

ODISHA GRAMEEN BANK
Information Technology Department
Head Office, Gandamunda, P.O.-Khandagiri, Bhubaneswar

RFP Ref. No GEM/2025/B/6316935 dated 10th June 2025, Amendment_1 Date: 18-06-2025

AMENDMENT_1: GEM BID FOR PROCUREMENT OF MANAGED ILL AT OGB HO FOR PROXY SERVERS AND P2P LINKS AT OGB HO, DC AND DRC FROM (GOVERNMENT E MARKETPLACE) GEM.

All bidders are hereby informed that based on the discussion in the Pre-bid meeting held at Head Office of Odisha Gramya Bank, on date 18th June 2025, the response to queries submitted by the bidders are in Table# 2 and necessary amendments to RFP are provided in Table#1.

Table#1: Amendment_1

Sr. No.	Document Reference	Page No	Description in RFP	Amendment
1.	Scope of Work	6	Service provider should be able to provide DDOS services with Internet Leased Line connectivity at OGB Head Office	Service provider should able to provide DDoS mitigation services of 512 Mbps bandwidth with Internet Leased Line connectivity at OGB Head Office.
2.	Service Level Agreement: SLA for delivery:	9	Both the ILL shall be delivered along with managed CPE at respective locations within in 4 weeks from date of release of GeM contract.	Both the ILL shall be delivered along with managed CPE at respective locations within in 4 weeks from date of release of GeM contract. ILL along with managed CPE and P2P links shall be delivered at respective locations within in 5 weeks from date of release of GeM contract.

Table#2: Clarification on queries of bidders

Sr. No.	Bidder	Page No	Description in RFP	Clarification Sought	Bank's Remark
1.	M/s Reliance Jio Infocomm Ltd	6	Service provider should be able to provide DDOS services with Internet Leased Line connectivity at OGB Head Office	Please specify the Volume of BW required for DDOS mitigation service	Amended: Please refer to Table# 1, Point# 1
2.	M/s Reliance Jio Infocomm Ltd	6	All the Cross Connects required for successful establishment of links shall be provided by the bidder and bundled with the corresponding recurring cost of supplied ILL or P2P links.	For Cross connects, we need the precise Demarcation details for the connectivity. Please share the precise locations- Room, Floor, Rack, Cage etc.	Clarification: Existing clause remains unchanged.
3.	M/s Reliance Jio Infocomm Ltd		Additional	Following Hardware/Accessories are excluded from Bidder's Scope and needs to be arranged along with the UPS power • Earthing from 220 volts to 230 volts, E-N Voltage < 2 volts, • Air conditioning inside server room, • Rack Space of 8U.	Clarification: As the link is going to terminate in server room or DC cage area so all the additional requirements proposed has already been deployed. Rack Space cannot be allowed beyond 1U.
4.	M/s Reliance Jio Infocomm Ltd	9	Both the ILL shall be delivered along with managed CPE at respective locations within in 4 weeks from date of release of GeM contract.	Please allow 6-8 weeks for the delivery completion	Amended: Please refer to Table# 1, Point# 2
5.	M/s Reliance Jio Infocomm Ltd	7	Link Delivery in Fiber: All links should be delivered using single-mode Fiber (SMF) only	Please allow both Fiber/RF last mile for P2P links for 10 and 100 Mbps Bandwidth slabs.	Clarification: Existing clause remains unchanged.
6.	M/s Reliance Jio Infocomm Ltd	9	ILL and P2P links shall have uptime of 99.75% calculated monthly.	Please allow 99.5% uptime as SLA for uptime calculation	Clarification: Existing clause remains unchanged.
7.	M/s Reliance Jio Infocomm Ltd	5	i) "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process / flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing,	Kindly note that we does not require any CI related to products, customers, investors, employee, contractual relationship for providing services, therefore ensure that such information is not shared with us.	Clarification: Existing clause remains unchanged.

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			customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.		
8.	M/s Reliance Jio Infocomm Ltd	9	2. SLA for uptime ILL and P2P links shall have uptime of 99.75% calculated monthly.	<p>Requesting the customer to please add exclusions to the SLA uptime as follows: Service availability Percentage, Network Latency, Network Packet Loss, Jitter and MT Repair measurements do not include Downtime resulting in whole or in part from one or more of the following causes: (i) Any act or omission on part of the customer including but limited to failure to notify the customer care desk of the bidder through the process defined by the bidder of the service disruption. (ii) Failure of last mile access (fixed line/wireless) obtained from third party that is not provided or managed by company. (iii) Failure of customer application equipment, or facilities including any third party equipment. (iv) Refusal of customer to allow testing or repair of service or service equipment and use by customer of the service on an impaired basis, including refusal to allow access to customer premise of the company personnel. (v) Customer not providing stable power and other infrastructure required for service equipment and/or CPE. (vi) Events or occurrences that result in "No problem found" trouble tickets. (vii) Trouble tickets associated with new installation or updates. (viii) Customer initiated change request in the service while the change request is under progress. (ix) Planned repairs, modifications or</p>	Clarification: Existing clause remains unchanged.

