

**General Letter:1809**

**İstanbul, 27/07/2022**

## **DERIVATIVES AND ENERGY-COMMODITY CLEARING AND SETTLEMENT DEPARTMENT**

**Subject:** About Acceptance of All Electronic Letters of Guarantee Submitted as Tender Security Accepted as Collateral within the Scope of Law No. 4734 via Takasbank Public Collateral Management Platform

**Related Participants:** Banks

Dear General Manager,

It was announced in our General Letter dated 01/09/2021 and numbered 1721, that electronic letters of guarantee submitted as tender security issued by the Banks in accordance with the Public Procurement Law No. 4734, could be transmitted to Takasbank via Electronic Letter of Guarantee Platform (ETMP) operated by Turkish Credit Bureau; processes related to the acceptance, custody, registration as revenue, return and extension of the validity period of the e-letters of guarantee submitted as tender security on behalf of contracting authorities could be progressed through "Takasbank Public Collateral Management Platform".

With the supplementary letter of the Public Procurement Authority, dated 04/07/2022, on "Electronic Letters of Guarantee Submitted as Tender Security" that was sent to the Banks by the Banks Association of Turkey with the number 40356 on July 18, 2022; it has been reported that as of October 15, 2022 data sharing with Banks individually in Electronic Public Procurement Platform (EKAP) has been terminated and it has been decided to carry out the transactions related to the issuance and submission of all electronic letters of guarantee submitted as tender security through Takasbank Public Collateral Management Platform (KTYP).

Within this framework; by the Banks that issue electronic letters of guarantee submitted as tender security for procurements organized by the Public Procurement Authority;

- Completion of Takasbank membership processes (for non-Takasbank members)
- Transmission of the "Takasbank Public Collateral Management Service Fee Protocol" to the Member Service and Support Team of our Bank with a wet signature signed by the widely authorized employee to represent the Banks,
- Integration and testing processes required with Takasbank KTYP should be completed.

As of October 15, 2022, electronic letters of guarantee submitted as tender security will not be accepted from Banks that have not completed the integration of Takasbank Public Collateral Management Platform and have not signed the Public Collateral Management Platform Service Fee Protocol.

In this context, as of October 15, 2022; Banks should perform the necessary procedures for Takasbank and the Turkish Credit Bureau in order for tenderers to participate in the procurements and to ensure that their tenders submitted for the procurements are not left unsecured.

The documents; "Istanbul Takas ve Saklama Bankasi Public Collateral Management Service Procedure", prepared in accordance with the procedures and principles of Takasbank Public Collateral Management Service, "Bank User's Guide for Electronic Letters of Guarantee Submitted as Tender Security that Banks will Issue and Submit to Takasbank in Accordance with the Public Procurement Law" regarding transactions that banks will make and "Istanbul Takas ve Saklama Bankası Collateral Management Service Protocol", that Banks must sign in order to make transactions in Takasbank KTYP will be attached and access to the relevant documents can be obtained from our bank's website through the links below.

- <https://www.takasbank.com.tr/documents/prosedurler/takasbank-kamu-teminat-yonetimi-hizmeti-proseduru31122021.pdf>
- [https://www.takasbank.com.tr/documents/kaynaklar/01022022\\_banka-kilavuz.pdf](https://www.takasbank.com.tr/documents/kaynaklar/01022022_banka-kilavuz.pdf)
- [https://www.takasbank.com.tr/documents/uyelikler/hizmet-bedeli-komisyon-protokol\\_091221.pdf](https://www.takasbank.com.tr/documents/uyelikler/hizmet-bedeli-komisyon-protokol_091221.pdf)

Banks that have completed their integration processes with Takasbank KTYP will also be provided with detailed information about the testing processes.

Support can be obtained from [uye@takasbank.com.tr](mailto:uye@takasbank.com.tr) e-mail address regarding membership processes and from [kamutemicg\\_kik@takasbank.com.tr](mailto:kamutemicg_kik@takasbank.com.tr) e-mail address regarding operational processes.

Kindly submitted for your information.

Sincerely Yours,

**TAKASBANK**  
**İSTANBUL CLEARING, SETTLEMENT AND CUSTODY BANK INC**

**Gökhan ELİBOL**  
Executive Vice President

**Avşar R. SUNGURLU**  
CEO and Board Member

Appendix :

- 1- Takasbank Public Collateral Management Service Procedure (11 pages)
- 2- Bank Guide (4 pages)
- 3- Takasbank Public Collateral Management Platform Service Fee Protocol (4 pages)

## İSTANBUL TAKAS VE SAKLAMA BANKASI A.Ş. PROCEDURE ON PUBLIC COLLATERAL MANAGEMENT SERVICE

### General Provisions CHAPTER ONE

#### Purpose

**Article 1-** (1) The purpose of this Procedure is to set forth the principles and procedures regarding the collateral management service to be provided by İstanbul Takas ve Saklama Bankası Anonim Şirketi (Istanbul Settlement and Custody Bank Inc.) for electronic letter of guarantees submitted as tender security for and on behalf of contracting authorities within the scope of public procurements.

#### Scope

**Article 2-** (1) This Procedure covers the processes that will be electronically performed in relation to the acceptance, custody, return, extension of the validity period and registration as revenue of the electronic letters of guarantee submitted as tender security and issued for submission to contracting authorities within the scope of the Public Procurement Law no. 4734 as well as the other issues related thereto.

#### Basis

**Article 3-** (1) This Procedure has been prepared based on the Public Procurement Law no. 4734, the Electronic Procurement Implementation Regulation, and the other secondary regulations regarding Public procurements.

