



इन्दौर विकास प्राधिकरण
INDORE DEVELOPMENT AUTHORITY

Request for Proposal (RFP)

**for selection of consultant for obtaining
consent to establishment from MPPCB
for Building construction / area
development project for various ida
schemes**

Issued By :-

Chief City Planner
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इन्दौर विकास प्राधिकरण
INDORE DEVELOPMENT AUTHORITY

No. : IDA/EPROC/2018-19/81

Date : 13-09-2018

MPIDA/TENDER NO 773 (1st Call)
SHORT TIME BRIEF NOTICE INVITING TENDER

Online tenders are invited for consulting services for selection of consultant for obtaining consent to establishment from MPPCB for Building construction / area development project for various ida schemes, Indore from experienced consultancy firms / institutions accredited by NABET-QCI/MoEF to prepare Online CTE Application for fulfillment of MPPCB requirements, GOI Consultancy firms / institutions shall have experience in Environmental Clearance and consents from state pollution control board in the field of Housing and Large Construction/Township and area development projects.

Tender documents can be purchased from website <https://www.mpeproc.gov.in>. Help manual can be seen on the portal of e-procurement system.

Sr. No.	Name of work	Earnest Money (Rs.)	Cost of tender form + GST (Rs.)	Time allowed for completion including/ excluding rainy season	Eligibility criteria	Last date & Time of Purchase Tender	Remarks
01	Request for Proposal (RFP) for Selection of Consultant for obtaining consent to establishment from MPPCB for Building construction / area development project for various IDA schemes	25000/-	2360/-	As specified in RFP documents	As specified in RFP documents	22-09-2018 upto 17:30	GST shall be paid seperately as per applicable rates. So Tender Rates should be quoted accordingly

Note :-

1. The Firms should have registration with employees provident fund and GST. Copy of registration is to be submitted along with tender document. In case if the firm is not having registration then an application for the registration will be also considered.
2. Amendments to NIT if any, would be published on website only, and not in newspaper.
3. Any type of exemption in Tender form fees / EMD will not be allowed and tender without tender form fees / EMD shall be rejected prima facie.

(R.K.Singh)
Chief City Planner
Indore Development
Authority,

Key Dates

TENDER TIME SCHEDULE

S.No.	IDA Stage	Contractor Stage	Key Dates & time
1	2	3	4
1.	Tender Preparation and release of NIT	-	13-09-2018 10:30
2	-	Purchase of tender Start Date & Time	13-09-2018 20:31
3	-	Tender Purchase Online End Date & Time	22-09-2018 17:30
4	-	Submit Bid Online End Date & Time	25-09-2018 17:30
5	-	Bid submission (Manually submission as per note below)	27-09-2018 17:30
6	Opening of EMD, Cost of tender document and Technical Bid.	-	27-09-2018 18:00
7	Financial/price Bid open date and time	-	29-09-2018 16:00

Note: Original EMD instrument in the name of Indore Development Authority, Indore & relevant documents should reach to Accounts Officer, Indore Development Authority, 7, Race Course Road, Indore M.P. By **27-09-2018 upto 17:30** through **Speed Post / Regd. Post A.D./Private Courier Services**. Authority will not be responsible for any Postal / Courier Service delays.

TERMINOLOGY

- 1) IDA : Indore Development Authority (Indore)
- 2) EIA : Environmental Impact Assessment
- 3) MoEF : Ministry of Environment and Forest
- 4) SEIAA : State Environmental Impact Assessment Authority
- 5) SEAC : State Level Expert Appraisal Committee
- 6) NOC : No Objection Certificate
- 7) MPPCB : Madhya Pradesh Pollution Control Board
- 8) CPCB : Central Pollution Control Board
- 9) CTE : Consent To Establishment
- 10) EMP : Environment Monitoring Plan
- 11) QCI : Quality Council of India
- 12) NABET : National Accreditation Board for Education and
Training
- 13) CGWA : Central Ground Water Authority

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for selection of consultant for obtaining consent to establishment from MPPCB
for Building construction / area development project for various ida schemes.

1.0 Scope of work :

The broad scope of work will include:

- 1) Carrying out site survey for assessing site conditions and collecting Environmental data for CTE online application.
- 2) Filling and submission of online application along with conceptual plan and EMP to MPPCB XGN Website.
- 3) Developing Environment Management plan to mitigate the likely impacts from proposed project.
- 4) Assisting and time to time follow up with Indore Development Authority for obtaining CTE from MPPCB
- 5) Providing technical assistance in all presentation & regulatory authorities such as MPPCB Head Office/R.O. Indore.
- 6) Assisting Indore Development Authority, Indore in responding to technical queries raised by MPPCB Bhopal (M.P.)
- 7) To deadline risk assessment of proposed project.