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				<p>maintenance notified to customer in advance</p> <p>(x) Unauthorised change to service equipment or CPE made by customer without notifying the company.</p> <p>(xi) Suspension of service by the company.</p> <p>(xii) Force majeure events.</p> <p>(xiii) Customer scheduled maintenance.</p>	
9.	M/s Reliance Jio Infocomm Ltd	11 and 13	<p>20) Order Cancellation</p> <p>Odisha Grameen Bank reserves its right to cancel the order in the event of one or more of the following situations:</p> <p>If the Bidder fails to execute any or all of the PROJECT within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or If the Bidder fails to perform any other obligations(s) under the Contract.</p> <p>In addition to the cancellation of purchase order, Odisha Grameen Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given towards EMD and/or foreclose the bank guarantee given by the supplier against the advance payment/submitted at the time of bid.</p> <p>32) Exit option and contract re-negotiation</p> <p>a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.</p>	<p>1. We understand that any failure to execute the project shall be solely attributable to the bidder.</p> <p>2. Further, request the customer to provide 90 days cure period before performing the exit option.</p>	<p>Clarification: Existing clause remains unchanged.</p>
10.	M/s Reliance Jio Infocomm Ltd	12	<p>23) Indemnity</p> <p>The selected Bidder will be liable for all the deliverables.</p> <p>The vendor shall indemnify, protect and save OGB and hold OGB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or</p>	<p>Kindly modify the clause as below:</p> <p>The selected Bidder will be liable for all the deliverables.</p> <p>The vendor shall indemnify, protect and save OGB and hold OGB harmless from and against all direct third party claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and</p>	<p>Clarification: Existing clause remains unchanged.</p>

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			purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.	representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.	
11.	M/s Reliance Jio Infocomm Ltd	13	31) Inspection of Records All VENDOR records with respect to any matters relating to the scope of delivery of the services provided by the VENDOR covered in the Contract shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank external auditors who will perform any audit on the VENDOR would execute confidentiality agreement with the VENDOR, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the Contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Regulators of Bank such as Reserve Bank of India (RBI) and National Bank for Agriculture and Rural Development (NABARD) will have rights to inspect or Audit any matters relating to the scope of delivery and Scope of Work provided by the VENDOR and financials documents of Bank and VENDOR covered in the Contract.	For the sake of clarity the scope of audit shall be limited to the invoices, payment receipts and records submitted along with the proposal , inspection of sites etc and shall not include any cost break up or documents outside the ambit of the scope of this RFP .	Clarification: Existing clause remains unchanged.

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12.	M/s Reliance Jio Infocomm Ltd	14	<p>34) Order Cancellation OGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to OGB alone;</p> <p>i. Delay in delivery and services beyond the specified period as set out in the Purchase Order before acceptance of the product; or,</p> <p>ii. Serious discrepancy in the quality of service expected.</p> <p>iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.</p> <p>In case of order cancellation, any payments made by OGB to the Bidder for the particular service would necessarily have to be returned to OGB with interest @ 10% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by OGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by OGB to appoint any other Bidder.</p>	<p>We request you to consider the fact that there are already SLAs mentioned for specific scope of services and that breach of SLA may lead to termination/suspension. Such suspension/termination may be qualified as below:</p> <p>Non performance of services under this clause shall mean performance of services below threshold levels as agreed in the SLA for 3 (consecutive)SLA measurement periods due to acts directly attributable to Bidder. In such case Purchaser shall render 30 days cure period to rectify the breach and if such breach is not cured by Bidder then Purchaser may terminate particular link under the contract which is not performing. If breach is cured then customer shall not terminate such links.</p> <p>Any direct loss incurred must be restricted to the court awarded damages.</p>	<p>Clarification: Existing clause remains unchanged.</p>
13.	M/s Reliance Jio Infocomm Ltd	14	<p>35) Termination of Contract For Amalgamation / Merger of bank: On amalgamation or merger of Bank, if the vendor is not feasible or continue the services under scope with the new entity formed due to amalgamation or merger of Bank, than with written notice of 3 months to Vendor, Bank may terminate the contract in whole or in part.</p> <p>The notice of termination may specify that the termination is for convenience the extent to which Vendor's performance under the contract is terminated and the date upon which such termination become effective. OGB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for</p>	<p>1.The selected Bidder is required to make considerable investments in execution of the project. As such termination for convenience by the customer will make bidder to suffer significant losses . As such we request to delete termination for convenience by customer.</p> <p>2. Any termination due to repeated failures must be for more than 3 consecutive SLA breaches. Kindly modify.</p>	<p>Clarification: Existing clause remains unchanged.</p>

