



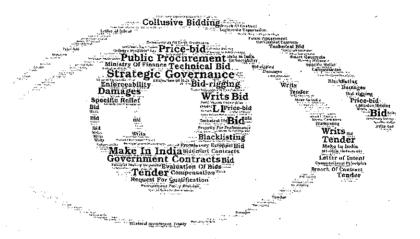


#### NLSIU-CEERA-NPC

# THREE-DAY CERTIFICATE COURSE

ON

# "PUBLIC PROCUREMENT, TENDERING AND LAW RELATING TO GOVERNMENT CONTRACTS"



#### **ORGANISED BY**

NATIONAL LAW SCHOOL OF INDIA UNIVERSITY,

CENTRE FOR ENVIRONMENTAL LAW, EDUCATION, RESEARCH AND ADVOCACY [CEERA], BENGALURU

IN COLLABORATION WITH

THE NATIONAL PRODUCTIVITY COUNCIL
NEW DELHI

AT

Venue: NLSIU Campus, Nagarbhavi, Bengaluru

ON

Date: September 12 to 14, 2019







#### NLSIU-CEERA-NPC

# THREE-DAY CERTIFICATE COURSE

# "PUBLIC PROCUREMENT, TENDERING AND LAW RELATING TO GOVERNMENT CONTRACTS"

#### About the Course

Contract being agreements enforceable by law, offers personal rights, and imposes personal obligations, which the law protects and enforces against the parties to the agreement. A contract to which The Central Government or a State Government, or its affiliate is a party is camouflaged under the covers of being a 'Government Contract'.

In law in India, with the Indian Contract Act 1872 in the background, does not prescribe any special procedure for execution of contracts. However, the position of law relating to execution of Government Contracts is well-defined in accordance with Article 299 of the Constitution of India. However, it does not necessarily imply that the provisions of the Indian Contract Act have been superseded completely; yet the formalities as imposed by Article 299 and the strict compliance of the same have been regarded by some as extremely inconvenient and restrictive government operations in practice, due to the procedural requirements. Consequently, the Courts have in the manner of delivering judgements mitigated the rigours of the formalities contained in Article 299(1), and have enforced contracts upon substantial compliance, and not strict compliance with the requirements of Article 299(1) of the Constitution of India.



aggrieved party for the damages suffered. Therefore, it is indispensable for the State to act in fairness even in contracts with private parties, where there is an involvement of administrative machinery.

The Government, post liberalisation and globalisation, has ventured into practices that were hitherto unexplored such as Public-Private Partnerships. The Increase in private partaking with the governments in areas such as oil fields exploration contracts, defence equipment manufacturing, infrastructure and other key fields has thrown open several challenges, procedural and substantial, over time. Few other areas that have witnessed key issues in procurement issues and contractual irregularities, furthering them into long legal battles have been those of Highways, Power Sector, Airports, Defence Procurements and Manufacturing, Oil and Gas et. Cetera. Further, the recent window for private participation in manufacturing

units is in the Nuclear Energy sector, wherein few private players are engaged in the supply of minorkey components in the setting-up of civil nuclear facilities in the country. Tendering and bidding procedures are held in each case and since the opening of the tenders, the procurement process starts for all government contracts. This course also aims chiefly to work on the better understanding of the participants in the respective manner.

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Taking into account the increasing participation of private players in such areas and multiple bjectivity. Government contracts being executed, it becomes essential to understand the processes, legal ithout a sp perspectives and challenges faced by multiple stakeholders while entering into and in the execution of such contacts.

The Three Day Professional Certificate Course on 'Public Procurement, Tendering And Law Relating To Government Contracts' will analyse the law, policy, issues and have the law, and ha framework relating to government contracts from a legal, constitutional, industry and compliance perspective, thereby providing a broader outlook that aids and articulates contractual decision making. The objective of the programme is to introduce and facilitate the understanding of the subject by means of Case Studies which will enable the better understanding of technical know-how and catering to the specialised needs of the participants

