



THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

Western India Regional Council

(STATUTORY BODY UNDER AN ACT OF PARLIAMENT)

Rohit Chambers, 4th floor, Janmabhoomi Marg, Fort, Mumbai-400 001.

Email : wirc.admin@icmai.in, wirc@icmai.in, Website : www.icmaiwirc.in

Phone: 022-2204340, 22043416, 22841138

- e) In case of the termination under sub-clause (a), (b) or (c) above, the Institute may make use of all or any drawings, estimates or other documents prepared by the Architects.

6. Transfer of Interests:

- (i) The Architects shall not assign, sublet or transfer their interest in this agreement, without the prior written consent of the Institute.
- (ii) Whether the firm is partnership firm or a company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the Company shall be made without the prior approval of ICMAI.

7. Delays, Responsibility & Recoveries from fees:

- a) If the construction work after appointment of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per the provisions in the agreements between the Institute and the contractors on a ground that they did not receive detailed architectural / structural drawings and of any further clarifications from the architects, the architects shall be liable to make good the losses to the Institute to an extent of the amount of liquidated damages disagreed by the contractors. Similarly, if the works done as per the architects' earlier given architectural / structural drawings are required to be altered / demolished because of mistakes at the architects / their consultants' the architects shall be liable to bear the cost of the work required to be so altered / removed (including removal / alternation cost) unless the contractors agree to forgo the cost of said work. In the event the Architects fail to discharge their duties diligently and delays are caused due to their negligence or if they do not cooperate, due to which the work is not completed within the time frame, they shall be liable to make good suffered by the Institute without prejudiced to the Institute's right to terminate the agreement and pay such fees, which is at discretion of the Institute, required to be paid at the time of termination.
- b) While the PMC will be in-charge of the site in regard to implementation of the project as designed, planned and put to tender in time bound schedule through the appointed contractors, the architects shall closely follow-up and keep the account of the progress made and arrange to solve the bottlenecks, if any, and clarify the doubts / details, if any required by the PMC/ contractors through their Resident Architect and his assistants at site. If necessary, they should write to the PMC under advice to the Institute about time lag in the works and suggest improvements / course of action for PMC's consideration. Similarly, the PMC will be authorized to write to the architects about their requirements from the architects like drawings, details, clarifications, discrepancies, etc. if any.
- c) It is agreed by the Institute and the Architects that the total recoveries /payments on account of delays / mistakes except in case of structural failure at architects' end and any other account from the architect's fees shall not exceed 15% of their total fees for the entire project including interior decoration work, foundation, compound, development, landscaping etc. To protect their interest, the architects shall keep the matter on record and shall maintain file / register with the acknowledgements etc. for issue of drawings, clarifications / instructions given to the PMC / contractors / Institute in writing. However, in the event of any damage / loss caused to the Institute on account of structural failure due to defective



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structural design by the Architects and / or their structural consultants, the Architects shall be liable to make good fully such damages / loss to the Institute without any upper limit.

The entire Tender Document submitted under the seal and signature of the Architect-Consultant is to be treated as an integral part and parcel of this agreement.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

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(Name, Designation and Address
Authorized signatory)

(Name, Designation and Address of the
of the Authorized signatory)

Signed for and on behalf of the
the presence of:

Signed for and on behalf of the Consultant in
Mumbai Chapter, ICMAI in
the presence of:

Witness:

1.

2.

Witness:

1.

2.