

NEIGRIHMS

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Shillong
(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)
Director's Block, GPO Post Bag No.92, Mawdiangdiang, Shillong 793 018, Meghalaya

Store & Procurement:
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Email: storeneigrihms@gmail.com
Website: neigrihms.gov.in

F. No: NEIGR/S&P/P -04/2017 -18/Pt

Dated: 03-11-2022

To,

M/s Lucky Division,
Public Utility Block, NEIGRIHMS, Mawdiangdiang, Shillong -793018,
Mobile: 94363 -36507

Sub: Letter of Intent /Award for operation, supervision, management and running of 24 (hrs) x 7 (days) Pharmacy/ Chemist stall within the Public Utility Block of NEIGRIHMS, Mawdiangdiang, Shillong -793018 for a period of three years, subject to renewal at the option of the Institute.

Reference: Tender Enquiry No: NEIGR/S&P/OT/E-02/2022-23 Dated: 04/07/2022 and your offer in response to our tender.

Sir /Madam,

1. With reference to your bid and in accordance with the terms, conditions of the tender document and this letter of intent, the Institute is pleased to offer a Provisional letter of Intent /Award for operation, supervision, management and running of 24 (hrs) x 7 (days) Pharmacy/ Chemist stall within the Public Utility Block of NEIGRIHMS, Mawdiangdiang, Shillong 793018 for a period of three years, w.e.f. 15-11-2022 as per the offered discount in percentage on/over MRP in respect of all categories of stores at Annexure A.
2. The Accepting officer reserves the right to have second inspection, which would be nominated by the Director of the Institute, and have the right to take necessary action, if found not conforming to the terms & conditions of the contract though the report of the earlier inspection has been accepted by the normal inspection authority.
3. The contract for operation, supervision, management and running of 24 (hrs) x 7 (days) Pharmacy/ Chemist stall is valid for a period of three years from the date of award. It may be made clear that the said contract period may only be extended on the option of the Director, NEIGRIHMS, if situation warrants, till the finalization of the next tender, if required. However, the Institute reserves the right to terminate the contract with one month notice. Director, NEIGRIHMS reserves the right to discontinue or continue operation of the unit after the contract period.
4. The terms and conditions of the tender and the agreement executed will be binding on the agency. This offer is being issued in accordance with the terms & conditions of NEIGRIHMS / Government of India and in the manner specified herein shall operate to create a specific contract between the vendors (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.
5. * In the event of failure on the part of the bidder/licensee to provide adequate service, then, necessary action will be taken by the management of NEIGRIHMS. If there is any complaint against the vendor, the vendor shall be afforded an opportunity to furnish explanation within 7 (seven) days. If the explanation is not satisfactory, the appropriate authority reserve the right to terminate /discontinue the contract and take suitable action deemed fit in the interest of the Institute.

Store & Procurement Officer

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6. The agency will be responsible for complying with payment of minimum wages and other Social Security benefits including prescribed number of leave/holiday and prescribed hours (maximum work hours) of Work Schedule as per Labour Laws in force from time to time, for its manpower deployed in the pharmacy. Further, the agency is responsible for any violation of laws related to Social Security (E.S.I. & P.F., etc.). In the event of deployment of manpower by the said agency that covered under the provision shouldering responsibility towards Service Tax, wherever applicable & other Labour legislations. The agency will also be responsible for maintaining the premises as polluted free and to obtain necessary certificate from competent authority of Pollution control and thereafter to obey such statutory orders from time to time, including treatment & disposal of garbage, and the agency will be liable for any consequences resulting from violation of any such rule / provision.
7. In the event of failure on the part of the licensee/agency to provide adequate service, then, necessary action will be taken by the management of NEIGRIHMS. If there is any complaint against the licensee, the licensee shall be afforded an opportunity to furnish explanation within 7 (seven) days. If the explanation is not satisfactory, the appropriate authority reserve the right to impose any penalty in addition to termination of contract and the decision of Director, NEIGRIHMS, Shillong shall be final and binding on the licensee/agency.
8. The agency/licensee hereby indemnify that the agency/licensee shall not represent to a third party during the contract in NEIGRIHMS, as a employee of NEIGRIHMS, Shillong and issue any identity card indicating any authority of NEIGRIHMS, Shillong
9. No work will be allotted to Non-tribal bidder, contractors, Suppliers, stockist, bonded warehouse, private carriage contractors, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.
10. The agency shall undertake to sign the contract agreement within 15 (fifteen) days from the date of issue of the letter of acceptance/Intent, failing which Earnest money deposit may be forfeited. However, successful bidder shall execute an agreement on non - judicial stamp paper of value of Rs. 100/- (stamp duty to be paid by the bidder).
11. Within twenty one (21) days from date of the issue of Notification of Award by the purchaser, the supplier shall furnish performance security, in form of Bank guarantee /Fixed Deposit or extended call deposit pledge in favor of Financial Adviser, NEIGRIHMS, to the purchaser for an amount of Rs 50,000.00 (Fifty thousand only), valid up to Sixty (60) days after the date of completion of all contractual obligations.
12. The agency has to agree to all the terms and conditions stipulated in the tender document in this connection including service penalty etc.
13. The agency shall arrange and will be responsible for all clearances/formalities including Drugs License from State Drug Controller for opening the chemist/pharmacy shop in the allotted space.
14. Settlement of disputes - The jurisdiction in respect of settlement of disputes shall be as per the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre-institution mediation, has been made mandatory in respective cases by the parties to the disputes. The mediation shall be under the authorities constituted under Legal Service Authority Act. 1987.
15. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized signatory should be submitted before finalization of the agreement.
16. It is hereby agreed that all Terms & Conditions are as per Tender Enquiry No: NEIGR/S&P/OT/E-02/2022-23 Dated: 04/07/2022 forms part of this agreement. *f Amendment - A - f 6 - 14 PAGES - f 11*

