BAHÇEŞEHİR UNIVERSITY TENDER REGULATION

CHAPTER ONE
Preliminary Provisions

Purpose and Scope

ARTICLE 1 – (1) This Regulation has been prepared to determine the procedures and principles to be applied by Bahçeşehir University, in accordance with the Regulation on Tender Procedures of Foundation Higher Education Institutions, which entered into force upon its publication in the Official Gazette dated November 16, 2018 and numbered 30597, to tenders for transactions such as the purchase and sale of goods and services, construction works, purchase and sale of immovable property, leasing, letting, exchange, and establishment of limited rights in rem, as well as to the procurement of goods/services to be carried out within the framework of funds provided by public institutions and organizations and international organizations for research and development projects.

Basis

ARTICLE 2 – (1) This Regulation has been prepared on the basis of the Higher Education Law No. 2547 dated November 4, 1981 and the Regulation on Tender Procedures of Foundation Higher Education Institutions published in the Official Gazette dated November 16, 2018 and numbered 30597.

Definitions

ARTICLE 3 – (1) In this Regulation:

a) Candidate**:** refers to natural or legal persons applying for pre-qualification or joint ventures formed by such persons,

b) Chairman: refers to the Chairman of the Board of Trustees of Bahçeşehir University,

c) Secretary General: refers to the Secretary General of Bahçeşehir University,

ç) Service: refers to maintenance and repair, transportation, landscaping and environmental maintenance, translation, communication, insurance, research and development, accounting, market research and surveys, legal services, consultancy, promotion, printing and publishing, cleaning, food preparation and distribution, accommodation, meetings, organization, exhibitions, protection and security, vocational training, photography, film, intellectual and fine arts, services related to computer systems, software services, and similar services

d) Tender: refers to the procedures carried out in accordance with the methods and conditions specified in this Regulation, whereby the purchase and sale of goods and services and works such as construction, leasing, letting, exchange, and establishment of limited rights in rem are awarded to one of the tenderers, and which are completed upon the signing of the contract following the approval of the tender authority,

e) Tender documents: refers to the administrative specifications containing instructions to tenderers, technical specifications including the project for the work to be performed, the draft contract, and other necessary documents and information relating to the subject matter of the tender,

f) Tender procedures: refers to the tender procedures regulated under this Regulation,

g) Tender authority: refers to the University Board of Trustees or the University administrator or officials designated as appropriate by the Board of Trustees,

h) Tenderer: refers to natural or legal persons and joint ventures that submit bids for the tender,

ı) Leasing: refers to the University being the lessee under a lease agreement,

i) Letting: refers to the University being the lessor under a lease agreement,

j) Goods: refers to all types of supplies purchased, as well as movable and immovable property and rights,

k) Board of Trustees: refers to the Board of Trustees of Bahçeşehir University,

l) President: refers to the President of Bahçeşehir University,

m) Travel purchases: refers to transportation, accommodation, representation/hospitality, and similar transactions for domestic/international travel exclusively related to the University's education and teaching activities,

n) Establishment of limited rights in rem: refers to the establishment of rights in rem other than ownership under the Turkish Civil Code No. 4721 dated November 22, 2001,

o) Contract: refers to the written agreement concluded within the scope of this Regulation,

ö) Specifications: refers to documents setting forth the general, specific, technical, and administrative principles and procedures for the works to be performed

p) Estimated price: refers to the price estimated in advance for the works subject to the tender,

r) Tariff-based purchases: refers to purchases that can be made according to a specific tariff, such as electricity, water, natural gas, telephone, data, and internet services,

s) Exchange: refers to the transactions specified in the provisions concerning exchange under the Turkish Code of Obligations No. 6098 dated January 11, 2011,

ş) University: refers to Bahçeşehir University,

t) Construction: refers to all types of construction works and related installation, manufacturing, preparation of materials, transportation, completion, repair, restoration, landscaping, drilling, demolition, reinforcement, and assembly works, as well as similar construction works,

u) Contractor: refers to the tenderer to whom the tender is awarded and with whom the contract is signed.

Basic Principles

ARTICLE 4 – (1) In tenders to be conducted pursuant to this Regulation, the University shall ensure transparency, competition, equal treatment, reliability, confidentiality, public oversight, the fulfillment of needs under appropriate conditions and in a timely manner, and the efficient use of resources.

(2) No tender may be conducted in a manner contrary to Article 28 of the Regulation on Foundation Higher Education Institutions published in the Official Gazette dated December 31, 2005 and numbered 26040.

(3) Except for turnkey construction tenders, procurement of goods, procurement of services, and construction works may not be tendered together unless there is an acceptable natural connection among them.

(4) Works constituting the subject matter of a tender may not be divided into parts for the purpose of remaining below the limits specified in this Regulation.

Qualification Rules for Participation in Tenders

ARTICLE 5 – (1) In accordance with the basic principles set forth in Article 4 of this Regulation, the University shall require from tenderers the information and documents necessary to determine their economic and financial standing and their professional and technical qualifications.

Estimated Price

ARTICLE 6 – (1) The estimated price for works subject to tender under this Regulation shall be determined or caused to be determined by the authorized commissions of the University. Where necessary, depending on the nature of the work, this price or the prices to be used in calculating it shall be obtained from organizations such as municipalities, chambers of commerce, chambers of industry, and commodity exchanges, or from experts. In transactions involving the purchase, sale, leasing, letting, or exchange of immovable property or the establishment of limited rights in rem, the valuations stated in valuation reports prepared by real estate appraisal companies licensed by the Capital Markets Board (CMB), in accordance with CMB legislation and without being subject to any limitation, shall be taken as the basis for determining the estimated price. The estimated price shall be recorded in a calculation report to which its supporting grounds are attached and shall be retained among the tender documents. Where necessary, this price shall be verified by the tender commissions. However, in determining the estimated price for construction works, where unit prices for such works have been determined by the relevant public institutions pursuant to authority granted by law, such unit prices shall be used. The estimated price shall not be included in tender or pre-qualification notices. It shall not be disclosed to tenderers or to other persons who have no official involvement in the tender process.