The consultant should also incorporate in the EMP report as per the EIA notification 2006 and amendment 2009 notification especially for Housing and Large Construction/Township and area development projects.

2.0 General:

- (i) Documents required by MPPCB for Consent to establishment shall be detailed as per the circulars issued by MPPCB, Bhopal.
- (ii) Detailed feasibility report including the, environmental and social details have to be furnished.
- (iii) A certificate from the Consultant must be submitted that they have been accredited by MoEF (List 'A') for Building / Construction / Area Development Projects.
- (iv) Consultant must have 3/5 years experience for such and submit inception year certificate.

3.0 General Information:

Consent to establishment from state pollution control board is essentially required after obtaining environmental clearance from MoEF & CC / SEIAA as per their respective categories. All Environmental Clearance conditions of construction phase have to be complied before start of the construction activities; accordingly based on this

consent application will be applied to the state pollution control board.

4.0 Introduction

Profile of the project: proponent, name and contact address, implementing organization organizational chart, project consultants etc. should be mentioned clearly.

Land description:- plot/survey numbers, village, tehsil, district, state and area of the land must be mentioned clearly.

Description of Centre /State / Local regulations and standards applicable for townships and area development projects should be discussed.

Any litigation(s) pending against the proposed project and / or any directions or orders passed by any court of law/any statutory authority against the project is to be detailed out.

5.0 Project Description

Essential Toposheets / Maps/ location details to be provided with application.

A map of the study area 5 km. from the boundary of the project area, delineating the major topographical features such as land use, drainage, locations of habitats, major constructions including roads, railways, pipelines, industries if any in the area are to be mentioned.

Details of environmentally sensitive places, land acquisition, rehabilitation of communities / villages, present status of such activities are to be mentioned.

Site Selection and Planning

The environmental impacts of construction and operation are established during the early phases of site selection and planning. Some Important factors for development, which should be addressed, are :

- Status of ownership of land
- The boundaries of the project area E/W/N/S directions
- A map that identifies the locations of all proposed development activities; and Proximity to local communities;
- Proximity to sensitive surface or ground water bodies.
- Compatibility with local building regulations
- Existing drainage pattern.

6.0 Project Description

All data to be considered in relation to Housing and Large Construction would be :

- Conceptual Plan
 - Project Description
 - Area/Built Up statement
 - Water & Waste Water Details
 - Rain/Storm Water Details
 - Municipal Solid waste details
 - Parking Details

- Landscape details
- Energy Management Details
- Fire Fighting Details

Environmental Management Plan

- 1) Air Environment Management Plan
- 2) Water Environment Management Plan
- 3) Biological Environmental Management Plan
- 4) Solid Waste Management Plan
- 5) Traffic Management Plan
- 6) Energy Management Plan
- 7) Fire Fighting Management Plan
- 8) Onsite Emergency Management Plan

7.0 ELIGIBILITY CRITERIA FOR CONSULTANT:

1. Consultancy firm should have experience more than 5 years in the field of providing consultancy for obtaining environment clearance projects of any Govt. Departments/ Semi Govt. Depts. / Development Authorities preferably for IDA / Housing Boards
2. Consultancy firm should have experience of obtaining environment Clearance / Consents for at least 02 area development and 05 building projects of any Govt. Departments/ Semi Govt. Depts. / Development Authorities/ Housing Boards.
3. To evaluate the project technically for the Consent purpose against Air/ Water & hazardous act. The consultant should have accreditation with Quality Council of India (QCI) / National Accreditation Board for Education and Training (NABET) for B category project particular in sector of Housing and Large Construction project/Township and Area Development Projects sector with certificate.

8.0 TIME FRAME :

The consultant should assist in obtaining CTE within three month from date of agreement, and day to day follow up from various competent authorities (if required)

- 1) MP Pollution Control Board
- 2) State Environmental Impact Assessment Authority (SEIAA)
- 3) Airport Authority of India
- 4) Town and Country Planning Department
- 5) Central Ground Water Authority.
- 6) Extra time limit will be granted on appropriate reasoning by the consultant.

8.0 SCHEDULE OF PAYMENT :-

The Consultant shall be paid professional fees in the following stages consistent with the work done.

Stage-1 Submission of CTE application and feasibility report to MPPCB -	25 % of the total fees payable.
Stage-2 On clearance of all queries raised by MPPCB during meeting & the project is recommended for grant of CTE - 35% payment	35% of the total fees payable .
Stage-3 After successful getting the CTE from MPPCB.	40% of the total fees payable

NOTE :- Interim payments may be made to the consultant on pro-rata basis within all stages, as decided by engineer-in charge.