Yours faithfully,


Director
NEIGRIHMS, Shillong
निदेशक / Director
नीग्रिहम्स, शिलांग-18
NEIGRIHMS, Shillong-18

● Copy to; DDA Shri / DEA Madan / MS Shri / Asso. Prof. HA / All DMS

- Chief Security Officer / Medical Superintendent / Nursing Superintendent
- Accounts Officer / Assistant Accounts Officer / SE / AE - Electrical division
- Administrative Officer (Estt -1) and Administrative Officer (GAD)/Estate Officer / AR-III & GAD
- Law officer
- In charge Medicine Store / In charge Pharmacy Store / Assistant Engineer(E)
- All members of pharmacy monitoring committee / Mr. Ramesh for upload on the website /

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cc: Mr. Ramesh for upload of All Pharmacy on Institute website

Supervisor
Store & Procurement Officer
NEIGRIHMS Shillong-18

The following Terms and Conditions will apply specifically in addition to the Rules and the Regulation as applicable to such contract in the Government of India /NEIGRIHMS.

1. The pharmacy should stock routine and life saving drugs as per National List of Essential Medicine (NLEM) and Indian Pharma Copoeia from companies having a certificate.
2. The pharmacy should keep all essential medicines and drugs from good manufacturing companies as required by NEIGRIHMS. The pharmacy shall ensure that the stocks are not included as short expiry medicines.
3. The medicine being stocked in the pharmacy should have relevant laboratory testing reports as per latest Drugs & Cosmetics Act and Rules, which should be checked by the pharmacy /pharmacist at the time of receiving the supplies and to maintain refrigeration for medicines in cold chain or refrigerator.
4. The pharmacy shall have to issue cash memo for sale of medicine on reflecting the department including the prescribing Doctors, MRP, Discount and Final Price and other standard details of Cash Memo.
5. The pharmacy should mandatorily accept Digital Payment in the form of Debit /Credit /Prepaid Card /E - Wallet /UPI /APS /USSD facility or any other digital mode and receipt of the same should be provided to the customers. They should not deny the digital payment/card payment quoting flimsy reason of network problem.
6. Certificate to the effect that the Pharmacy will fulfill all the criteria as per Pharmacy Act should be furnished and non-compliance/violate of this provision will automatically invite action as per regulatory authority.
7. The Pharmacy should be open for 24 (twenty four) hours and on all 7 (seven) days a week, else the firm/agency shall have to pay a penalty as imposed by the Institute. The pharmacy /chemist shop will stock and provide of sufficient upgraded necessary medical stores. The pharmacy should honored almost all prescribed drugs, medicines, surgical, implant/allied accessories etc and dispensed the same to the registered patients of the Institute. The stores available at the pharmacy should not be beyond the expiry date. One Pharmacist should be always present for managing the Pharmacy.
8. The stores available at the pharmacy should not exceed the MRP declared by the Manufacturer and to offer a discount in percentage over MRP as declared and quoted in your bid..
9. Successful bidders will have to submit a Performance Security of Rs 50,000.00 (Rupees Fifty thousand only) drawn in favour of Deputy Director (Admn.), NEIGRIHMS, Shillong and valid up to sixty days beyond the validity period of tender. The Performance Security shall be in any one of the forms namely Account Payee, Call Deposit or Fixed Deposit Receipt drawn from any Nationalized /Scheduled bank in India or Bank Guarantee issued by a Nationalized /Scheduled bank in India.
10. The business premises will be subjected to inspection by the Institute and other authorized officials at any point of time.
11. The pharmacy for his own interest should have to carried out the minor repairing, maintenance, establishment of shop like furniture /fixtures, stationeries, if required connectivity of telephone for proper communication and that will have to be met by the successful bidder/ party concerned. The Institute shall allow the successful bidder for painting and whitewashing without modifications of the existing structure/premises
12. Penalty For Default:
 - The firm will ensure availability of all medicines & surgical consumables/implants/allied accessories/instruments/chemotherapy drugs/anti cancer drugs etc at all times. In case of non-availability of any item, the firm will make arrangement immediately to procure the requisite item and provide the same within reasonable time to facilitate the patient care preferably an hour to the patient.
 - In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed by the Competent Authority which has to be decided on the merit of the complaint.