Commissions

ARTICLE 7 – (1) The tender authority shall appoint commissions to be established with one of the University officials serving as Head, with the participation of at least two persons, provided that they include an expert in the work subject to the tender. It is mandatory to establish a tender commission for carrying out the procedures within the tender process and an inspection and acceptance commission for inspection and acceptance procedures.

(2) As many personnel and experts as necessary may be assigned to assist the commissions, provided that they do not participate in tender decisions.

(3) The commissions shall convene with the full number of their members. Commission decisions shall be taken by majority vote. In the event of a tie, the side on which the Head of the Commission votes shall be deemed to constitute the majority. Abstention from decisions shall not be permitted. A member casting a dissenting vote shall state the grounds for the dissenting vote below the decision and sign it. The Head of the Commission and members of the Commission shall be responsible for their votes and decisions.

(4) The Head of the Tender Commission shall be appointed from among the commission members to conduct the tender procedures, ensure the preparation of the tender transaction file, and carry out the tender procedures before the tender authority.

Tender Transaction File

ARTICLE 8 – (1) A transaction file shall be prepared for each work to be tendered. This file shall contain all documents related to the tender process, such as the approval document obtained from the tender authority and the attached calculation sheet concerning the estimated price, the tender documents, notice texts, applications or bids and other documents submitted by candidates or tenderers, and the minutes and decisions of the tender commission.

Approval Document

ARTICLE 9 – (1) An approval document shall be prepared for each work to be tendered. The approval document shall specify the type, nature, and quantity of the work subject to the tender; the project number, if any; the estimated price; the amount of available budget; the conditions, if an advance payment is to be made; the procedure to be applied in the tender; the text of the notice; and the amount of the provisional guarantee. The approval document shall also specify the price of the specifications and their annexes.

(2) The tender process shall commence upon the approval of the tender approval document by the tender authority and shall end upon the signing of the contract by the parties or the cancellation of the tender.

Notice

ARTICLE 10 – (1) The University shall be required to publish a notice before initiating a tender. The tender authority shall determine a reasonable period between the date of the notice and the date of the tender, depending on the tender procedure and the nature of the work, to allow all tenderers sufficient time to prepare their bids. This period shall not be less than seven days.

(2) Tenders shall be announced, in a manner ensuring publicity, in local newspapers published in the place where the tender is conducted and on the University's official website, in a separate section designated for tender notices. Notices published on the website shall not be removed from the website until the time of the tender. Publication of a notice shall not be mandatory for purchases conducted through the direct procurement and negotiated procedures.

(3) The following information shall be specified in the notices:

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

b) Where and under what conditions the specifications and their annexes may be obtained,

c) Where, on what date and at what time, and under which procedure the tender will be conducted,

ç) The amount of the provisional guarantee,

d) The documents required from tenderers,

e) Where and by what date and time the bids shall be submitted.

(4) Notices that do not comply with the provisions of this Article shall be invalid. In such cases, the tender may not be conducted unless the notice is republished. If the invalidity of the notices is identified after the tender has been conducted, the tender or contract shall be terminated.

(5) No notice may be published before the tender/pre-qualification documents have been prepared.

(6) No amendments may be made to the tender/pre-qualification documents after the notice has been published.

(7) Matters not specified in the tender/pre-qualification documents may not be included in the notice.

Tender/Pre-Qualification Documents

ARTICLE 11 – (1) The tender documents shall include the administrative specifications containing instructions to tenderers, the technical specifications including the project for the work to be performed, the draft contract, and other necessary documents and information. The pre-qualification documents shall include the requirements to be met by candidates, the pre-qualification criteria, and other necessary documents and information.

(2) Natural and legal persons considering participation in tenders may review the tender and pre-qualification documents at the University free of charge. However, tenderers wishing to participate in the pre-qualification or tender shall be required to purchase these documents from the University. The price of the documents shall be determined and announced in a manner that does not exceed the printing cost or restrict competition. The price of the documents shall be deposited into the bank account specified in the notice, indicating the tenderer's name, title, the name of the tender, and its number, if any.

Persons Prohibited from Participating in Tenders

ARTICLE 12 – (1) The following persons may not participate, directly or indirectly or as subcontractors, in tenders within the scope of this Regulation, either on their own behalf or on behalf of others:

a) Persons responsible for preparing, conducting, concluding, and supervising the works and procedures within the scope of this Regulation.

b) Persons who, pursuant to the Public Procurement Law No. 4734 dated January 4, 2002, this Regulation, or the provisions of other laws, have been temporarily or permanently prohibited from participating in public tenders by foundation higher education institutions or by court decision, as well as persons convicted of offenses falling within the scope of the Anti-Terror Law No. 3713 dated April 12, 1991, organized crime offenses, or the offense of bribing public officials in their own country or in a foreign country.

c) Persons determined by the relevant authorities to have engaged in fraudulent bankruptcy.

ç) Persons who, despite having previously been awarded work by the University, refused to enter into a contract in accordance with the applicable procedures; withdrew from their commitments after the contract was signed; or were determined, except in cases of force majeure, not to have fulfilled their commitments in accordance with the provisions of the contract and specifications.

(2) Contractors providing consultancy services for the work subject to the tender may not participate in the tender for such work. Likewise, contractors for the work subject to the tender may not participate in tenders for consultancy services relating to that work.