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			amalgamation or merger of bank as per instruction of GOI. For Non-Performance: OGB reserves its right to terminate the contract in the event of Vendor's repeated failures (more than 3 occasions in a calendar year in maintaining the service level as defined in the Contract).		
14.	M/s Reliance Jio Infocomm Ltd	15	36) Effect of Termination f) Upon cancellation of contract/completion of period of service, the Vendor should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.	We understand that this clause shall be applicable only in case any equipment/device is billed to the customer as the telecom assets require license to be possessed or transferred.	Clarification: Existing clause remains unchanged.
15.	M/s Reliance Jio Infocomm Ltd	17	44) No Damage of OGB Property Bidder / Vendor shall ensure that there is no loss or damage to the property of OGB while executing the RFP/Contract. In case, it is found that there is any such loss/damage due to direct negligence/non- performance of duty by any personnel, the amount of loss/damage so fixed by OGB shall be recovered from Bidder / Vendor.	We understand that such loss or damage shall be while the bidder is on the property of the customer.	Clarification: Existing clause remains unchanged.
16.	M/s Reliance Jio Infocomm Ltd	22 and 23	Article 2: DEFINITION For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such	Kindly note that any CI related to customer, suppliers lists, sensitive data related to employee / agent/ consultant/ officer/ director are not required as per the scope of service. Therefore, ensure that such information is not shared with us.	Clarification: Existing clause remains unchanged.

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			<p>information which</p> <p>(i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement);</p> <p>(ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information;</p> <p>(iii) was known to the Receiving Party prior to its disclosure under this Agreement;</p> <p>(iv) was or is independently developed by the Receiving Party without breach of this Agreement; or</p> <p>(v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if:</p> <p>(i) identified as confidential, proprietary or the like at the time of disclosure, and</p> <p>(ii) confirmed in writing within Seven (7) days of disclosure.</p>		
17.	M/s Reliance Jio Infocomm Ltd	4	<p>2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the- BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined and prescribed under Section 6 of the Companies Act 1956 and as defined and prescribed under Section 2(77) of the Companies Act 2013 and the relevant Rules made there under.</p>	<p>Request the Compliance be restricted to key employees of the Bidder who are directly involved in the preparation and submission of the Bid . If the Bidder is a large organisation , it would be difficult to identify any relative of the officers of the Buyer who are employed by the Bidder .</p>	<p>Clarification: Existing clause remains unchanged.</p>
18.		8 and 9	<p>Article 11: Facilitation of Investigation</p> <p>In case of any allegation of violation of any</p>	<p>For the sake of clarity the scope of audit shall be limited to the invoices, payment receipts and</p>	<p>Clarification: Existing clause remains unchanged.</p>

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	M/s Reliance Jio Infocomm Ltd		provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination. Article 16: Examination of Books of Accounts In case of any allegation of, violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.	records submitted along with the proposal , inspection of sites etc and shall not include any cost break up or documents outside the ambit of the scope of this RFP .	
19.	M/s Reliance Jio Infocomm Ltd	GeM Bid Doc Pg-2	Earnest Money Deposit (EMD) and Exemptions The Bidder is required to deposit ₹1,00,000/- (Rupees One Lakh only) in the form of Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 1 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure B or in form of Demand Draft issued by any Schedule Commercial Bank on behalf of Odisha Grameen Bank payable at Bhubaneswar.	Please note that we are exempted in GEM from any kind of EMD payment, as we are the OEM service provider with annual turnover more than Rs 500 Cr. We will not be able to pay EMD even if we want to do so in GEM bids. Hope you are fine with this. Else, kindly share the details for alternate method of EMD payment.	Clarification: EMD Exemption will be allowed to the bidder as per GeM GTC.
20.	M/s Reliance Jio Infocomm Ltd	10	1. <u>General terms:</u> a. Payment will be processed only after i. Signing of SLA & NDA ii. Submitting PBG (if any) as per terms and conditions b. Bills would be payable, on receipt of advice/ confirmation for satisfactory delivery/ installation/ re-installation, live running and service report from the user department/	The standard term of payment which is 18 days post completion of the quarter. If the customer fails to make the necessary payment then the Service Provider can rightfully suspend the services along with impose the penal charges for the necessary delay in payment. Business to take a note with respect to their payment terms, timeline & percentage.	Clarification: Existing clause remains unchanged.