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13. Performance Security is liable to be forfeited if selected Chemist:
 - Fails to adhere to the terms and conditions of the contract.
 - Supplies any sub-standard, spurious medicines, substituted medicine etc.
 - Non - availability of common /essential medicines/ surgical consumables/implants/allied accessories/instruments/chemotherapy drugs/anticancer drugs, etc and the drugs listed as per Annexure- A
 - Over - charging i.e. not offering the pre determined discount.
 - Non-payment of rent/ any other dues.
14. The pharmacy should also abide by the rules and regulations of the local/ Government authorities and provisions of law. The bidder will have to manage the pharmacy/chemist shop and will not sublet the same failing which the contract will be deemed to be terminated.
15. The responsibility of maintaining the cleanliness and hygienic condition of the Pharmacy will be of the agency, at his own cost and proper disposal of waste, as per rule
16. The staff (not below the age of 18 years) employed by the pharmacy shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law /rules/ regulations.
17. The pharmacy shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the agency or his workers, employees or agents, the same shall be rectified by the agency at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.
18. The pharmacy shall indemnify the Institute against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The pharmacy will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The successful bidder will pay all indemnities arising from such incidents without any extra cost to hospital and will not hold the hospital responsible or obligated. NEIGRIHMS may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.
19. The pharmacy shall have to vacate and handover peaceful possession on expiry of contract period. In any event, if the successful bidder intentionally and deliberately refused to vacate and handover the peaceful possession of the premises; the tenderer shall have to pay twice of the rent payable in respect of the premises occupied by him in addition to any others expenses shall be incurred to vacate the premises.
20. If there is any litigation for the default of tenderer and NEIGRIHMS become a necessary party in the court, the tenderer shall have to borne the expenses to be incurred for the same.
21. Books of accounts, Store Accounts of Drugs and Medicines shall be maintained as per approved procedure. The pharmacy shall have to maintain the books of account reflecting the every days transaction of purchase of medicine with batch Nos and date of manufactures and date of expiry.
22. In case of unsatisfactory performance with regard to maintenance of Chemist /Pharmacy stall as per subject name and description of work, schedule of work and terms and conditions of agreement pointed out during daily and periodical inspection by the concerned authority, the bidder/contractor will be penalized in each occasion /classification of deficiency as mentioned below would be final and binding on the bidder. The amount of fine shown in the table below would be imposed on each occasion against each deficiency in 24 hours.
23. If any dispute or difference of any kind whatsoever, which is not specifically stipulated in the General condition of contracV special condition of contract and any differences has caused between the parties in connection with or arising out of the Contract, irrespective of whether during the currency of contract period or completion and/ or on termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the Director, NEIGRIHMS. The decision of the Director, NEIGRIHMS will be final and binding. The agency shall not have the objection to the effect that the Director of the Institute is one of the executor of the agreement and interested party.

24. The pharmacy shall ensure that all clauses, as per terms and conditions in the tender, shall be implemented failing which penalty clauses as indicated in the terms and conditions will be imposed.
25. The pharmacy should ensure availability of all prescribe medicines. In case of non -availability, medicines of alternative brands should be made available within a reasonable time frame as in the terms and conditions.
26. The pharmacy shall have computerized billing for smooth functioning of the pharmacy services.
27. The pharmacy shall install a complaint box along with paper and pen so that the patient /customer can give their comment with regard upto their satisfaction. The keys of the complaint box shall be deposited in the office of the Medical Superintendent.
28. The pharmacy shall sell medicines on credit basis to all insurance and scheme based patients as and when the need arises. The patient will present with a prescription countersigned by the Deputy Medical Superintendent. In such cases, the account will be apid to Lucky Division by NEIGRIHMS. The bill may be raised on monthly basis. Free medicines to genuinely poor patients on few occasions, on the request of Medical Superintendent has to be provided by the pharmacy in the spirit of corporate social responsibility service to humanity. Cold Chain for medicines as specified shall be strictly maintained by the pharmacy.
29. On violation of any terms and condition of contract, the administration reserves the right to terminate the contract without assigning any reason on one month notice.
30. In case of unsatisfactory performance with regard to maintenance of Chemist /Pharmacy stall as per terms and conditions of agreement is being pointed out during daily and/ or periodical inspection by the concerned authority, the bidder/contractor will be penalized in each occasion /classification of deficiency as mentioned below, for remedial measure ant that would be final and binding on the bidder/contractor. The amount of fine shown in the table below would be imposed on each occasion against each deficiency in 24 hours. If the said default is continued in that event the contract is liable to be terminated without notice.