(3) The prohibitions set forth in the first and second paragraphs shall also apply to the partners of such persons, companies with which they have partnership and management relationships, except for joint-stock companies in which their shareholding is less than 10% and companies in which the University is the controlling shareholder pursuant to the Turkish Commercial Code No. 6102 dated January 13, 2011, as well as companies in which such companies hold more than half of the capital.

(4) Tenderers who participate in a tender despite the prohibitions specified in this Article shall be excluded from the tender, and their provisional guarantees shall be recorded as revenue. Furthermore, if one of these tenderers has been awarded the tender because this situation could not be identified during the evaluation of bids, the tender shall be cancelled, and the guarantee shall be recorded as revenue.

Specifications

ARTICLE 13 – (1) Administrative and technical specifications setting forth all characteristics of the work subject to the tender shall be prepared for tenders. The technical criteria for the work subject to the tender shall be included in the technical specifications, which form part of the tender documents. The technical criteria to be determined shall be aimed at ensuring efficiency and functionality, shall not contain provisions that restrict competition, and shall ensure equal opportunities for all tenderers.

Subcontractors

ARTICLE 14 – (1) Where deemed necessary due to the nature of the work subject to the tender, tenderers may be required, at the tender stage, to specify the works they intend to have performed by subcontractors and, prior to signing the contract, to submit a list of subcontractors to the University for approval. However, in such cases, the responsibility of subcontractors for the works they perform shall not relieve the contractor of its responsibility.

CHAPTER TWO

Procurement of Goods and Services, Acquisition of Limited Rights in Rem, Leasing, and Construction Works

Tender Procedures

ARTICLE 15 – (1) One of the following procedures shall be applied to tenders for the procurement of goods and services, and construction works to be carried out by the University: open tender procedure, restricted tender procedure, or negotiated procedure.

(2) The open tender procedure shall be the principal procedure for tenders concerning the procurement of goods and services and construction works.

(3) The total amount of procurement of goods and services and construction works to be carried out through the negotiated procedure stipulated in subparagraph (c) of the first paragraph of Article 18 and through direct procurement stipulated in subparagraph (d) of the first paragraph of Article 19 may not exceed 10% of the University's total budget expenditure for the relevant year. This limit may be increased up to 15% by a reasoned decision of the Board of Trustees demonstrating that such an increase will produce results in favor of the University.

Open Tender Procedure

ARTICLE 16 – (1) The open tender procedure is a procedure under which all tenderers may submit bids.

Restricted Tender Procedure

ARTICLE 17 – (1) The restricted tender procedure is a procedure under which tenderers invited by the University as a result of a pre-qualification evaluation may submit bids. Tenders for the procurement of goods and services and construction works for which the open tender procedure cannot be applied due to the nature of the work requiring expertise and/or advanced technology may be conducted under this procedure.

(2) The pre-qualification criteria and conditions to be established for evaluating the financial and technical capacities of candidates shall be specified in the pre-qualification notice, which shall be published at least seven days before the application deadline.

(3) Provided that this is specified in the pre-qualification notice and documents, a specified number of tenderers who have been determined to be qualified and ranked and included on a list according to the criteria specified in the documents, or all tenderers found to be qualified, may be invited to submit bids. Those who are not invited to submit bids shall be notified in writing of the reasons for not being invited. If the number of tenderers to be invited to the tender is fewer than three or the number of tenderers submitting bids is fewer than two, the tender shall be cancelled.

(4) All documents required as a condition for participation in pre-qualification shall be submitted to the University in accordance with the principles and procedures specified in the first and second paragraphs of Article 20.

Negotiated Procedure

ARTICLE 18 – (1) A tender may be conducted through the negotiated procedure in the following cases:

a) No bids are submitted as a result of a tender conducted through the open tender procedure or restricted tender procedure.

b) It is necessary to conduct the tender urgently due to force majeure events such as natural disasters and epidemics, or due to the occurrence of sudden and unforeseen events such as the risk of loss of life or property.

c) Procurement of goods and services and construction works of the University whose estimated price does not exceed the amount corresponding to TRY 481,200, which shall be updated annually according to the Consumer Price Index (CPI) rate.

d) Transactions such as the purchase, leasing, and establishment of limited rights in rem in respect of services and movable and immovable property that cannot be acquired through another tender procedure due to the specific nature of their use and the particular benefit they will provide to the University.

(2) Publication of a notice shall not be mandatory under the negotiated procedure. Except in cases where no notice is published and in the cases specified in subparagraph (d) of the first paragraph, at least three tenderers shall be invited and requested to submit their qualification documents together with their written price bids. The tender commission shall also hold discussions with each tenderer. Following the discussions, the tender commission shall obtain from each tenderer the final written price bid to serve as the basis for the tender decision, and the tender shall be concluded. The manner in which the negotiations were conducted, the bids submitted, and the reason for selecting the tenderer to whom the tender is awarded shall be stated in the negotiation decision. For the procurement of goods conducted within the scope of this paragraph, the execution of a contract and the obtaining of a performance guarantee shall not be mandatory.

(3) In tenders to be conducted pursuant to subparagraphs (a) and (c) of the first paragraph, tenderers whose qualifications have been established according to the evaluation criteria specified in the tender documents shall first submit their initial bids, excluding the price, on matters such as the technical details of the work subject to the tender and the methods for its performance. The tender commission shall hold discussions with each tenderer regarding the methods and solutions that will best meet the University's needs and shall obtain their initial price bids. Following these discussions, the final written price bids, which shall not exceed the initial price bids and shall serve as the basis for the tender decision, shall be obtained from the tenderers, and the tender shall be concluded.