#### Definitions and Abbreviations

**Article 4-** (1) For the purposes of this Procedure, in addition to the definitions provided in Article 4 of the Law no. 4734 and the implementing regulations, the following terms shall have the following meanings;

- a) **Bank:** means the bank defined in the Banking Law no. 5411 which has issued the electronic letter of guarantee;
- b) **EKAP:** means the Electronic Public Procurement Platform;
- c) **Electronic Letter of Guarantee (E-Letter of Guarantee):** means the letters of guarantee issued by banks and surety bonds issued by insurance companies residing in Turkey within the scope of surety insurance, which have been created electronically with secure electronic signature or mobile signature with electronic signature feature in accordance with the standards and rules set forth by the Authority and sent electronically to the collateral manager;
- ç) **E-Letter of Guarantee Platform (ETMP):** means the electronic platform operated by KKB through which all messages, transactions and instructions related with e-letter of Guarantee are transmitted in accordance with the standards specified within the scope of this Procedure;
- d) **Secure Electronic Signature:** Electronic signature defined in Article 4 of the Electronic Signature Law No. 5070 or other methods equivalent to secure electronic signature covered by the legislation regarding electronic signature,
- e) **Related legislation:** means the Public Procurement Law no. 4734, the Laws, Regulations and Communiqués that Takasbank is subject to and the other secondary regulations related thereof;
- f) **Tenderer:** means the supplier, service provider or works contractor submitting tender;
- g) **Law:** means the Public Procurement Law no. 4734;

- ğ) **KKB:** means Kredi Kayıt Bürosu A.Ş. (Credit Reference Agency/Credit Bureau);
- h) **KİK/Authority:** means the Public Procurement Authority;
- i) **User:** means the supervisor of EKAP platform and the person authorized by the platform supervisor to perform specific transactions and operations in the procurement process;
- i) **Contracting Authorities:** Institutions and organizations that arrange the tender and are under the scope of the Public Procurement Law,
- j) **Procedure:** means the Istanbul Settlement and Custody Bank Inc. Procedure on Public Collateral Management Service;
- k) **SBM:** “Insurance Information and Monitoring Center” and “Insurance Information and Monitoring Commercial Enterprise”
- l) **Insurance Company:** Insurance companies licensed for the surety branch,
- m) **Takasbank:** means İstanbul Takas ve Saklama Bankası Anonim Şirketi (Istanbul Settlement and Custody Bank Inc.);
- n) **Takasbank Collateral Reference Number (REFNO):** means the distinctive number randomly produced by the system, required to be used for transmission of electronic letters of guarantee submitted as tender security to Takasbank, created over TKTYP for further use by the tenderer during the collateral deposit process, and not containing any clear and comprehensible explanations identifying the project, procurement details, tenderer, etc.;
- o) **Takasbank Public Collateral Management Platform (TKTYP):** means the application used for executing the processes related with the acceptance, transmission, return, forfeiture, time extension and all other processes of provisional electronic letters of guarantee used in the procurements within the scope of the Law;
- ö) **Collateral Manager/ Takasbank:** means Takasbank operating Takasbank Public Collateral Management Platform within the scope of execution of the processes related with custody, acceptance, transmission, return, registration of revenue, and extension of validity period of the electronic letters of guarantee submitted as tender security for and on behalf of Contracting Authorities as well as all other processes.

## CHAPTER TWO

### Rights and Obligations of the Parties

#### Obligations of Takasbank

**Article 5-** (1) Takasbank is responsible for the following:

- a) Custody and Acceptance of electronic letters of guarantee submitted as tender security sent via ETMP/SBM with REFNO and issued in accordance with the legislation and management of the processes regarding the relevant electronic letter of guarantee;
- b) Transmitting the electronic letters of guarantee submitted as tender security to EKAP which are accepted by Takasbank and making them available for use by Contracting Authorities via EKAP;
- c) Transmitting to the banks via ETMP and insurance companies via SBM of the requests sent by Contracting Authorities and tenderers over TKTYP in relation to electronic letters of guarantee submitted as tender security.

(2) Takasbank is not responsible for the obligations of Contracting Authorities towards tenderers and the obligations of tenderers towards Contracting Authorities and KİK, except for the obligations undertaken by Takasbank hereunder in relation to collateral management service.

(3) In the event that the requests and instructions that will be directly sent to the Bank/Insurance Company by the Contracting Authorities for any reason are processed and not notified by KKB/SBM

to Takasbank; Takasbank shall not be responsible for the electronic letters of guarantee submitted as tender security that appear inaccurate on TKTYP.

(4) The tenderer who signed the Contract in order to benefit from the service to be provided by Takasbank within the scope of the Procedure; is obliged to pay the collateral management service fee according to the method determined and announced by Takasbank. Takasbank shall not be responsible for any disputes and damages that may arise due to the fact that the electronic letter of guarantee, whose collateral management service fee is not paid according to the determined fee schedule and method, is not accepted as collateral even if it is sent.

(5) Electronic letters of guarantee submitted as tender security sent to Takasbank may be withdrawn only with the approval of the Contracting Authority in cases where the Contracting Authority's approval is required; and Takasbank shall not be responsible for any delayed approval or non-approval by the Contracting Authority.

(6) Takasbank shall not be liable for any damages that may arise in case of a difference between the electronic letters of guarantee submitted as tender security and transmitted to Takasbank and the electronic letters of guarantee kept in the systems of the Banks/Insurance companies.

## **Obligations of KİK**

**Article 6-** (1) Authority is responsible for the following:

- a) Transmitting procurement, contracting authority, tenderer information necessary for the issuance of the electronic letters of guarantee submitted as tender security and changes that may occur in this information with the same Procurement Registration Number (İKN) to Takasbank in a timely and accurate manner.
- b) Informing Takasbank in advance of any changes in the text contents of electronic letters of guarantee submitted as tender security as specified in the legislation.