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respective of whether private or Government, contracts in India are governed by the Indian Contract Act, 1872, Specific Relief Act, 1963 the Sale of Goods Act, 1930 Competition Act, 0002. including the CVC and CAG Guidelines, issued from time to time and various supreme Court Judgements forming the so called law on tenders'. Execution of high value contracts by the government, though, is an administrative function; It involves procedural formalities based on which the challenge to the validity on the legality and fairness, before he Courts, are a continual affair. Insofar as the awarding of commercial contracts to the rivate entities is concerned, the government is duty bound to observe certain procedures uch as the tender process while exercising its administrative powers, and more specifically here the distribution of public resources is involved, Auction method is the norm. evertheless, parties to the contract are bound by the contractual terms which confer rights and duties to each party and the same can be made enforceable against the defaulting party. he fundamental principles underlying the government contracts are reasonableness and tionality, which form a part of the essential element as provided for under Article 14 of the onstitution of India wherein, the government exercising administrative power even in intractual matters must avoid arbitrariness bearing the objective of larger public interest in ind.

ie Government, including State and its instrumentalities are vested with the duty to act arly and reasonably for the benefit of public and therefore, cannot act arbitrarily by entering o contractual relationship with any person by negating the norms of fairness and eas and multiple ectivity. The interest of public being paramount, its departure from regular procedures. processes, legal shout a speaking order or reasoned decision, may be regarded as an arbitrary action.

> Violations or breach of contractual terms by the State may be a matter of challenge under Writ Jurisdictions before the High Courts or the Supreme Court, wherein the intervention of the Courts of Record have been noted with a view to rectify the actions of the state. The Government is not immune to the liabilities arising out of the contracts, wherein the state is a defaulting party. In such cases, the state may be held liable to compensate the

#### NLSIU-CEERA-NPC



Course Co-ordinators, setting Foot-Prints:

#### DR. AMITA PRASAD, IAS

Additional Secretary (GoI) Director General, National Productivity Council, New Delhi.

### DR. SAIRAM BHAT

Professor of Law, National Law School of India University (NLSIU), Bengaluru;

Coordinator, Centre for Environmental Law Education, Research and Advocacy (CEERA), NLSIU, Bengaluru

#### About NLSIU

The National Law School of India University, the Nation's premier law university, came into existence through a Notification under the National Law School of India University Act (Karnataka Act 22 of 1986). It signified the culmination of efforts by the Judiciary, the Bar Council of India, the Karnataka Bar Council, the Bangalore University and the Government of Karnataka to reform legal education and to establish a centre of excellence for legal education and research in India.

The Law School has undertaken many research projects funded by the UGC, the Government of India, the Government of Karnataka, the Department of Women and Child Development UN agencies, the World Bank, HIVOS, Department of Justice etc. The Projects have served to strengthen research and teaching at the Law School. The National Law School of India 4. Enforcem University since its inception has taken proactive steps in organizing conferences, seminars. workshops, refresher courses and certificate courses to update academicians, law teachers students, industry personnel in different subject areas.

#### About CEERA

Centre for Environmental Law Education, Research and Advocacy (CEERA), established in 1997 is a benefactor of the Ministry of Environment and Forest (MoEF), Government Karnataka, the Bar and the Bench in India and several Institutions and Universities in India and abroad.

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#### The Course will

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www.nlspub.ac.in

from the government sectors, to delve into the law, policy and practice on Government Contracts, in general, and more specifically the process of public procurement and tenders.

The Course will involve presentations, discussion and training on the following themes:

- 1. Introduction to Contract Law and Government Contracts
  - o Contracting with the Government in India: Law, Policy and Practice
  - Essential Features of a Government Contract: Law on Tendering; Due
     Diligence Practice in Calling for Tenders. Legislations like KTPP Act
  - o Rights & Responsibilities of Government vis-à-vis Contractual Liability of the State: Constitutional and Legal Perspective
- 2. Negotiation Process of Government Contracts: Swiss-Challenge Method, CVC and CAG Guidelines
  - o RFQ, Tender
  - o L1. Consortium bid. Negotiation with L1.
  - o Blacklisting
- 3. Drafting of Government Contracts:
  - Challenges to Drafting of Contracts: Letter of Intent vis-à-vis Memorandum of Understanding
  - o Purchase/work order
  - Agreements
  - o Drafting of Critical Clauses to Government Contracts and their Interpretation.
  - o Inco Terms
- 4. Enforcement of Government Contracts:
  - o Different Modes of Enforcement of Contractual Performances
  - Earnest Money Deposits, Liquidated Damages, and Bank Guarantees.
  - Amendment, Modification and Re-negotiation of Contracts
- 5. Public Private Partnership Contracts in India
  - PPP Models
  - Case-Studies of Successful Models of PPP in India

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first e-Journal – Journal on Environmental Law, Policy and Development and manages two websites viz., www.nlsenlaw.org, wherein the law and policy on Environment is regularly updated, and www.Nlsabs.com, a dedicated portal wherein the law and policy on Access to Benefit Sharing is updated periodically.