(4) For works to be carried out pursuant to subparagraph (d) of the first paragraph, where a market price has been appraised or determined by the competent authorities or courts, such price shall be accepted as the estimated price. Otherwise, negotiations shall be conducted on the basis of the estimated price to be determined in accordance with Articles 6 and 7. The estimated price shall be kept confidential during the negotiations.

Direct Procurement

ARTICLE 19 – (1) In the following cases, the direct procurement procedure may be used to meet needs without publishing a notice or obtaining a guarantee:

a) Where it is determined that the need can be met by only one natural or legal person.

b) Procurement from the natural or legal person from whom the initial purchase was made of goods and services that are necessary to ensure compatibility and standardization with existing goods, equipment, technology, or services, under contracts to be concluded on the basis of the original contract, provided that such procurement does not exceed 20% of the original contract price and that the total duration of such contracts does not exceed three years.

c) Procurement of medicines, vaccines, serums, anti-serums, blood and blood products that are not economical to stock due to their specific characteristics and the requirement that they be used within a certain period or that are to be used in emergencies; patient-specific medical consumables, such as orthoses and prostheses, that may be determined according to the patient during application; and consumables for tests and examinations.

ç) Procurement of goods and services by the University whose estimated price does not exceed the amount corresponding to TRY 240,600, which shall be updated annually according to the Consumer Price Index (CPI) rate.

d) Tariff-based purchases.

e) Travel purchases.

(2) For purchases to be made pursuant to this Article, without the requirement to establish the commissions specified in Article 7 or to seek the qualification requirements specified in Article 5, the needs shall be procured by the person or persons assigned by the tender authority by conducting market price research and documenting it in a written record.

Preparation and Submission of Bids

ARTICLE 20 – (1) All documents required as a condition for participation in the tender, including the bid letter and provisional guarantee, shall be placed in an envelope. The tenderer's name and surname or trade name, full address for notification, the work to which the bid relates, and the name and full address of the University shall be written on the envelope. The sealed part of the envelope shall be signed and stamped by the tenderer. Bid letters shall be submitted in writing and duly signed. The bid letter shall state that the tender/pre-qualification documents have been read in full and accepted; the bid price shall be clearly stated in both figures and words, which shall correspond to each other; the bid letter shall contain no erasures, deletions, or corrections; and it shall be signed by authorized persons, with their name and surname or trade name indicated.

(2) Bids shall be submitted to the University, against consecutively numbered receipts, by the tender time specified in the tender/pre-qualification documents. Bids submitted after this time shall not be accepted and shall be returned unopened. Bids may also be sent by registered mail with return receipt requested. Bids sent by post must reach the University by the tender time specified in the tender/pre-qualification documents. The time of receipt of bids that will not be processed due to postal delays shall be recorded in written minutes.

(3) Bids submitted may not be withdrawn or amended for any reason.

(4) The validity period of bids shall be specified in the tender/pre-qualification documents.

(5) For purchases conducted through the negotiated procedure and direct procurement procedure, the bid letter and all documents required as a condition for participation in the tender may be obtained electronically.

(6) By decision of the Board of Trustees, the University may establish or participate in electronic procurement systems through which tenderers meeting specified conditions are admitted to the system and may submit bids electronically.

Provisional Guarantee

ARTICLE 21 – (1) In tenders, a provisional guarantee of not less than 3% and not more than 6% of the bid price shall be obtained from tenderers. The provisional guarantee shall not be mandatory, provided that this is specified in the tender documents.

Evaluation of Bids

ARTICLE 22 – (1) At the time specified in the tender/pre-qualification documents, the tender commission shall determine in written minutes the number of bids submitted, announce this information to those present, and immediately commence the tender proceedings. The tender commission shall examine the bid envelopes in the order in which they were received. Envelopes that do not comply with the first paragraph of Article 20 shall be identified in written minutes and shall not be taken into consideration for evaluation. The envelopes shall be opened, in the order in which they were received, in the presence of the tenderers and other persons present.

(2) It shall be checked whether the tenderers' documents are complete and whether their bid letters and provisional guarantees comply with the applicable procedures. Tenderers whose documents are incomplete or whose bid letters or provisional guarantees do not comply with the applicable procedures shall be identified in written minutes. The tenderers, their bid prices, and the estimated price shall be announced. The minutes prepared in relation to these procedures shall be signed by the tender commission. At this stage, no decision shall be made to reject or accept any bid, and the documents constituting the bid may not be corrected or supplemented. The session shall be closed so that the bids may immediately be evaluated by the tender commission.

(3) At the first session, priority shall be given to deciding that the bids of tenderers whose documents are determined to be incomplete or whose bid letters or provisional guarantees are determined not to comply with the applicable procedures pursuant to the first and second paragraphs of this Article shall be excluded from evaluation. However, where information and/or documents are missing in a manner that does not affect the substance of the bid, the tenderers shall be requested in writing to provide the missing information and/or documents within the period determined by the University. Tenderers who fail to provide the required information and/or documents within the specified period shall be excluded from evaluation, and their provisional guarantees shall be recorded as revenue.

(4) Following this initial evaluation and these procedures, the bids of tenderers whose documents are complete and whose bid letters and provisional guarantees comply with the applicable procedures shall be subject to detailed evaluation. At this stage, it shall be examined whether the tenderers meet the qualification criteria determining their capacity to perform the work subject to the tender and whether their bids comply with the conditions specified in the tender/pre-qualification documents. The bids of tenderers determined not to comply with these requirements shall be excluded from evaluation.