## **Obligations of Contracting Authorities**

**Article 7-** (1) Contracting Authorities are responsible:

- a) To execute, via EKAP users over TKTYP, the processes regarding the return, extension of the validity period, confirmation of the receipt of payment related with the registration as revenue and all other processes related with electronic letters of guarantee submitted as tender security sent to Takasbank via ETMP/SBM and accepted and stored by Takasbank;
- b) For the failure of directly transmitting the requests related with electronic letters of guarantee submitted as tender security to the Banks/Insurance Companies and/or ETMP/SBM which are accepted by Takasbank, for any reason except for general breakdowns occurring in TKTYP;
- c) For the losses that may occur in case of failure to send any instructions to the TKTYP until the end of validity period due to expiration of the electronic letters of guarantee submitted as tender security issued by banks/insurance companies that are not any longer qualified as collaterals at the end of their validity period;
- ç) To accurately submit the bank account information of the Contracting Authority to which the relevant amount is to be deposited, which is notified during the transmission of the registration of revenue requests of the electronic letters of guarantee submitted as tender security to TKTYP;
- d) For the losses or damages that may occur due to incomplete or incorrect reporting of the account information of the Contracting Authority or due to the fact that it is not reported,



- e) To comply with the time periods determined by Takasbank as set forth in this Procedure for the transmission of the requests for return, registration as revenue, extension of the validity period and other requests that will be sent over TKTYP;
- f) To check whether the validity periods of electronic letters of guarantee submitted as tender security viewed over TKTYP are in line with the validity periods and compliance as stipulated in the Law and the specifications;
- g) For the loss or damages that may arise from any inaccurate collateral balance that appears at TKTYP in cases where any transaction is executed outside TKTYP in relation to the electronic letters of guarantee submitted as tender security accepted through TKTYP;
- ğ) To act in compliance with all principles and rules specified herein and the other relevant legislation;
- h) To follow the changes made by Takasbank in the operations and implementation practices, and to ensure adaptation to such changes within the specified periods;
- ı) For the loss or damages that may arise from incomplete or incorrect instructions sent to the Collateral Manager;
- i) To fulfil all of its other obligations specified under the Procedure timely and completely;
- j) For the fulfilment of all obligations related with the transactions executed within the framework of the activities regulated under the Procedure and the works performed by the employees as required by their duties and jobs.

(2) Contracting Authorities shall execute their transactions on TKTYP by having access over EKAP using the Turkish identity numbers and passwords allocated to the personnel authorized on EKAP. The Contracting Authority is responsible for the transactions executed on TKTYP using the password allocated from the EKAP and for the use of such password by unauthorized persons.

(3) In required cases where it is not possible to access TKTYP, Takasbank may execute the transactions provided that the instructions with secure electronic signatures to be given by the persons authorized to represent the Contracting Authority are sent via registered electronic e-mail address (KEP).

## **Obligations of Tenderers**

**Article 8-(1)** Tenderers are responsible:

- a) For creation of a REFNO at TKTYP in relation to the procurement for which a collateral will be sent so that the collateral is allowed to transmit to Takasbank for and on behalf of Contracting Authorities;
- b) For timely transmission by the Banks/Insurance Companies to Takasbank of the electronic letters of guarantee submitted as tender security deposited as collateral via ETMP/SBM with REFNO until the date and time of the procurement;
- c) For monitoring the electronic letters of guarantee submitted as tender security sent to Takasbank within the scope of the procurement through EKAP and/or TKTYP screens;
- ç) For ensuring that the fee for the collateral management service provided by Takasbank is duly deposited according to the method specified in the Article 21 herein
- d) For any loss or damages that may arise from invalidation of the tender, failure to participate in the procurement, etc. which may result from the failure to timely and correctly send the electronic letters of guarantee submitted as tender security to Takasbank;
- e) To comply with the periods specified herein;

- f) To act in compliance with all principles and rules specified in this Procedure and all other relevant legislation;
  - g) To ensure the required level of collaterals to be maintained;
  - ğ) To check whether the collateral deposited with Takasbank is sufficient or not.
- (2) Tenderers shall perform their transactions via remote access using the user names and passwords allocated for their authorized personnel on EKAP. The responsibility for the transactions executed on TKTYP using the allocated password and for the use of such password by unauthorized persons solely rests with the Tenderer.
- (3) Tenderers are responsible for fulfilment of all their obligations related with the transactions that they have executed within the framework of the activities regulated under the Procedure as well as the works performed by their employees within the framework of their duties.
- (4) Takasbank shall not be held responsible if the procedures related with depositing of collaterals cannot be completed due to non-compliance with the instructions in TKTYP and its consequences.
- (5) Takasbank shall not be held responsible for the works and transactions arising from the instructions sent to Takasbank by the recipient administrations for the registrations as revenue of the electronic letters of guarantee submitted as tender security deposited as collateral.
- (6) The tenderer is responsible for the cases where the electronic letter of guarantee submitted as tender security is deposited incompletely or not sent timely and accurately or sent incorrectly; and Takasbank shall not be held responsible for any loss or damages that may arise thereof.

### **CHAPTER THREE** **General Provisions regarding Collaterals**

#### **General principles regarding collateral management service**

**Article 9-**(1) Tender security is the guarantee required to be submitted by the Tenderers until the specified procurement time, which will be not less than the rate of the tender price as specified in the Law and which is submitted for the period until completion of the procurement process.

(2) Letters of guarantee submitted as tender security that will be submitted to the contracting authorities in consideration of the tender security within the scope of the Law and the relevant secondary regulations shall only be submitted to Takasbank electronically.

(3) The Tenderers have to submit the tender security in the amount calculated within the framework of the methods specified in the Law to Takasbank in the form of an electronic letter of guarantee via ETMP/SBM.

(4) The collaterals deposited shall not be made by Takasbank available to the contracting authorities and administrations on EKAP until the opening of the procurement.