#### Who May Attend the Course?

- Government Officers, Officers of Public Sector Undertakings
- Lawyers, Academicians, consultants
- Representatives from Companies and other Institutions
- Representatives of Governing and Regulatory Bodies
- Industry Professionals, including Contract Managers

#### Course Fees (per participant)

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Course Fees may be paid by DD drawn in favour of National Law School of India University insistently been and sent along with the Registration Form attached herewith or through NEFT transfer, as per oneering research the bank details given below. Once the NEFT is done, the participant(s) must send the BANK eccessfully be grat TRASNACTION ID to susheela@nls.ac.in

### Last Date for Registration: 24th August 2019.

Registration fee covers the following: Admission to all sessions, reading material Tea/Coffee and lunch. Breakfast and Dinner shall be provided only to residential participants

#### Boarding/Lodging/Accommodation:

Participants will need to make their own arrangements for boarding/lodging.

Residential Participants will be provided accommodation on campus, on first come first serve basis. The rooms at the NLSIU Training Centre are Air conditioned with TV and other ERA has also made

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# IU-CEERA-NPC

and manages two wilding an environmental law database, effectively nent is regularly tworking among all stakeholders, building up an icy on Access to avironmental law community and policy research in area of environment are CEERA's hiectives.

> achieve the aforesaid, CEERA has incessantly and eccessfully been able to build functional and refessional linkages, CEERA attempts to build inctional and professional linkages with government encies and non-governmental organisations in India, South Asian Region and at International levels. handling and furthering India's from vironmental conservation work involving policy alysis, campaigning, community capacity building level intervention strategic critical vironmental issues, CEERA serves source centre for environmental law teaching and search for both the bachelors and masters courses at LSIU.



Looking back only to leap forward: A memoir of few initiatives of CEERA dealing with Law of Contracts

e Centre, established in the early 1990s, has f India University insistently been associated with some of the

FT transfer, as per oneering research work in all of educational institutions in the country. One of the first to st send the BANK cossfully be granted a World Bank project and thereafter being a steady choice for the histry of Environment Forest and Climate Change, CEERA has been entrusted with some the most fundamental training of important Forest Officers, Revenue Officers, Officers of Central Pollution Control Board and also of the Government of Karnataka, the Centre has reading material, in approached steadily for carrying out effective research and conduct effective training ential participants. grammes. CEERA is proud to have been consistently associated with and has become a ferred resource centre for carrying out research and training programmes in the most ective and constructive manner. CEERA also organises, annually, a UGC recognized, week Law Teacher's Refresher Course for the past few years.

ith TV and other RA has also made several publications in the area of environmental law, the law and lic policy along with Newsletters, CEERA March of the Environmental Law, NLSIU's

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#### THREE-DAY CERTIFICATE COURSE ON "PUBLIC PROCUREMENT, TENDERING AND LAW RELATING TO **GOVERNMENT CONTRACTS"** REGISTRATION FORM PART-A: DETAILS OF PARTICIPANT

Dinner for the d Further, Particin 5:00 P.M. on 11

facilities, includ

(Kindly tick the Appropriate		Code of Conduc
Title)		NLSIU does not
Company/ Organization/School/College		sessions is mand
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Designation:		Won-Participants
Office Address:		Any request for s
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Email:		resentation made
Contact No.:		Specialist Association
a) Mobile:		or Further Deta
b) Work:		Ms. Susheela Sur
Payment details	DD No. and Date:	mail: susheela@1
	NEFT Transaction ID and Date:	Temperature and the second and the s
Boarding/Lodging Facility (Single/Twin-Sharing)		
	ENT OF REGISTRATION FEE DETAILS	Washington and the second

NEFT Transaction ID:

**NEFT Transaction Date:** 

Amount:

Kindly send a scanned copy of the Registration Form and NEFT Transaction ID to Ms. Susheela at email id: susheela@nls.ac.in.

