

## UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LTD.

## (A Government of Uttar Pradesh Undertaking)

Regd. Office: SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226 002

## **Corrigendum 03 dated 24-12-2024**

With reference to tender no. UPMSCL/Drugs-223/25 dated 14 November, 2024, a corrigendum is being issued as follows:

## **A-Technical Corrigendum**

Reference of	<b>Existing Tender Condition</b>	Revised Tender Condition
<b>Tender Document</b>		
<b>Tender Condition:</b>	1. If dispute or difference of any kind	1. If dispute or difference of any kind
Section III,	shall arise between the Tender Inviting	shall arise between the Tender Inviting
Conditions Of Contract	Authority/Purchaser and the successful	Authority/Purchaser and the successful
Clause 21,	bidder in connection with or relating to	bidder in connection with or relating to
Resolution of Disputes,	the contract, the parties shall make every	the contract, the parties shall make every
	effort to resolve the same amicably by	effort to resolve the same amicably by
	mutual consultations.	mutual consultations.
	2. If, after thirty (30) days from the	2. If, after thirty (30) days from the
	commencement of such informal	commencement of such informal
	negotiations, the Purchaser and the	negotiations, the Purchaser and the
	Supplier have been unable to resolve	Supplier have been unable to resolve
	amicably a Contract dispute, either the	amicably a Contract dispute, either the
	Tender Inviting Authority/Purchaser or	Tender Inviting Authority/Purchaser or
	the successful bidder/Supplier may give	the successful bidder/Supplier may give
	notice to the other party of its intention	notice to the other party of its intention to
	to commence arbitration, as provided by	commence arbitration, as provided by the
	the applicable arbitration procedure and	applicable arbitration procedure and shall
	shall be as per the Arbitration and	be as per the Arbitration and Conciliation
	Conciliation Act, 1996.	Act, 1996.
	3. In the case of a dispute or difference	3. In the case of a dispute or difference
	arising between the Tender Inviting	arising between the Tender Inviting
	Authority/Purchaser and a	Authority/Purchaser and a
	bidder/Supplier relating to any matter	bidder/Supplier relating to any matter
	arising out of or connected with the	arising out of or connected with the
	contract, such dispute or difference shall	contract, such dispute or difference shall
	be referred to a sole arbitrator as	be referred to a sole arbitrator as

Reference of	<b>Existing Tender Condition</b>	Revised Tender Condition
Tender Document		
	mutually decided by the parties. The	mutually decided by the parties. The fees,
	fees, if any, for the arbitration including	if any, for the arbitration including
	arbitrator fees, if required to be paid	arbitrator fees, if required to be paid
	before the award is made and published,	before the award is made and published,
	shall be borne equally by both parties.	shall be borne equally by both parties.
	The Arbitrator's award shall be final and	The Arbitrator's award shall be final and
	Conclusive.	Conclusive.
	4. Seat of Arbitration: The seat of	4. Seat of Arbitration: The seat of
	arbitration shall be at Lucknow, Uttar	arbitration shall be at Lucknow, Uttar
	Pradesh, India. Courts of Lucknow shall	Pradesh, India. Courts of Lucknow shall
	have exclusive jurisdiction.	have exclusive jurisdiction.
	5. The language of Arbitration shall be	5. The language of Arbitration shall be
	English language and shall be governed,	English language and shall be governed,
	construed in accordance with applicable	construed in accordance with applicable
	Indian laws.	Indian laws.
		6. In the event of any dispute arising
		out of the Bid or orders such dispute
		would be subject to the jurisdiction of
		the Courts of Lucknow.

All other terms & conditions of the tender document shall remain same.

MANAGING DIRECTOR UPMSCL