(5) The acceptance of letters of guarantee submitted as tender security shall be made by Takasbank. The electronic letters of guarantee submitted as tender security not satisfying the specified criteria shall be automatically rejected.

(6) It is required that the letters of guarantee submitted as tender security should be issued with REFNO.

(7) The return and register as revenue of the letters of guarantee submitted as tender security are executed with the electronic instructions that will be sent by contracting authorities over TKTYP.

(8) The requests for register as revenue and return shall be considered valid at the time the request is sent by Takasbank to ETMP/SBM, Takasbank shall not be held responsible for failure to submit the request to the Bank via ETMP and to the Insurance Company via SBM.

### **Assets Acceptable as Collateral**

**Article 10-** (1) Electronic letters of guarantee submitted as tender security defined in subparagraph (c) of paragraph 1 of article 4 of this Procedure are accepted as collateral on TKTYP.

### **Issuance, submission and acceptance of Electronic Letters of Guarantee Submitted as Tender Security**

**Article 11-**(1) Electronic letter of guarantee submitted as tender security falling within the scope of this Procedure is created by the banks/insurance companies in their own systems in accordance with the specified principles and procedures.

(2) The electronic letter of guarantee submitted as tender security is of the same legal nature as the letter of guarantee and surety bond issued in paper form.

(3) The format and standards that should be complied with in the creation and transmission of electronic letters of guarantee as electronic documents and the other issues regarding implementation are announced by Authority.

(4) The electronic letters of guarantee submitted as tender security issued by banks/insurance companies are sent by the tenderer to Takasbank via ETMP/SBM along with the REFNO generated from TKTYP.

(5) Electronics letters of guarantee sent with invalid REFNO shall be rejected by Takasbank.

(6) Any electronic document not arranged in accordance with the specified principles and procedures and the relevant format and standards or arranged as such, but not sent or received through Takasbank may not be accepted as electronic letters of guarantee submitted as tender security under this Procedure.

(7) In electronic procurements, it is not possible to send an electronic letter of guarantee submitted as tender security after submission of the tender.

(8) In procurements held on paper basis, the electronic letter of guarantee submitted as tender security can be sent until the date and time of the procurement. It is at the discretion of the contracting authority to decide whether to accept or not to accept an electronic letter of guarantee sent after the deadline for submission of tenders; and it is required that the sending of the electronic letter of guarantee should be completed before submission of the tender.

(9) The content of the electronic letter of guarantee submitted as tender security is determined by Authority and shall not be changed by the banks/insurance companies.

(10) In order for acceptance of e-letters of guarantee submitted as tender security as collaterals after the date and time of procurement; the tenderer must have a tender in the system and the e-letter of guarantee submitted as tender security must be sent with a REFNO for which a collateral has been deposited before the date and time of the procurement.

(11) It is required that e-letter of guarantee submitted as tender security should be sent to EKAP and that the requests sent from EKAP to Takasbank should be executed over TKTYP services.

(12) The issues about whether electronic letters of guarantee submitted as tender security sent to EKAP comply with the procedure and whether they meet the required level of collateral and the validity period of such letters are checked by Contracting Authorities.



## **Custody Operations**

**Article 12-(1)** Electronic letters of guarantee submitted as tender security used hereunder are stored electronically on ETMP/SBM and TKTYP. The custody of electronic letters of guarantee submitted as tender security on TKTYP shall not relieve the related parties from their obligations regarding custody arising from their own obligations.

- (2) Custody of electronic letters of guarantee submitted as tender security in paper shall not have any valid effect.
- (3) The use of electronic letters of guarantee submitted as tender security application through KKB/SBM and Collateral Manager shall not relieve the relevant Banks/Insurance Companies from their responsibility related with the transactions executed.
- (4) It is required that all processes related with e-letters of guarantee submitted as tender security sent by banks/insurance companies to and accepted by Takasbank should be executed over ETMP/SBM.

## **Withdrawal and return of E-Letters of guarantee**

**Article 13-(1)** The orders for return that will be submitted by contracting authorities and the requests for withdrawal that will be submitted by the tenderers in relation to electronic letters of guarantee submitted as tender security can be submitted through TKTYP as follows;

- a) In case of electronic procurements ;
  - The request for withdrawal may be submitted by the tenderer until submission of the tender;
  - The order for return may be submitted by contracting authority after submission of the tender and the date and time of the procurement;
- b) In case of procurements for which the tenders are not received electronically;
  - The order for return may only be submitted by contracting authorities.
- (2) Instructions may be sent by the recipient administration only after the date and time of the procurement, no matter whether a tender has been submitted or not.
- (3) The orders for return by contracting authorities and the requests for withdrawal by tenderers shall be forwarded by Takasbank to the Banks via ETMP and to the insurance companies via SBM.
- (4) The transmission of the contracting authorities' return order to the system takes place in two stages, i.e. entry (doer) and approval (checker). Takasbank shall not transmit unapproved requests to the Banks via ETMP and to insurance companies via SBM. The instructions not approved within the same day shall be cancelled by Takasbank automatically at the end of the day.
- (5) If the request is accepted by the banks/insurance companies, the electronic letter of guarantee submitted as tender security shall be terminated on Takasbank side; thus, it will no longer be qualified as a collateral.
- (6) Electronic letters of guarantee submitted as tender security that have expired and are not returned shall be automatically terminated within the system; thus, becoming no longer qualified as a collateral.

## **Extension of the Validity Period of Electronic Letters of Guarantee Submitted as Tender Security**

**Article 14-(1)** The requests of extension of the validity period of electronic letters of guarantee submitted as tender security should be forwarded:

- a) by the Tenderer to the Bank/Insurance Companies who has issued the letter of guarantee;
- b) by the recipient administration to TKTYP.
- (2) The request of extension of the validity period shall be sent to Takasbank:
  - a) by the Tenderer to the Banks/Insurance Companies; and, if the request is accepted, by the Banks/Insurance Companies via ETMP/SBM;
  - b) by the recipient administration via TKTYP.

