

**Package:** Project Management Services

**Consultant:** JLL India Pvt. Ltd.

**Date:** 19-Nov-2024

Clause No	GCC	JLL Proposed Changes	Mutually agreed Deviations
Clause 30.1	<p>The aggregate liability of either Party, arising out of or in connection with the Scope of Work or the SO Documents, shall not exceed one hundred percent (100%) of the SO Price, provided that no such limit shall apply in respect of the Consultant's liability for:</p> <p>(a) Losses resulting from any fraud, wilful misconduct or illegal or unlawful acts or omissions of the Consultant;</p> <p>(b) liquidated damages payable by the Consultant under the SO Documents;</p> <p>(c) any amount which is recovered or recoverable under a policy of insurance effected under the SO Documents or which would have been recoverable had the Consultant effected insurance in accordance with the terms of the SO Documents;</p> <p>(d) costs and expenses incurred with respect to rectification of any Defect;</p> <p>(e) any claim pursuant to Clause 17; and</p> <p>(f) any Losses and claims pursuant to the breach of the Consultant's indemnity obligations under the SO Documents</p>	<p>The aggregate liability of either Party, arising out of or in connection with the Scope of Work or the SO Documents, shall not exceed one hundred percent (100%) of the SO Price, <b>provided that no such limit shall apply in respect of the Consultant's liability for:</b></p> <p><b>(a) Losses resulting from any fraud, wilful misconduct or illegal or unlawful acts or omissions of the Consultant;</b></p>	<p>The aggregate liability of either Party, arising out of or in connection with the Scope of Work or the SO Documents, shall not exceed one hundred percent (100%) of the SO Price, provided that no such limit shall apply in respect of the Consultant's liability for Losses resulting from any gross negligence, fraud, willful misconduct or unlawful acts or omissions of the Consultant.</p> <p><b>The aggregate liability of either Party, arising out of or in connection with the Scope of Work or the SO Documents, shall not exceed one hundred percent (100%) of the SO Price for the following:</b></p> <p><b>(a) liquidated damages payable by the Consultant under the SO Documents;</b></p> <p><b>(b) any amount which is recovered or recoverable under a policy of insurance effected under the SO Documents or which would have been recoverable had the Consultant effected insurance in accordance with the terms of the SO Documents;</b></p> <p><b>(c) costs and expenses incurred with respect to rectification of any Defect;</b></p> <p><b>(d) any claim pursuant to Clause 17; and</b></p> <p><b>(e) any Losses and claims pursuant to the breach of the Consultant's indemnity obligations under the SO Documents.</b></p>

Clause No	GCC	JLL Proposed Changes	Mutually agreed Deviations
Clause 44	<p>The Consultant covenants that neither the Consultant nor the Consultant's Representative, any of the Consultant's Affiliates, employees, agents or representatives shall make, offer or agree to give any bribe, commission, gift or inducement to: (i) any government official; (ii) any officer, employee, agent or representative of the Employer or its Affiliates; or (iii) any other Person, in relation to the obtaining or execution of the SO Documents or performance of obligations hereunder. Such an act by the Consultant or the Consultant's Representative, any of the Consultant's Affiliates, employees or representatives shall, in addition to any criminal liability which the Consultant may be subject to under Applicable Laws, provide a right to the Employer to terminate: (i) the SO Documents in accordance with Clause 34.1(a); and/or (ii) any other contract that may have been entered into between the Parties. The Consultant shall also be liable for payment of any Losses suffered by the Employer due to any such termination, which the Employer may, at its option, deduct and/or set off from the amounts otherwise due to the Consultant under the SO Documents or any other contract or recover from</p>	<p>The Consultant covenants that neither the Consultant nor the Consultant's Representative, any of the Consultant's Affiliates, employees, agents or representatives shall make, offer or agree to give any bribe, commission, gift or inducement to: (i) any government official; (ii) any officer, employee, agent or representative of the Employer or its Affiliates; or (iii) any other Person, in relation to the obtaining or execution of the SO Documents or performance of obligations hereunder. Such an act by the Consultant or the Consultant's Representative, any of the Consultant's Affiliates, employees or representatives shall, in addition to any criminal liability which the Consultant may be subject to under Applicable Laws, provide a right to the Employer to terminate: (i) the SO Documents in accordance with Clause 34.1(a); and/or (ii) any other contract that may have been entered into between the Parties. The Consultant shall also be liable for payment of any Losses suffered by the Employer due to any such termination, which the Employer may, at its option, deduct and/or set off from the amounts otherwise due to the Consultant under the SO Documents <span style="background-color: yellow;">_____</span> <span style="background-color: yellow;">_____</span> or recover from</p>	<p>Original GTC Clause no. 44 stands correct. No changes required as mutually agreed.</p>