(5) After evaluating the bids submitted, the tender commission shall identify bids whose prices are abnormally low compared with other bids or with the estimated price determined by the University. Before rejecting such bids, the tender commission shall request in writing, within a period determined by the commission, detailed explanations from the tenderers regarding the components of the bids that it considers significant. As a result of this evaluation, the bids of tenderers whose explanations are deemed insufficient or who fail to provide a written explanation shall be rejected.

Awarding and Approval of the Tender

ARTICLE 23 – (1) As a result of the evaluation conducted pursuant to Article 22, the tender shall be awarded to the tenderer submitting the most economically advantageous bid.

(2) The most economically advantageous bid shall be determined either solely on the basis of price or by taking into account non-price factors such as operating and maintenance costs, cost-effectiveness, efficiency, quality, and technical merit, together with price. In tenders where the most economically advantageous bid is to be determined by taking into account non-price factors, the monetary values or relative weights of such factors shall be specified in the tender/pre-qualification documents.

(3) In tenders where the lowest price is considered the most economically advantageous bid, if more than one tenderer has submitted the same price and these bids are determined to be the most economically advantageous bids, the most economically advantageous bid shall be determined by taking into account the non-price factors specified in the second paragraph, and the tender shall be concluded accordingly.

(4) The tender commission shall prepare its reasoned decision and submit it to the tender authority for approval. The decision shall specify the names or trade names of the tenderers, the bid prices, the date of the tender, the tenderer to whom the tender is awarded and the reasons for the award, or, if the tender is not awarded, the reasons therefor.

(5) The tender authority shall approve the tender decision or cancel it by expressly stating the reasons for cancellation no later than five business days following the date of the decision.

(6) The tender shall become valid upon approval of the decision and shall be deemed null and void if the decision is cancelled.

(7) The result of the tender shall be notified to all tenderers who submitted bids, including the successful tenderer, no later than three business days following the day on which the tender decision is approved by the tender authority. The notification of the tender result shall also state the reasons why bids were excluded from evaluation or were not deemed suitable. If the tender decision is cancelled by the tender authority, the tenderers shall likewise be notified, with the reasons for cancellation stated.

(8) The contract may not be signed until three business days have elapsed from the date on which the tender result is notified to all tenderers.

(9) Within three business days following the day on which the period specified in the eighth paragraph expires, the successful tenderer shall be notified that it is required to sign the contract within ten business days following the date of notification by providing the performance guarantee.

Performance Guarantee

ARTICLE 24 – (1) In order to ensure that the commitment is fulfilled in accordance with the provisions of the contract and the tender/pre-qualification documents, a performance guarantee at the rate of 6% of the tender price shall be obtained from the successful tenderer before the contract is signed. The performance guarantee shall not be mandatory, provided that this is specified in the tender documents.

Duties and Responsibilities of the Parties in Concluding the Contract

ARTICLE 25 – (1) The successful tenderer shall be required to provide the performance guarantee and sign the contract. The provisional guarantee shall be returned immediately after the contract is signed. If these obligations are not fulfilled, the provisional guarantee of the successful tenderer shall be recorded as revenue without the need to issue a protest or obtain a court judgment. In such case, subject to the approval of the tender authority, the University may also sign a contract with the tenderer submitting the second most economically advantageous bid in accordance with the provisions specified in this Regulation. However, in order for a contract to be signed with the tenderer submitting the second most economically advantageous bid, such tenderer shall be notified, in the manner specified in the ninth paragraph of Article 23, within three days following the expiry of the ten-day period specified in that paragraph. If the tenderer submitting the second most economically advantageous bid also fails to sign the contract, its provisional guarantee shall likewise be recorded as revenue, and the tender shall be cancelled.

(2) The University shall be obliged to perform its duties regarding the execution of the contract within the periods specified in the first paragraph and pursuant to Article 23. In the event that the University fails to fulfill this obligation, the tenderer may withdraw from its commitment, provided that a ten-day notice is served through a notary public within five business days at the latest following the end of the specified period. In such case, the provisional guarantee shall be refunded, and the tenderer shall be entitled to claim the

documented expenses incurred to provide the guarantee. Such loss shall be compensated by those who caused it.

Inspection and Acceptance Procedures

ARTICLE 26 – (1) The inspection and acceptance procedures for the goods, services, construction works, or other work delivered or performed shall be carried out by the inspection and acceptance commission to be established by the University tender authority. The inspection and acceptance commission shall examine whether the procurement of goods and services and construction works subject to the tender comply with the specifications set forth in the tender documents.

CHAPTER THREE

Sale of Goods and Services and the Sale, Letting, Exchange, Establishment of Limited Rights in Rem, and Similar Transactions Concerning Immovable Property

Tender Procedures

ARTICLE 27 – (1) One of the following procedures shall be applied to tenders concerning the University's sale of goods and services and transactions such as the sale, letting, exchange, and establishment of limited rights in rem concerning immovable property: sealed bid procedure, open bid procedure, or negotiated procedure.

(2) As a rule, the sealed bid procedure, which ensures that bids are submitted confidentially, or the open bid procedure shall be applied in tenders. The tender authority shall decide which of these two procedures shall be applied.

Sealed Bid Procedure

ARTICLE 28 – (1) Under the sealed bid procedure, bids shall be submitted in writing. The bid letter shall be placed in an envelope and sealed, and the tenderer's name, surname, and full address designated for notification shall be written on the envelope. The sealed part of the envelope shall be signed and stamped by the tenderer. This envelope shall be placed in a second envelope together with the receipt for the provisional guarantee and the other required documents, and the second envelope shall be sealed. The tenderer's name and surname, full address, and the work to which the bid relates shall be written on the outer envelope.

(2) Bid letters shall be signed by the tenderer and shall state that the specifications and their annexes have been read in full and accepted, and the bid price shall be clearly stated in both figures and words. Bids that fail to comply with any of these requirements or that contain erasures, deletions, or corrections shall be rejected and deemed not to have been submitted.