- (3) The requests of extension of the validity period sent by contracting authorities to the system are fulfilled in two stages, i.e. entry (doer) and approval (checker). Unapproved requests are not accepted by Takasbank. The instructions not approved within the same day are automatically cancelled by Takasbank.
- (4) In order for extension of the validity period of the electronic letter of guarantee by Takasbank after date and time of the procurement; the request for extension of the validity period received from the Banks via ETMP and from the insurance companies via SBM should match with the request for extension of the validity period approved by the contracting authorities. In case of a match, the validity period is updated in TKTYP.
- (5) If, until the date and time of procurement;
  - a) no tender has been submitted by the tenderer in electronic procurements; and if the request is only transmitted by the Tenderer to the Banks/Insurance Companies without any request from the contracting authorities and then by the Banks/Insurance Companies to Takasbank, by being accepted, via ETMP/SBM ; the validity period shall be updated in TKTYP.
  - b) In case of procurements where tenders are not received electronically; if a request is only transmitted by the tenderer to the Banks/Insurance Companies without any request from contracting authorities', and then by the Banks/Insurance Companies to Takasbank, by being accepted, via ETMP/SBM; then, the validity period is updated in TKTYP.
- (6) In case of electronic procurements, the validity period shall not be updated if the tender has already been submitted by the tenderer before the date and time of the procurement.

### **Registration as revenue of Electronic Letters of guarantee submitted as tender security**

**Article 15-** (1) The procedures regarding the registration as revenue are initiated through TKTYP upon the request of the relevant recipient authority.

- (2) The requests are forwarded to the system in two stages, i.e. entry (doer) and approval (checker). Unapproved requests shall not be sent by Takasbank to the Banks via ETMP and to the insurance companies via SBM. The instructions not approved within the same day are automatically cancelled by Takasbank at the end of the day.
- (3) The IBAN of Contracting Authority, trade-name/title and amount details entered by the recipient authority into the system at the time of the request of revenue registration shall be sent by Takasbank to the Banks via ETMP and to the insurance companies via SBM.
- (4) Banks/insurance companies send the information on the acceptance or denial of the request by the to Takasbank via ETMP/SBM.
- (5) The Contracting Authority gives a payment confirmation through TKTYP, indicating that the amount to be registered as revenue has been received at the relevant account.
- (6) The requests of revenue registration should be submitted until 15:50 on full business days, and until 10:50 on half business days.
- (7) The requests of revenue registration to be sent by Takasbank to the Banks via ETMP and to the insurance companies via SBM shall be submitted until 13:50 on the last day of validity period at the latest. If the last day of the validity period falls on half business day; the request shall be sent via ETMP/SBM within the working hours specified above on the previous working day.
- (8) Instruction of registration of revenue for the electronic letters of guarantee submitted as tender security past due date shall not be submitted.
- (9) The Contracting Authority shall have discretion to decide on revenue registration of collaterals; Takasbank does not have any responsibility in relation to such discretion.

### **Monitoring of collaterals**

**Article 16-**(1) Electronic letters of guarantee submitted as tender security sent as collateral can be instantaneously monitored by the tenderer who sends the collateral.

- (2) E-letters of guarantee submitted as tender security shall not be viewed until the opening time of the tenders. The contracting authorities can only have access to guarantee details after the opening time of tenders.
- (3) Takasbank users shall not access the detailed information about the electronic letters of guarantee on tenderer and procurement basis until the opening time of the tenders. Takasbank users can only have access to the amount of the electronic letter of guarantee submitted as tender security on REFNO basis.
- (4) All parties can have access to electronic letter of guarantee details to the extent they are authorized after opening of the tenders.

### **No seizure of guarantees**

**Article 17-** (1) The guarantees received for and on behalf of the contracting authority shall not be pledged, seized, included in the bankruptcy estate or subjected to any cautionary injunction under any circumstances within the scope of the Law.

## **CHAPTER FOUR**

### **Principles regarding Participation in Takasbank Public Collateral Management Platform and the Account Structure**

#### **Login to the TKTYP**

**Article 18-** (1) All processes regarding the acceptance, submission, return, registration as revenue, and extension of validity period of the electronic letters of guarantee submitted as tender security and all other processes are executed over the TKTYP within the scope of the Public Procurement Law.

- (2) The contracting authorities and tenderers shall have access to TKTYP through login over EKAP by using the user names and passwords defined in EKAP.
- (3) It is essential that all processes regarding electronic letters of guarantee accepted by Takasbank should be executed over TKTYP, except for any mandatory circumstances requiring otherwise.

#### **Generation of REFNO**

**Article 19-** (1) Before issuance of electronic letters of guarantee submitted as tender security that will be deposited within the scope of the Public Procurement Law, it is required that the tenderer should receive a REFNO by using TKTYP.

- (2) In case of partial procurements, separate REFNOs may be generated for each part; however, a single REFNO can be received for non-partial procurements.
- (3) Electronic letters of guarantee submitted as tender security sent with an invalid REFNO shall not be accepted.
- (4) Electronic letters of guarantee submitted as tender security erroneously sent to the valid REFNO shall be returned with the contracting authority's approval after the date and time of the procurement.
- (5) Despite the fact that the Contracting Authority returned the electronic letter of guarantee submitted as tender security, the tenderer, after the procurement date, is able to submit an electronic letter of guarantee in case the Contracting Authority demands a new collateral for any reason, only if the collateral is sent along with a REFNO which was produced for the said procurement before the

procurement date and time. . Otherwise, it is not possible to generate a new REFNO for the procurements whose date and time passed.

