlawful acts or actions during the tender process may raise an objection to the University with the allegation of unlawful acts or actions during the tender process, within five days from the day following the date when they become / must be aware of such acts or actions.

(2) The University carries out necessary investigations following the objection and makes a justified decision within ten days. The decision made is notified to the claimant as well as other applicants or bidders and potential bidders within three days following the date of the decision. The potential bidders shall not be notified about such decision for the cases apart from the applications concerning the call for tender and the tender or prequalification document.

(3) In case of any objection, all actions and processes of the tender shall be suspended. No contract can be signed starting from the date of final notification of the decision made upon the objection or in case of no decision in due of time, from the date following the end of such period. No contract can be signed after the objection, unless the tender officer approves that the tender processes should continue due to emergency or public interest. Such justified approval to be obtained for resuming the tender processes is notified to the objecting bidder taking into account the period of time required to ensure that such notification is served to the objecting bidder at least seven days before the signing of the contract. If the University signs the contract without duly making such notification, the contract award decision and the contract shall be deemed null and void.

The works not regulated under the provisions of this Regulation

ARTICLE 48 – (1) University is not subject to the provisions of this Regulation for the following purchases from;

- a) Public agencies and their fixed or circulating capital enterprises and the associations established by special budgeted administrations,
- b) State economic enterprises and companies where the State, state economic enterprises or local administrations own more than fifty percent of the capital solely or jointly,
- c) The foundations established for supporting Turkish Armed Forces and their subsidiary entities, companies and enterprises,
- d) The legal entity partnerships that are established by the virtue of special statutes, which buy, process, utilize, improve and sell the products of non-partners, supply manufacturing tools and equipment when stipulated by their partners or laws and the associations owned by those partnerships,
- e) The legal entity organizations that are established and dedicated to public service by virtue of special statutes,
- f) Commercial enterprises that are wholly owned by the University,
- g) and for digital and printed data base subscriptions in relation to academic activities. Such purchases shall be made directly by determining the estimated/predicted price.

(2) The provisions of this Regulation shall not be applied for the sales by the economic enterprises of the University and sales of the services generated during the academic activities such as health care applications and research center.

(3) The provisions of this Regulation shall not be applied for hiring advisors and academic and administrative staff members to be employed in the University full time basis.

The death, bankruptcy, declaration of composition, imprisonment or prohibition of the contractor

ARTICLE 49 – (1) The following shall be carried out when the contractor dies, goes bankrupt, declares composition, is sentenced to imprisonment or prohibited:

- a) In case of the contractor's death, the contract is terminated and his/her security as well as his/her other outstanding receivables are paid to his/her heirs. If anyone opts for resuming the work or the contract by providing the required security, the work or the contract may be assigned to this person based on the decision of the purchasing officer and the approval of the purchasing manager.
- b) If the contractor goes bankrupt or declares a composition, then the performance security shall be recorded as revenue for the University and the contract shall be terminated. The loss incurred due to non-completion of the work or non-fulfillment of the contract terms and engagement of another party to complete the work or conclusion of a contract with another party shall also be claimed from the contractor.
- c) When the contractor is arrested or imprisoned, the provisions of sub-clause (b) of the first paragraph under this article shall apply. On the other hand, the request of the contractor to continue the work by means of appointment of a proxy may be accepted, provided that it shall not hinder the performance under the contract and the warranties required by the University shall be provided.
- d) The performance securities of those who are identified to be prohibited from participating in the tender shall be recorded as revenue for the University and the contract shall be terminated.

The loss incurred due to non-completion of the work or non-fulfillment of the contract terms and engagement of another party to complete the work or conclusion of a contract with another party shall also be claimed from the contractor who is prohibited from participating in the tender.

Non-regulated or undetermined affairs and processes

ARTICLE 50 – (1) The Foundation Higher Education Institutions Regulation and the provisions of the relevant tender legislation shall be referred to in case of any matters not regulated under this Regulation or possible hesitations, starting from the beginning of the tender process until its completion or termination.

Effective Date

ARTICLE 51 - (1) This Regulation shall enter into force on the date of its publication.

Execution

ARTICLE 52- (1) The provisions of this Regulation shall be executed by the Rector of Istinye University.