Clause No	GCC	JLL Proposed Changes	Mutually agreed Deviations
	<p>the Consultant as a debt due and payable. Any dispute as to the breach by the Consultant of its obligations under this Clause shall be determined by the Employer in such manner and on such evidence or information as available to the Employer, and the Employer’s decision in this regard shall be final and conclusive.</p>	<p>the Consultant as a debt due and payable. Any dispute as to the breach by the Consultant of its obligations under this Clause shall be determined by the Employer in such manner and on such evidence or information as available to the Employer, and the Employer’s decision in this regard shall be final and conclusive.</p> <p><i>JLL submits that the set-off/withholding be restricted to this Agreement only.</i></p>	
<p>Clause 34.1 (b)</p>	<p>The Employer may, without prejudice to any other rights or remedies it may possess, terminate the SO Documents by giving the Consultant a termination notice of fifteen (15) days, with no compensation to the Consultant, if the Consultant:</p> <p>(i) abandons or repudiates the SO Documents;</p> <p>(ii) fails to commence work on the Scope of Work promptly or has suspended the progress of performance of its obligations under the SO Documents for more than thirty (30) days after receiving a written instruction from the Employer to proceed.</p> <p>(iii) fails to execute the SO Documents in accordance with the terms and conditions therein, or neglects to carry out its</p>	<p>The Employer may, without prejudice to any other rights or remedies it may possess, terminate the SO Documents by giving the Consultant a termination notice of <b>Thirty (30)</b> days, with no compensation to the Consultant, if the Consultant:</p> <p>(i) abandons or repudiates the SO Documents;</p> <p>(ii) fails to commence work on the Scope of Work promptly or has suspended the progress of performance of its obligations under the SO Documents for more than thirty (30) days after receiving a written instruction from the Employer to proceed.</p> <p>(iii) fails to execute the SO Documents in accordance with the terms and conditions therein, or neglects to carry out its</p>	<p>The Employer may, without prejudice to any other rights or remedies it may possess, terminate the SO Documents by giving the Consultant a termination notice of <b>Thirty (30)</b> days, with no compensation to the Consultant, if the Consultant: (i) abandons or repudiates the SO Documents;</p> <p>(ii) fails to commence work on the Scope of Work promptly or has suspended the progress of performance of its obligations under the SO Documents for more than thirty (30) days after receiving a written instruction from the Employer to proceed.</p> <p>(iii) fails to execute the SO Documents in accordance with the terms and conditions therein, or neglects to carry out its obligations under the SO Documents; or</p> <p>(iv) refuses or is unable to provide sufficient materials, services or manpower to execute and complete</p>

	<p>obligations under the SO Documents; or</p> <p>(iv) refuses or is unable to provide sufficient materials, services or manpower to execute and complete the performance of the Services in a manner specified in the programme furnished under Clause 13 at such rates of progress that give assurance to the Employer that the Consultant can complete the Services in accordance with the Milestones or the Completion Schedule,</p> <p>and the Consultant fails to remedy, or to take steps to remedy, such default within fourteen (14) days of its receipt of a notice from the Employer requiring the Consultant to cure such default.</p>	<p>obligations under the SO Documents; or</p> <p>(iv) refuses or is unable to provide sufficient materials, services or manpower to execute and complete the performance of the Services in a manner specified in the programme furnished under Clause 13 at such rates of progress that give assurance to the Employer that the Consultant can complete the Services in accordance with the Milestones or the Completion Schedule,</p> <p>and the Consultant fails to remedy, or to take steps to remedy, such default within fourteen (14) days of its receipt of a notice from the Employer requiring the Consultant to cure such default.</p>	<p>the performance of the Services in a manner specified in the programme furnished under Clause 13 at such rates of progress that give assurance to the Employer that the Consultant can complete the Services in accordance with the Milestones or the Completion Schedule,</p> <p>and the Consultant fails to remedy, or to take steps to remedy, such default within fourteen (14) days of its receipt of a notice from the Employer requiring the Consultant to cure such default.</p>
Scope disclaimer		<p><b>Proposed addition:</b>  Consultant will not undertake and does not represent, directly or otherwise, that it is qualified to or will undertake, any services or provide advice of a legal, financial, tax or insurance nature beyond what is specified in Scope of services; Employer must at all times seek its own legal, financial, tax or insurance advice as it deems appropriate.</p>	Noted.