### **Account Structure**

**Article 20-**(1) Electronic letters of guarantee are monitored under the consolidated account for the collaterals of public procurement held at Takasbank. The details on the contracting authority and procurement basis shall be monitored on TKTYP.

## **CHAPTER FIVE**

### **Miscellaneous and Final Provisions**

### **Fees and Commissions**

**Article 21-**(1) The fees and commissions that will be applied for the services provided by Takasbank hereunder are determined by Takasbank.

- (2) Takasbank reserves its right to change, revise and update its fee tariff and collection methods at any time by sending a prior notice to the participants.
- (3) The Takasbank collateral management service fee for the electronic letter of guarantee submitted as tender security must be paid according to the fee schedule and method published on the Takasbank website. Electronic letters of guarantee submitted as tender security whose Takasbank collateral management fee is not paid on time according to the method determined and announced by Takasbank will not be accepted by Takasbank.
- (4) No fee or commission is refunded in case the relevant electronic letters of guarantee submitted as tender security is withdrawn by the tenderer or returned by the Contracting Authority after the acceptance of the electronic letters of guarantee submitted as tender security by Takasbank.

### **Extraordinary situations**

**Article 22-**(1) Takasbank is authorized to determine and take the necessary measures in case of existence of extraordinary circumstances that Takasbank deems are likely to adversely impact the collateral management processes. Takasbank shall notify such measures and practices to KİK as soon as possible.

- (2) The failure or inability to produce, verify or send the collaterals due to the problems arising from information processing systems shall not constitute an obstacle that may prevent the parties from fulfilling their responsibilities under the relevant legislation.
- (3) The failure to execute the processes regarding the return and registration as revenue of an electronic letter of guarantee submitted as tender security produced electronically for any reason whatsoever shall not relieve the parties of their responsibilities arising from the relevant legislation. The requests for return and revenue registration are submitted in writing. This shall not prevent the completion of the electronic process.

### **System Business Continuity**

**Article 23-**(1) The business continuity plan and disaster recovery rules of the System have been set forth with “Takasbank Business Continuity Directive” and the secondary regulations and continuity plans related to Takasbank Business Continuity Directive. Information on the general policy for business continuity is announced to the participants via Takasbank website.

### **Provisions to apply for any Issues not specified in the Procedure**

**Article 24-(1)** The provisions of the Law and the relevant legislation shall apply for any issues not specified in the Procedure.

### **Implementing Principles**

**ARTICLE 25 – (1)** Takasbank is entitled and authorized to interpret the provisions of this procedure, and to take decisions by considering also the general provisions for any issues not specified or clarified herein.

### **Announcements**

**Article 26-(1)** The amendments related with the issues covered hereunder shall be announced over the website of [www.takasbank.com.tr](http://www.takasbank.com.tr).

### **Entry into Force**

**Article 27-(1)** The Procedure shall enter into force on the date of its publication.

### **Execution**

**Article 28-(1)** The provisions of the Procedure shall be executed by the General Manager.



# BANKALARIN KAMU İHALE KANUNU KAPSAMINDA DÜZENLEYECEKLERİ VE TAKASBANK'A İLETECEKLERİ GEÇİCİ ELEKTRONİK TEMİNAT MEKTUPLARINA İLİŞKİN BANKA KULLANICI KILAVUZU

Kamu İhale Kanunu kapsamında idarelerce kabul edilen geçici elektronik teminat mektuplarının (geçici e-teminat mektubu) Takasbank üzerinden iletilmesi durumunda, sürece ilişkin İş akışı ve Uygulama Esaslarına aşağıda yer verilmiştir.

## 1. İŞ AKIŞI

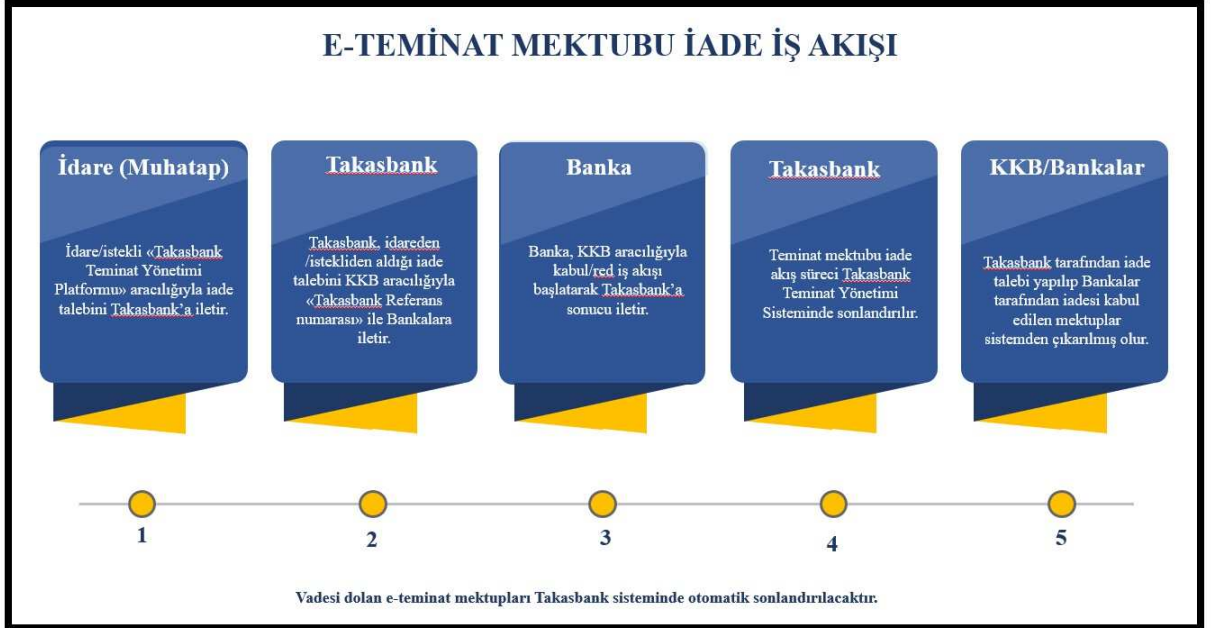
### A. E-Teminat Mektubu Oluşturma ve Kabul İş Akışı