(3) Bids shall be submitted to the University by the time specified in the notice, against consecutively numbered receipts. The receipt number shall be written on the envelope. Bids may also be sent by registered mail with return receipt requested. In such case, the name and address of the University, the work to which the bid relates, and the tenderer's name, surname, and full address shall be written on the outer envelope for delivery to the tender commission. Bids sent by post must reach the University by the time specified in the notice. The time of receipt of bids that will not be processed due to postal delays shall be recorded in written minutes. Bids submitted to the tender commission may not be withdrawn for any reason.

(4) When the time for opening the bids arrives, the number of bids submitted shall first be recorded in written minutes. The outer envelopes shall then be opened, in the order in which they were received, in the presence of the tenderers present, and it shall be verified whether all required documents and the provisional guarantee have been duly and completely submitted. The receipt sequence number appearing on the outer envelope shall also be written on the inner envelope. The inner envelopes containing the bid letters of tenderers whose documents or guarantees are not duly submitted or are incomplete shall not be opened and shall be returned to the tenderers or their representatives, together with the other documents, without any further action being taken. Such tenderers may not participate in the tender.

(5) Before the inner envelopes containing the bid letters are opened, all persons other than those participating in the tender shall be required to leave the tender room. The envelopes shall then be opened in numerical order, and the bids shall be read aloud by the Head of the Commission or caused to be read aloud, and a list of the bids shall be prepared.

This list shall be signed by the Head and members of the Commission. Bid letters that do not comply with the specifications, contain additional conditions, or fail to comply with the provisions of the second paragraph shall not be accepted.

(6) In tenders conducted through the sealed bid procedure in which bids are increased, the tender shall be concluded by obtaining final oral or written bids from the tenderers present at the session, provided that such bids are not lower than the highest valid bid.

Open Bid Procedure

ARTICLE 29 – (1) Tenders conducted under the open bid procedure shall be carried out by tenderers submitting their written bids to the tender commission. In subsequent rounds, bids shall be received orally. However, tenderers may also send their bids, prepared in accordance with the provisions of Article 20, by registered mail with return receipt requested, provided that such bids reach the University by the tender time specified in the notice. If the tenderer is not present before the commission, the bid sent by post shall be deemed the tenderer's final and definitive bid.

(2) When the tender time specified in the notice arrives, the Head of the Commission shall examine the tenderers' documents and whether they have provided the provisional guarantee and shall announce which tenderers are eligible to participate in the tender. It shall be decided that the documents and guarantees of those who are not eligible to participate shall be returned. These procedures shall be recorded in written minutes in the presence of the tenderers. Following the preparation of the minutes, those who are not eligible to participate in the tender shall be required to leave the tender venue. The remaining tenderers shall first be invited to sign the specifications and then, in turn, to state their bids. The bids submitted shall be recorded on the tender bidding sheet for increases and decreases and signed by the respective tenderers.

(3) After the initial bids have been determined in this manner, the Head of the Commission shall, if there are any bids submitted by post, have such bids read aloud and recorded on the tender bidding sheet for increases and decreases. The tenderers shall then continue to submit bids in turn. The withdrawal of tenderers from the tender shall be recorded on the tender bidding sheet for increases and decreases, and their signatures shall be obtained. If a tenderer refuses to sign, this shall also be noted. Tenderers who withdraw from the tender may not submit further bids. If, during the submission of bids, it becomes apparent that the reductions or increases being offered will prolong the proceedings, the tenderers shall be requested to submit their final bids in writing in the presence of the Commission. Tenderers who have previously withdrawn from the tender may not submit written bids at this stage.

Negotiated Procedure

ARTICLE 30 – (1) A tender may be conducted through the negotiated procedure in the following cases:

a) No bids are submitted as a result of a tender conducted through the sealed bid procedure or open bid procedure.

b) The sale of goods that are perishable, hazardous to store, or whose storage costs are high in proportion to their value or to the benefit to be obtained from selling them without delay.

c) The acquisition of immovable property through exchange.

(2) In tenders conducted through the negotiated procedure, at least two tenderers shall be invited and requested to submit their price bids in writing. The tender commission shall also hold discussions with each tenderer. Following the discussions, the tender commission shall request each tenderer to submit its final price bid to serve as the basis for the tender decision. The tender shall be concluded upon receipt of the final written price bids.

(3) The manner in which the negotiations were conducted, the bids submitted, and the reasons for selecting the tenderers to whom the tender is awarded shall be stated in the negotiation decision.

(4) In transactions involving the exchange of immovable property, the valuations stated in valuation reports prepared by real estate appraisal companies licensed by the Capital Markets Board (CMB), in accordance with CMB legislation and without being subject to any limitation, shall be taken as the basis. In such case, the difference between the values of the immovable properties subject to the exchange may not exceed 10%.

Determination of the Appropriate Price

ARTICLE 31 – (1) In tenders concerning the University's sale of goods and services and transactions such as the sale, letting, exchange, and establishment of limited rights in rem concerning immovable property, a contract shall be signed with the tenderer offering the appropriate price.

(2) In tenders involving an increase in bids, the appropriate price shall be the highest bid submitted, provided that it is not lower than the estimated price.

(3) In tenders involving a decrease in bids, the appropriate price shall be the bid deemed preferable among the bids submitted, provided that it does not exceed the estimated price. The reasons demonstrating that the preference is in favor of the University shall be stated in the decision.

(4) In tenders conducted through the sealed bid procedure, the appropriate price shall be the bid deemed preferable among the bids submitted, provided that it is not lower than the estimated price. The reasons for the preference shall be stated in the decision.