9.0 PRICE SCHEDULING

Subject:- Consulting services for obtaining consent to establishment from MPPCB for Building construction / area development project for various ida schemes.			
S.No.	Description	To be filled in by the Tendere	
		Amount in Figure in Rs.	Amount in words in Rs.
1.	The rate quoted should be for Consulting services for obtaining consent to establishment from MPPCB for Building construction per scheme. (Including all Taxes but excluding GST.)		
2.	The rate quoted should be for Consulting services for obtaining consent to establishment from MPPCB for area development project per scheme. (Including all Taxes but excluding GST.)		

1. Performance Security Deposit @ 5% shall be deducted from the each bill of the consultant, which will be refunded after successful getting CTE.
2. Financial Proposals are to be submitted online only.
3. Fee structure and payment terms shall remain strictly as indicated above. Fee shall be quoted as a fixed amount in Indian Rupees. Conditional proposal shall be summarily rejected
4. The above quoted fee shall include all consulting services as per above scope of work.
5. All legal/ Government fees will be paid by Indore Development Authority as per MPPCB guideline for obtaining consents for Air and Water.
6. GST as applicable shall be payable separately.
7. The bids shall be evaluated on L-1 basis.
8. In case Authority decides to abandon the project for any reason, the payment of the consultant shall be restricted up to the Stage the services have actually been provided by the consultant.

10.0 Refund/release of Earnest Money and Performance Security

The performance security (Bank Guarantee) and earnest money will be released / refunded after getting the consent to establishment from MPPCB.

11.0 GENERAL CONDITIONS OF AGREEMENT

11.1 GENERAL PROVISIONS

DEFINITIONS :-

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

- a) "Agreement" means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications;
- b) "Applicable Law" means the laws and any other instruments having the force of law in the State of Madhya Pradesh as they may be issued and in force from time to time;
- c) "Currency" means the Indian Rupees;
- d) "Effective Date" means the date on which this Agreement comes into force and effect;

11.2 GENERAL CONDITIONS :-

- a) Power of Executive Engineer : The Executive Engineer does not bind himself to accept or to recommend for the acceptance the lowest or any tender or to give any reasons for his decision.
- b) Validity of offer : Tender shall remain valid upto 90 days from the date of receipt of tender and in the event of the tenderer withdrawing the offer before aforesaid date for any reason whatsoever, earnest money deposited with the tender shall be forfeited to the Pradhikari.
- c) **Execution Of Agreement** : The tenderer whose tender has been accepted (referred to as the contractor) shall execute the agreement in the prescribed form within ten days of the date of issue of communication of the acceptance of his tender. Failure to do so will result in Earnest Money being forfeited to the Pradhikari and tender being cancelled.
- d) The consultant should provide the qualification and experience of Expert working with the Firm /Consultant.
- e) Joint Ventures or Consortia are not permissible.

12.0 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultants. The Consultants, subject to this Agreement, have complete charge of Personnel and sub- consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

13.0 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Laws.

14.0 Headings The Headings shall not limit, alter or affect the meaning of this contract.

Notices :-

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the

Party to whom the communication is addressed, or when sent by registered mail, telex, speed post, Telegram or facsimile to such Party at the addresses specified hereunder: -

Employer: -----
Attention: -----
E-mail: -----
Fax: -----
Consultants:
Attention:
E-mail: _____ Phone: _____ Fax: _____

15.0 Taxes and Duties

The consultants and the personnel shall pay all the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this agreement and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

The conditions shown in the term of reference shall form the part of this agreement.

Anti corruption Policy

Definitions

- a) **“Corrupt practice”** means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of any party in the consultants selection process or in

contract execution;

- b) **“Fraudulent Practice”** means a misrepresentation or omission of facts in order to influence a selection process or the execution of the contract;
- c) **“Collusive practices”** means a scheme or arrangement between two or more consultants with or without the knowledge of the borrower designed to influence the action of any party in the consultants selection process or in contract execution;
- d) **“Coercive Practice”** means harming or threatening to harm directly or indirectly, person or their property to influence their participation in a consultant selection process or effect the execution of a contract.

Employer shall reject a proposal for award if it determines that the consultant recommended for award has directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question

16.0 Liability of Parties

This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

17.0 Modification

Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may only be made by written agreement between the parties.

18.0 Force Majeure Definition: -

For the purposes of this agreement, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.

Force Majeure shall not include

- (i) Any event which is caused by the negligence or intentional action of a party or such party’s sub-consultant or agent or employees,
- (ii) Any event which a diligent party could reasonably have been expected to both to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

19.0 No Breach of Agreement

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this agreement insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this agreement.

