



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

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	<p>mutually decided by the parties. The fees, if any, for the arbitration including arbitrator fees, if required to be paid before the award is made and published, shall be borne equally by both parties. The Arbitrator's award shall be final and Conclusive.</p> <p>4. Seat of Arbitration: The seat of arbitration shall be at Lucknow, Uttar Pradesh, India. Courts of Lucknow shall have exclusive jurisdiction.</p> <p>5. The language of Arbitration shall be English language and shall be governed, construed in accordance with applicable Indian laws.</p>	<p>mutually decided by the parties. The fees, if any, for the arbitration including arbitrator fees, if required to be paid before the award is made and published, shall be borne equally by both parties. The Arbitrator's award shall be final and Conclusive.</p> <p>4. Seat of Arbitration: The seat of arbitration shall be at Lucknow, Uttar Pradesh, India. Courts of Lucknow shall have exclusive jurisdiction.</p> <p>5. The language of Arbitration shall be English language and shall be governed, construed in accordance with applicable Indian laws.</p> <p>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.</p>

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

**MANAGING DIRECTOR
UPMSCL**