(5) The criteria to be used in selecting the appropriate price, the maximum amount or rate of reduction to be accepted in tenders involving a decrease in bids, and other matters relating to the nature, type, and quantity of the work, unit prices, time of payment, and the tenderer's similar technical and financial qualifications shall be specified in the tender documents.

Provisional Guarantee

ARTICLE 32 – (1) A provisional guarantee not exceeding 6% of the estimated price shall be obtained from tenderers. The provisional guarantee shall not be mandatory, provided that this is specified in the tender documents.

Awarding and Approval of the Tender

ARTICLE 33 – (1) Decisions taken by the tender commissions shall be signed, indicating the names, surnames, and principal duties of the Head and members of the Commission. The decisions shall specify the names and addresses of the tenderers, the prices they offered, the date on which the tender was conducted, the tenderer to whom the tender was awarded and the reasons for the award, or, if the tender was not awarded, the reasons therefor.

(2) The tender authority shall approve the tender decision or cancel it by expressly stating the reasons for cancellation no later than five business days following the date of the decision.

(3) The tender shall become valid upon approval of the decision and shall be deemed null and void if the decision is cancelled.

(4) The result of the tender shall be notified to all tenderers who submitted bids, including the successful tenderer, no later than three business days following the day on which the tender decision is approved by the tender authority. The notification of the tender result shall also state the reasons why bids were excluded from evaluation or were not deemed suitable. If the tender decision is cancelled by the tender authority, the tenderers shall likewise be notified, with the reasons for cancellation stated.

(5) The contract may not be signed until three business days have elapsed from the date on which the tender result is notified to all tenderers.

(6) Within three business days following the day on which the period specified in the fifth paragraph expires, the successful tenderer shall be notified that it is required to sign the contract within ten business days following the date of notification by providing the performance guarantee.

Performance Guarantee

ARTICLE 34 – (1) In order to ensure that the commitment is fulfilled in accordance with the provisions of the contract and specifications, a performance guarantee not exceeding 6% of the tender price shall be obtained from the successful tenderer before the contract is signed. The performance guarantee shall not be mandatory, provided that this is specified in the tender documents.

(2) If the successful tenderer fails to fulfill this obligation, the tender shall be cancelled, and its provisional guarantee shall be recorded as revenue without the need to issue a protest or obtain a court judgment.

Duties and Responsibilities of the Parties in Concluding the Contract

ARTICLE 35 – (1) The successful tenderer shall be required to provide the performance guarantee and sign the contract. The provisional guarantee shall be returned immediately after the contract is signed. If these obligations are not fulfilled, the provisional guarantee of the successful tenderer shall be recorded as revenue without the need to issue a protest or obtain a court judgment. In such case, provided that the price bid is deemed appropriate by the tender authority, a contract may also be signed with the tenderer submitting the second most appropriate price bid in accordance with the procedures specified in this Regulation. However, in order for a contract to be signed with the tenderer submitting the second most appropriate price bid, such tenderer shall, within three business days following the expiry of the ten-day period specified in the sixth paragraph of Article 33, be notified that it is required to sign the contract by providing the performance guarantee. If the tenderer submitting the second most appropriate price bid also fails to sign the contract, its provisional guarantee shall likewise be recorded as revenue, and the tender shall be cancelled.

(2) The University shall be responsible, within the periods specified in the first paragraph, for fulfilling its obligations regarding the conclusion of the contract; completing the procedures for the transfer of title in the sale of immovable property; and delivering the goods sold to the successful tenderer in accordance with the limits and specifications stated in the specifications. In the event that the University fails to fulfill this obligation, the tenderer may withdraw from its commitment, provided that a ten-day notice is served through a notary public within five business days at the latest following the end of the specified period. In such case, the provisional guarantee shall be returned, and the tenderer shall be entitled to claim its documented expenses incurred in providing the guarantee. Such loss shall be recovered from those responsible for causing it.

(3) Provided that the tender price, taxes, duties, fees, and other expenses have been paid, the successful tenderer shall be required to have the immovable property registered in its name within the period specified in the specifications. Otherwise, the tenderer may not make any claim against the University on account of any loss or damage, unauthorized occupation, or any other reason that may arise.

CHAPTER FOUR

Miscellaneous and Final Provisions

Cancellation of the Tender

ARTICLE 36 – (1) The University may cancel the tender before the tender time, stating the reasons therefor, where it deems such cancellation necessary or where it is determined that the documents included in the tender/pre-qualification documents contain matters that prevent the tender from being conducted and cannot be corrected.

(2) In such case, the cancellation of the tender shall immediately be announced to the tenderers, stating the reason for cancellation. Those who have submitted bids up to this stage shall also be separately notified of the cancellation of the tender. If the tender is cancelled, all bids submitted shall be deemed rejected and shall be returned unopened to the tenderers. Tenderers may not claim any rights from the University due to the cancellation of the tender.

(3) If the tender is cancelled, a new tender may be initiated after the reasons for cancellation have been reviewed.

Prohibited Acts and Conduct

ARTICLE 37 – (1) The following acts and conduct shall be prohibited in tenders:

a) Manipulating or attempting to manipulate tender procedures through fraud, promises, threats, exertion of influence, provision of benefits, collusion, extortion, bribery, or other means.

b) Causing uncertainty among tenderers, preventing participation, proposing or encouraging collusion among tenderers, or engaging in conduct that may affect competition or the tender decision.

c) Preparing or using forged documents or fraudulent guarantees, or attempting to do so.

ç) Submitting, directly or indirectly, more than one bid in a tender by a tenderer, on its own behalf or on behalf of others, either as principal or as representative.

d) Participating in a tender despite being prohibited from participating pursuant to Article 12.