20.0 Measures to be taken

- a) A party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as it is reasonably practicable and shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

21.0 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

22.0 Extension of Time

Any period within which a Party shall, pursuant to this Agreement does not complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

23.0 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of services and in reactivating the Services after the end of such period.

24.0 Suspension

The Employer may by written notice to the Consultants, may suspend in whole or part the services, if any of the following events shall have happened and be continuing :- (i) if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

The Employer for any reasons beyond his reasonable control, may ask the consultant to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and conditions.

25.0 Termination By the Employer

The Employer may terminate the contract in case of occurrence of any of the events specified in this paragraph. In such an occurrences the Employer shall give not less than thirty (30) days written notice of termination to the consultant:

- a) If the consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension of this agreement hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- b) If the consultants (or if the consultants consists of more than one entity, if any of their partners) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings relating to this agreement;
- d) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60)days;
- f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- g) If the consultant, in the judgment of the Employer, was engaged in corrupt or fraudulent practices in competing for or in executing the agreement.

26.0 Cessation of Rights and Obligations

Upon termination of this Agreement hereof, or upon expiration of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Ghts and obligations as may have accrued on the date of termination or expiration,
- (ii) The obligation of confidentiality of this agreement hereof,
- (iii) The consultant's obligation to permit inspection, copying and auditing of their accounts and record of this agreement hereof,
- (iv) The consultant's obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the Employer, whereof, as a result of such default, and
- (v) Any right, which a party may have under the Applicable Law.

27.0 Cessation of Services

Upon termination of this agreement by notice of either to the other the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this

purpose to a minimum.

28.0 Payment upon Termination

Upon termination of this agreement, the Employer shall make the payment for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this agreement, to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Employer):

29.0 Disputes about Events of Termination

If either Party disputes on any matter, such party may, within forth-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration.

30.0 Obligations Of The Consultants Prohibition of Conflicting Activities

The Consultants shall not engage and shall cause their personnel not to engage, either directly or indirectly in any of the following activities:

(a) During the term of this agreement, any business or professional activities in the State of Madhya Pradesh, this would conflict, with the activities assigned to them under this Agreement.

31.0 Liability of the Consultants

The Consultant's liability under this agreement shall be as provided by the Applicable Law:

32.0 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall permit the Employer or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer .

33.0 Consultant's Actions requiring Employer's prior Approval

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Personnel as are listed in scope merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms of conditions of the Sub-Contract shall have been approved in writing by the Employer prior to the execution of the sub-contract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub- consultant and its personnel pursuant to this agreement;
- (c) Item, as may be specified.
- (d) Any other action as may be specified.

34.0 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in scope hereto, in the form, in the numbers and within the time period set forth in the said Annexure and also furnish specific data/information called for by the Employer as and when required.

35.0 Documents Prepared by the Consultants to be the Property of the Employer

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Employer under this agreement shall become and remain the property of the Employer. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

36.0 PAYMENTS TO THE CONSULTANTS Payment - As mentioned in T.O.R.

Currency of Payment

Except as may be otherwise agreed between the Employer and the Consultants all payments under this agreement shall be made in Indian Rupees only. The payments shall be made by Cheques.

Recovery

Any sum, up to fee paid, falling due or any loss caused due to this agreement shall be recoverable by the Employer from the consultant as if it were arrears of land revenue.

Penalty -

For delay in work/ non-performance of duties a penalty equivalent to 1.0% per cent per week of total agreement amount shall be imposed, which shall be maximum to 10 per cent of agreement amount.

IDA may in addition forfeit the Earnest Money and performance security of the Consultant in case of extra ordinary delay of work / completely non-performance of duties by rescinding the agreement, for which Consultant shall have no claim.

37.0 FAIRNESS AND GOOD FAITH Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

Operation of the Agreement

The parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

The consultant shall be liable for discrepancies and disorders etc in Consultancy services executed under this Agreement.

38.0 SETTLEMENT OF DISPUTES DISPUTE RESOLUTION

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non completion of the Project, between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably.

Steering Group

- a. Either party may require such dispute to be referred to the steering group constituted by IDA & Consultant. Upon such reference, the said three persons shall meet not later than 7 days of the date of such request to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the said period or the dispute is not amicably settled within 15 days of such meeting, either party may refer the dispute to arbitration.
- b. If the dispute is not resolved as evidenced by the signing of the written terms of settlement within 30 working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the parties then the provisions of arbitration clause shall apply.

39.0 Disputes and arbitration

If any dispute of any kind whatsoever shall arise between Consultant & IDA in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, **the dispute can be filed at MP Jurisdiction.**