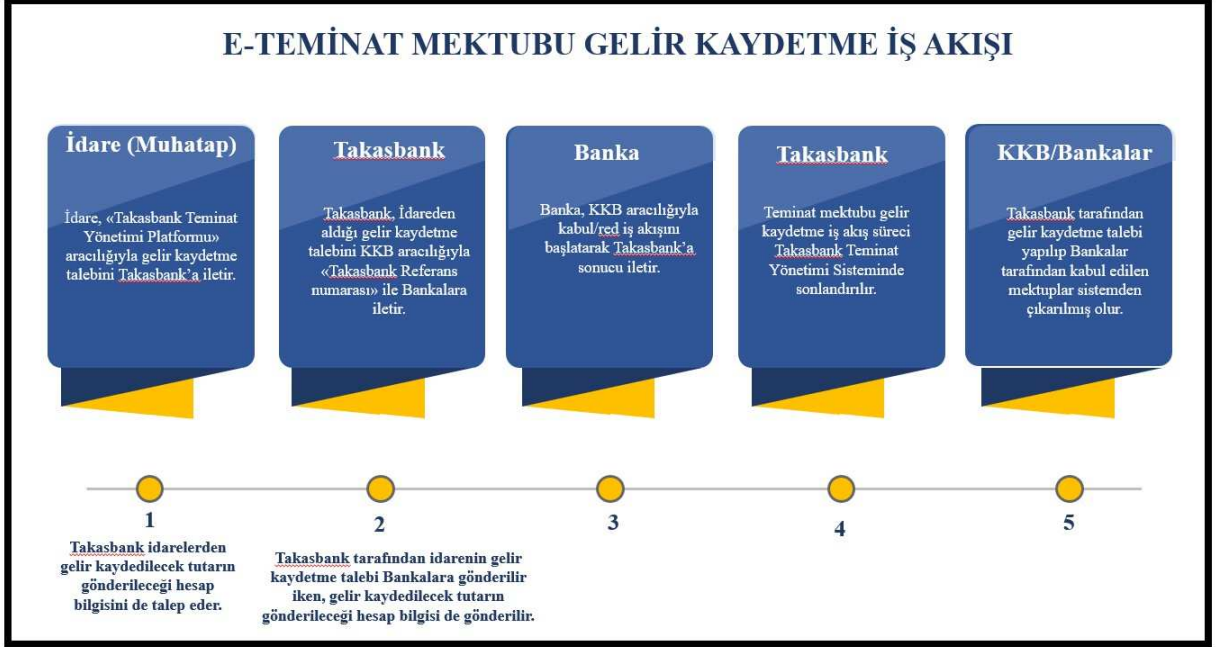
## B. Vade Uzatma İş Akışı



## C. İade İş Akışı



## D. Gelir Kaydetme İş Akışı



## 2. UYGULAMA ESASLARI

### A. E-Teminat Mektubu Oluşturma ve Kabul

- Geçici e-teminat mektubu *oluşturulmadan önce*, isteklinin Takasbank Kamu Teminat Yönetim Platformu'ndan teminatın türüne göre (geçici) “**Takasbank Referans Numarası**” üretmesi ve üretilen referans numarasını Bankalara geçici e-teminat mektubu *oluşturulma aşamasında bildirmesi* önem arz etmektedir. Takasbank referans numarası olmadan düzenlenen geçici e-teminat mektuplarının Takasbank'a iletilmesi durumunda; geçici e-teminat mektubu Takasbank tarafından teminat olarak kabul edilmeyerek Bankalara hata mesajı dönülecektir.
- Bankalar tarafından oluşturulan geçici e-teminat mektuplarında, Kamu İhale Kurumu mevzuatlarında yer alan *metin içeriklerinin değiştirilmesi mümkün değildir*.
- Geçici e-teminat mektubu düzenlenirken *Bankalar tarafından iletilen geçici* e-teminat mektubundaki *lehtar bilgisi (TCKN/VKN)* ile *EKAP sisteminde tanımlı olan lehtar bilgisi* aynı olmalıdır. Aksi halde Takasbank tarafından geçici e-teminat mektubu kabul edilmeyerek Bankalara hata mesajı dönülecektir.
- Takasbank tarafından kabul edilen geçici e-teminat mektuplarında *vade uzatma işlemi dışında güncelleme* yapılamaz.

### B. Vade Uzatma

- Takasbank tarafından *Bankalardan gelen vade uzatma talepleri ile idarelerden gelen vade uzatma taleplerinin eşleşmeleri durumunda*, isteklinin vade uzatma talebi kabul edilecektir.

- **Bankalar tarafından**, isteklinin ihale tarih ve saati sonrasında gelen vade uzatma taleplerinde; **öncelikle idarelere talepte bulunması ve sonrasında talebin idareler tarafından Takasbank'a iletilmiş olması kaydıyla** kabul edilebileceği konusunda, **istekliye uyarıda bulunulması** faydalı olacaktır.
- Takasbank'a iletilip hata dönen geçici e-teminat mektuplarının Bankalar tarafından da vade uzatımlarının **yapılmaması** önem arz etmektedir.