(2) Persons engaging in such prohibited acts or conduct shall be excluded from the tender. If it is determined after the contract has been signed that a prohibited act or conduct has occurred, the performance guarantee shall be recorded as revenue, and the tender shall be terminated in accordance with the general provisions. The Board of Trustees shall adopt a decision concerning the sanctions to be imposed on persons engaging in prohibited acts or conduct. Such decisions shall be announced by the University.

Execution of the Tender Contract

ARTICLE 38 – (1) Except for those exempted under this Regulation, all tenders conducted shall be formalized by a contract. Contracts prepared by the University shall be signed by the administrator authorized to sign and by the contractor. If the contractor is a joint venture, the contracts shall be signed by all partners of the joint venture. Unless otherwise specified in the tender/pre-qualification documents, notarization and registration of contracts shall not be mandatory. No contract may be drawn up contrary to the conditions specified in the tender/pre-qualification documents.

Assignment of the Contract

ARTICLE 39 – (1) The contract may be assigned to another party with the written permission of the University. However, the assignee shall be required to meet the conditions stipulated in the original tender.

Guarantee

ARTICLE 40 – (1) In tenders to be conducted pursuant to this Regulation, the tender authority may determine the assets to be accepted as guarantees, in addition to Turkish currency in circulation, and such assets shall be specified in the notice.

Objection

ARTICLE 41 – (1) Candidates or tenderers who claim that they have suffered or are likely to suffer a loss of rights or damage due to unlawful acts or procedures during the tender process may submit an objection to the University within five business days from the date on which the tender process is concluded, on the grounds that the acts or procedures carried out during the tender process are unlawful.

(2) Upon receipt of an objection, the University shall conduct the necessary review and issue a reasoned decision within ten days. The decision shall be notified to the party submitting the objection, other candidates or tenderers, and potential tenderers within three days following the date of the decision. Potential tenderers shall not be notified except in the case of applications concerning the notice or the tender or pre-qualification documents.

(3) If an objection is submitted to the University, all works and procedures relating to the tender shall be suspended. The contract may not be signed before the date of the final notification of the decision issued upon the objection or, where no decision is issued within the prescribed period, before the expiry of such period. Following an objection, the University may not sign the contract unless the tender authority approves the continuation of the tender procedures on the grounds of urgency and public interest. Such reasoned approval for the continuation of the tender procedures shall be notified sufficiently in advance to ensure that it

is served on the tenderer submitting the objection at least seven days before the contract is signed. If the contract is signed without due notification by the University, the tender decision and the contract shall be deemed null and void.

Transactions Not Subject to the Provisions of This Regulation

ARTICLE 42 – (1) **(Amended: Official Gazette dated February 10, 2025 and numbered 32809)** The University shall not be subject to the provisions of this Regulation for purchases to be made:

a) From public administrations, institutions with fixed or revolving capital affiliated with such administrations, and unions established by special-budget administrations,

b) From state economic enterprises and organizations in which more than half of the capital is owned, individually or jointly, by the State, state economic enterprises, or local administrations,

c) From foundations established for the purpose of strengthening the Turkish Armed Forces and organizations, companies, and institutions in which more than half of the capital is owned by such foundations,

ç) From cooperatives established by special law that have legal personality and that purchase, process, utilize, improve, and sell the products of their members or, in cases stipulated by law, non-members, and provide the tools and equipment required for production, and from unions belonging to such cooperatives,

d) From organizations with legal personality established by special laws and entrusted with public duties,

e) From commercial enterprises wholly owned by the University,

f) For subscriptions to digital and printed databases related to education and teaching activities,

g) Provided that it does not exceed the funding amount provided for research and development projects by the University's internal resources or national/international organizations, purchases to be made up to the limits set by the Board of Trustees shall not be subject to the provisions of this Regulation, and such procurements shall be carried out directly by determining an estimated price.

(2) The provisions of this Regulation shall not apply to sales made by the University's economic enterprises or to the sale of services produced in the course of education and teaching activities, such as those provided by health practice and research centers.

Procurement of Goods and Services within the Scope of Research and Development Funds

ARTICLE 43 – (Amended: Official Gazette dated February 10, 2025 and numbered 32809)

(1) Except for purchases up to the limits determined within the scope of subparagraph (h) of the first paragraph of Article 42, procurement of goods and services to be carried out within the scope of funds provided by public institutions and organizations and international organizations for research and development projects shall, provided that such procurement falls within the University's field of activity, be carried out in accordance with the procedure to be determined within the framework of the protocol concluded with the institution/organization providing the funds, taking into account the purpose for which the funds were allocated and the amount of the funds. If the protocol contains no provisions concerning the procurement of goods and services, the provisions of this Regulation shall apply.

Legislation Applicable in the Event of Conflict

ARTICLE 44 – (1) In the event of a conflict between the provisions of this Regulation and the provisions of the Regulation on Foundation Higher Education Institutions, the provisions of the Regulation on Foundation Higher Education Institutions shall apply.

Repealed Regulation

ARTICLE 45 – (1) The Bahçeşehir University Purchasing and Tender Regulation published in the Official Gazette dated September 20, 2010 and numbered 27705 is hereby repealed.

Entry into Force

ARTICLE 46 – (1) This Regulation shall enter into force on the date of its publication.

Execution

ARTICLE 47 – (1) The provisions of this Regulation shall be executed by the Board of Trustees of Bahçeşehir University.

	Official Gazette in Which the Regulation Was Published	
	Date	**Number**
	8/3/2020	31062
	Official Gazettes in Which the Regulations Amending This Regulation Were Published	
	Date	**Number**
1.	10/2/2025	32809
2.		