The original document of the Registration Form shall be sent via courier/post to:

Ms. Susheela

CEERA, NLSIU

PO Bag 7201, National Law School of India University,

Nagarbhavi, Bengaluru 560 072

-CEERA-NPC www.nlspub.ac.in facilities, including a gym. The Residential costs shall include the provision of Breakfast and **VG TO** Dinner for the duration of the course. Further, Participants are requested to plan their itinerary to arrive at the Venue not prior to 15:00 P.M. on 11th September, 2019 and depart latest by 12:00 P.M. on 15th September, 2019. Code of Conduct expected from the participants NLSIU does not permit smoking or consumption of liquor on campus. Attendance to all the essions is mandatory for issue of certificate. Participants, seeking accommodation at Venue are requested to refrain from accompanying with their spouse at the Venue. The Organisers notify that any request for accommodation for Non-Participants will not be entertained. my request for sightseeing/local shopping will not be encouraged. leading material shall be sent only in softcopy format. resentation made by the speakers may be shared only if the speakers agree for the same. or Further Details, Please Contact ls. Susheela Suresh, ecretary, CEERA, NLSIU mail: susheela@nls.ac.in Sd/-PROF. [DR.] SAIRAM BHAT Coordinator, CEERA Professor of Law, NLSIU DETAILS on ID to jost to:

Page 9 of 11

# ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

#### **DETAILS OF ACCOUNT HOLDER:**

NAME OF ACCOUNT HOLDER	DIRECTOR NLSIU SCHEMES AND PROJECTS
COMPLETE CONTACT ADDRESS	NATIONAL LAW SCHOOL OF INDIA UNIVERSITY, P.B.NO.7201, NAGARBHAVI, BANGALORE - 560 072
TELEPHONE NUMBER/FAX/MAIL	23213160, 23160532, 23160533 / Fax 23160534 / registrar@nls.ac.in
PAN	AAAJN0185F

#### BANK ACCOUNT DETAILS: -

BANK NAME	CORPORATION BANK	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	NLSIU BRANCH, NLSIU CAMPUS, NAGARBHAVI, BANGALORE - 560 072, Ph.: 080- 23218130 & 23218115 EMAIL - cb2144@corpbank.co.in	
IFSC CODE / NEFT CODE / RTGS CODE / BRANCH CODE	CORP0002144	
YPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	SAVINGS BANK	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	520101045115075	
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4. Other Specific compliance to be called for

Certified that the bill fulfills / does not fulfil the statutory & other requirements noted above and GFR 2017; hence Recommended for Payment

Other observations not listed above:

Pre-Auditor

Authority: SS = Social Security; TDS = Tox Deducted at Source. FY = Financial Year; IT = Income Tox

FOR USE IN ACCOUNTS SECTION

YES/NO V

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#### RASHTRIYA SANSKRIT VIDYAPEETHA:TIRUPATI

/Estt/NT/USR/Depu/NLSIU-CEERA/

Date:31.07.2019

#### **OFFICE ORDER**

RS Vidyapeetha – Establishment – Deputation of Sri U.Sambasiva Rao, Assistant Registrar(F&A) to NLSIU-CEERA- National Productivity Council, New Delhi 3 day Certificate Course at NLSIU campus, Bengaluru from September 12 to 14, 2019-Regarding.

Note approval dated 17.07.2019.

vice Chancellor is pleased to depute Sri U.Sambasiva Rao, Assistant Registrar(Finance & s) to attend "Three Day Certificate Course on "Public Procurement, Tendering and Law o Government contracts" organized by National Law School of India University, Centre for mental Law, Education, Research and Advocacy(CEERA), Bengaluru in collaboration with The Productivity Council, New Delhi which will be held at NLSIU campus, Nagarbhavi, Bengaluru ptember 12 to 14, 2019.

ourse fees INR Rs.30,000/-(Rupees Thirty thousands only) per participant (Residential Twin along with TA and DA will be paid as per rules. He shall submit attendance report to the

gned after his return to the duty.

ambasiva Rao, Registrar(Accounts & Finance), Sanskrit Vidyapeetha,

Sairam Bhat, ator, CEERA, of Law, NLSIU, Bangalore.

ils email:susheela@nls.ac.in

uty Registrar nce & Accounts) n&Estt); AR(Acad);AR(Exams) PS to Registrar; PS to FO Ic lfile

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Course Fie may be met by Obtaining BEIRTGS/PFWS from GIAAIC

FO-1c Santion order

Sanction is hereby accorded for payment of Rs.30,000/- + GST @ 18% amounting to Rs.5,400/- total Rs.35,400/- from GIA payable to Mational Law School of India/University towards the participation fee for the deputed official vide 00 No.RSVT/Estt/NT/USR/Depu/NLSIU-CEERA, dt.31-07-2019.



Registrar i/c



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