### C. İade ve Gelir Kaydetme

- **Takasbank referans numarası ile düzenlenerek** Takasbank tarafından kabulü yapılmış olan geçici e-teminat mektuplarına ilişkin **iade ve gelir kaydetme talepleri**, sadece Takasbank tarafından Bankalara iletilecektir. İdare ya da istekliden geçici e-teminat mektuplarına ilişkin Takasbank dışında **herhangi bir elektronik ortamdan iletilen** direkt taleplerin Bankalarca kabul edilmemesi gerekmektedir.
- **Vadesi dolan geçici e-teminat mektuplarının iade talepleri Bankalara gönderilmeyecek olup**, geçici e-teminat mektubu Takasbank sisteminde otomatik sonlandırılacaktır.
- Takasbank tarafından kısmi iade ve gelir kaydetme talebi iletilebilir.
- Gelir kaydetme talepleri geçici e-teminat mektubunun düzenlendiği para birimi ile Bankalara iletilecektir.
- Gelir kaydetme talepleri Takasbank tarafından; gelir kaydedilmesi talep edilen tutarın gönderileceği hesap bilgisinin idarelerden alınması suretiyle, KKB aracılığı ile Bankalara iletilir.

### D. Takasbank Teminat Yönetim Hizmeti Ücreti Tahakkuk, Tahsilat ve Raporlama

- Takasbank Kamu Teminat Yönetim Platformu'na Takasbank referans numarası ile gönderilen geçici e-teminat mektupları üzerinden alınacak ücretler; geçici e-teminat mektubunu düzenleyen Bankalara tahakkuk ettirilir.
- Bankalar, Takasbank nezdindeki 70-1 nolu komisyon hesaplarına tahakkuk ettirilen "**Takasbank Teminat Yönetim Ücreti**"ne ilişkin detay bilgilere REFNO ve geçici e-teminat mektubu numarası bazında **Takasbank Üye Web/Kamu Teminat Yönetim İşlemleri/Raporlar/Komisyon İzleme Ekranı** aracılığıyla erişebilir.

***(\*) Daha fazla detay ve sorularınız için iletişim bilgilerimiz:***

***e-posta: kamutemicg\_kik@takasbank.com.tr***

***Telefon: 0212 315 22 06 - 0212 315 23 67 - 0 212 315 21 93***

**İSTANBUL TAKAS VE SAKLAMA BANKASI A.Ş.****TEMİNAT YÖNETİM HİZMET BEDELİ PROTOKOLÜ****1-TARAFLAR**

İşbu protokol .....  
..... adresinde yerleşik  
..... A.Ş. (Şirket) ile  
diğer tarafta Reşitpaşa Mahallesi Borsa İstanbul Caddesi No:4 34467 Sarıyer İstanbul  
adresinde yerleşik İstanbul Takas ve Saklama Bankası A.Ş. (Takasbank) arasında  
akdedilmiştir. Şirket ile Takasbank birlikte taraflar ayrı ayrı taraf olarak anılacaktır.

**2-AMAC**

İşbu protokolün amacı, Takasbank Kamu Teminat Yönetim Platformu üzerinden kabul edilen teminatlara ilişkin teminat veren kişi ve kurumlardan alınacak “Takasbank Teminat Yönetim Ücreti”nin ödenmemesi nedeniyle teminata konu varlıkların kabul edilmemesini önlemek ve bundan kaynaklı doğacak olan operasyonel iş yükünün azaltılmasını sağlamaktır. İşbu protokol ile şirketiniz müşterilerinin düzenlenen ihalelerle ilgili yaşanması muhtemel sorunların ortadan kaldırılabilmesi amacıyla teminat yönetim hizmet bedellerinin müşterilerinizden şirketiniz tarafından tahsil edilmek suretiyle her ayın sonunda Takasbank’a müşterileriniz adına ödenmesine ilişkin hususları düzenlemektir.

**3-BANKA/SİGORTA ŞİRKETİNİN YÜKÜMLÜLÜKLERİ**

3.1 Banka/Sigorta Şirketi/Aracı Kurum; müşterilerinin Takasbank Kamu Teminat Yönetim Platformu üzerinden kabul edilen teminatlara ilişkin olarak ilgili kurum ve kuruluşlara sunulacak olan Takasbank referans numarası ile düzenlenen ve/ya Takasbank teminat yönetim sistemine müşteriler adına ileteceğimiz teminata konu varlıklar nedeniyle müşterilere [www.takasbank.com.tr](http://www.takasbank.com.tr) adresinde yer alan ücret tarifesinde belirlenmiş olan tutar ya da oran üzerinden hesaplanmak suretiyle tahakkuk ettirilecek olan kamu teminat yönetim hizmet bedellerini müşterilerinden tahsil etmek suretiyle her ay sonunda Takasbank tarafından hesaplanacak tutarı Takasbank’a ödemeyi kabul, beyan ve taahhüt eder.



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#### 4. GİZLİLİK

Taraflar birbirleri ve müşterilerine ilişkin edinmiş oldukları bilgilerin gizli bilgi olduğunu; bu bilgileri protokolün amacı dışında kullanmayacaklarını, kanunen açıkça yetkili olanlar dışında üçüncü kişilerle paylaşmayacaklarını, açıklamayacaklarını, yaymayacaklarını kabul beyan ve taahhüt ederler.

#### 5. UYUŞMAZLIKLARIN HALLİ

İşbu protokol ile ilgili uyuşmazlıkların çözümünde İstanbul Merkez Mahkemeleri ve İcra Daireleri yetkilidir.

#### 6. TEBLİGAT

Taraflar protokolda belirttikleri adreslerinin tebligat adresleri olduğunu, bu adreslerde meydana gelecek değişikliğin diğer tarafa bildirmedikçe bu adreslere yapılacak olan bildirimlerin tüm sonuçlarıyla bağlı olduklarını kabul ve beyan ederler.

**TAKASBANK** adına;

İmza + Kaşe : .....  
Adı Soyadı : .....  
Ünvan : .....

.....A.Ş. adına

İmza + Kaşe : .....  
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## İSTANBUL TAKAS VE SAKLAMA BANKASI A.Ş.

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