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			<p>concerned offices where the purchased software have been delivered and implemented.</p> <p>c. Invoices submitted must be in GST compliant with billed to Odisha Grameen Bank GSTIN 21AAAJ00374P1Z1.</p> <p>d. All payment will be done in INR (₹) currency.</p> <p><u>Payment of One Time Cost:</u></p> <p>100% after link acceptance and on submission of taxed invoice along with evidence of download and upload speed supplied. The payment will be released after deduction of application penalty due to noncompliance of SLA for delivery.</p> <p><u>Payment of Annual Recurring Cost:</u></p> <p>Annual recurring payment towards the link will be released as Quarterly Arrear with equated quarterly value of annual recurring cost proposed. The Quarterly Arrear will be released on submission of taxed invoice and after deduction of applicable penalty due to noncompliance of uptime SLA for the effective period.</p> <p>No separate invoice shall be raised towards router or CPE supplied under managed ILL links at each sites.</p>		
21.	M/s Reliance Jio Infocomm Ltd	pg. 9	<p>a) <u>Penalty on breach of SLA for uptime</u> Penalty towards noncompliance of uptime in a quarter shall be calculated based on following calculation.</p> <p>Uptime percentage - 99.75% less Downtime Percentage.</p> <p>Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.</p>	<p>RFP should contain standard time frame for accepting payments is within 18 days post completion of quarter and from date of generation of invoice. Penalty for the downtime should be capped at 10% or less of the order value. Or the same can be measured by the following: Downtime penalty applicable in % on quarterly bill-</p>	<p>Clarification: Existing clause remains unchanged.</p>

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			<p>Total Available Time – 24 hrs. per day for seven days a week.</p> <p>Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.</p> <table><tr><th>Uptime Percentage</th><th>Penalty Details</th></tr><tr><td>A >= 99.75%</td><td>No Penalty</td></tr><tr><td>99.50% =< A < 99.75%</td><td>1% of (total quarterly charges)</td></tr><tr><td>99.25% =< A < 99.50%</td><td>2% of (total quarterly charges)</td></tr><tr><td>99.00% =< A < 99.25%</td><td>3% of (total quarterly charges)</td></tr><tr><td>A < 99%</td><td>5% of (total quarterly charges). Maximum applicable penalty will be 5% of (total annual charges).</td></tr></table>	Uptime Percentage	Penalty Details	A >= 99.75%	No Penalty	99.50% =< A < 99.75%	1% of (total quarterly charges)	99.25% =< A < 99.50%	2% of (total quarterly charges)	99.00% =< A < 99.25%	3% of (total quarterly charges)	A < 99%	5% of (total quarterly charges). Maximum applicable penalty will be 5% of (total annual charges).	<table><tr><th>Sr. No</th><th>Uptime</th><th>Downtime</th><th>Penalty in %</th></tr><tr><td>1</td><td>>= 99.5%</td><td></td><td>0%</td></tr><tr><td>2</td><td>>= 99% to < 99.501%</td><td></td><td>1%</td></tr><tr><td>3</td><td>>= 98.5% to 99%</td><td></td><td>2%</td></tr><tr><td>4</td><td>>= 98% to 98.5%</td><td></td><td>4%</td></tr><tr><td>5</td><td>>= 95% to 98%</td><td></td><td>6%</td></tr><tr><td>6</td><td>>= 90% to 95%</td><td></td><td>8%</td></tr><tr><td>7</td><td>< 90%</td><td></td><td>10%</td></tr></table>	Sr. No	Uptime	Downtime	Penalty in %	1	>= 99.5%		0%	2	>= 99% to < 99.501%		1%	3	>= 98.5% to 99%		2%	4	>= 98% to 98.5%		4%	5	>= 95% to 98%		6%	6	>= 90% to 95%		8%	7	< 90%		10%	
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22.	M/s Reliance Jio Infocomm Ltd	pg. 9	<p>1) Performance Bank Guarantee The vendor shall, within 30 days of receipt of Purchase Order, submit a Performance Guarantee in the form of Bank Guarantee (PBG) equal to <u>5%</u> of total value of the Purchase order (exclusive of taxes), valid for 5 years, with a claim period of 1 year from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. Format for Performance Bank Guarantee provided in “Annexure C”.</p>	<p>If there would be a requisite for submission of PBG, then RFP to contain a clause for Performance Bank Guarantee to be the threshold of 5% . Also, if there already is security deposit, then there must be no requirement for Performance bank Guarantee.</p>	<p>Clarification: Existing clause remains unchanged.</p>																																												
23.	M/s Reliance Jio Infocomm Ltd		<p>Additional</p>	<p>Request extension for 10 days from cuttrent date of submission to submit the competitive techno - commercial proposal</p>	<p>Clarification: Existing clause remains unchanged.</p>																																												