

संचालनालय कोष लेखा एवं पेंशन छत्तीसगढ़

ब्लॉक-01, प्रथम तल, इन्द्रावती भवन, नवा रायपुर अटल नगर रायपुर

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शुद्धि पत्र (Corrigendum)

क्रमांक/सर्वर/cloud/05/2024/ 200 नवा रायपुर अटल नगर दिनांक 12/04/2024

संचालनालय कोष, लेखा एवं पेंशन छत्तीसगढ़ अंतर्गत ई-कोष के डाटा का Cloud में Migration हेतु जारी ई-निविदा क्रमांक/सर्वर/05/2024/7006 दिनांक 01/03/2024 (RFP FOR ENGAGEMENT OF MANAGED SERVICE PROVIDER FOR CLOUD BASED DC&DR FOR LIFTING & SHIFTING E-KOSH APPLICATION) System generated Tender No. 153598 के निविदा प्रपत्र की कड़िका :-

17.29 Applicable Law and Dispute Resolution page no. 134 point no. (iv) "Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court where the Purchaser is located in India. The venue and seat of the Arbitration should specifically be laid down in the Agreement.

The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation (Amendment) Act 2015 or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings (seat and venue) will be placed where the Purchaser is located in India. Arbitration Proceedings shall be held in English Language. Any legal dispute will come under the sole jurisdiction of the State jurisdiction of the Purchaser in India." के स्थान पर "Any dispute or difference whatsoever arising

between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of **Chhattisgarh**. The venue and seat of the Arbitration should specifically be laid down in the Agreement.

The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation (Amendment) Act 2015 or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings (seat and venue) will be placed **at Raipur, Chhattisgarh**. Arbitration Proceedings shall be held in English & Hindi Language. Any legal dispute will come under the sole jurisdiction of **Raipur, Chhattisgarh**. " पढ़ा जावे ।



अपर संचालक

कोष, लेखा एवं पेंशन