Penalty Imposed:

Sl. No.	Classified Deficiency	Amount of Fine
1.	Work force not wearing proper uniform name, badge, photo identiv card.	Rs 500.00 for each staff
2.	Employment of staff below 18 years	Rs 1000.00 for each staff
3.	Drug license not readily available in chemist stall during inspection	Rs 1000.00 on each occasion
4.	Non -maintenance of cleanliness and improper disposal system of chemical waste	Rs 500.00 on each occasion
5.	Selling of items above approved rates	Rs 1000.00 on each occasion
6.	Sublettina of chemist stall	Termination of bidder/contractor
7.	Selling eatable items which are not allowed	Rs 500.00 on each occasion
8.	Any other deficiencies pointed out by the official not indicated in the above classified items.	Fine up to the discretion of NEIGRIHMS administration not less than Rs 500.00
9.	Pharmacy not keep open for 24 hours on anv dav of the week	Rs 500.00 on each occasion
10.	Failure of provision of Digital Payment	Rs 100 on each occasion
11.	Failure to maintain refrigeration of medicines	Rs 500 on each occasion
12.	Failure to keep common /essential items, as listed in the bid document	Rs 1000 on each occasion

31. The pharmacy shall

- Display all categories of srores/items including implants/allied accessories, stents, pacemakers, instruments, chemotherapy/anti cancer drugs etc prominently on a notice board showing clearly the percentage of discounts offered in the tender.

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Store & Pharmacy
NEIGRIHMS Shillong-7B
[Signature] 07/04/20

- Display complaint box in a prominent place outside the pharmacy outlet that any complain regarding any Medicines being sold may be entered in the complaint box and the box will be opened only by the Medical Superintendent once a month. Also a complaint register to be kept at a conspicuous position within the outlet, for customers registering their complains if any.
 - Display the Pharmacy Registration number/document in a prominent location.
32. The NEIGRIHMS Administration shall have the right to terminate the bidder if in their opinion (which shall be final and binding on the parties), the bidder /contractor not conforming to the above conditions after being given due notice in respect thereof.
 33. The pharmacy will have to pay the monthly electricity /water charges, as per consumption, as per bills of the Engineering section/Institute on or before the 07th day of every month. If required the pharmacy shall install MECL tested electrical meter of applicable capacity at its own cost.
 34. The pharmacy should prefer using energy efficient lighting like LED /CFL bulbs in the pharmacy.
 35. All electrical consumables like bulbs, tubes, etc are to be replaced by the party, in case they are damaged.
 36. The pharmacy shall not be permitted to draw any electrical connections /extension, etc without obtaining approval from the Engineering section of the institute.
 37. There shall be no structural damage to the premises.
 38. Institute cannot ensure 24 (hrs) x 7 (days) electricity power supply. The pharmacy may install their own UPS, if required, to run their storage facilities with due intimation to the Institute.
 39. The Licensee will be provided with a space of 596.21 square feet in the Public Utility Block of NEIGRIHMS for which the licensee has to pay a monthly *licensee* fee of Rs 20895/(Rupees twenty thousand eight hundred and ninety five) only @35 per sq.ft. per month as per the ceiling rate of MUDA for bids portion within the 7 day of closure of every month and the bills for electricity and water charge may be subjected to review from time to time by the NEIGRIHMS administration.
 40. The rental fee may be reviewed, if deemed necessary, based on the escalation of Meghalaya Urban Development Authority (MUDA) rates or by NEIGRIHMS Administration, at its sole discretion during the currency of contract, on giving one calendar month notice in writing. NEIGRIHMS Administration also reserves the right to enhance the applicable rates of water /electrical charges as and when necessary to do so and such charges shall be applicable binding recoverable from the bidder/contractor.
 41. In case the bidder/contractor make /makes any default in the payment of the license fee, tax or any other charges that may be due to the Administration for consequent three month, it will be cause for termination of contract and the Administration shall be at liberty to recover such rent or other dues from the said amount of security deposit, on forfeiting security deposits on termination of contract. The Administration of NEIGRIHMS shall recover the damages if any and the balance if any shall be refunded and proceed to resume possession in a manner stipulated herein.
 42. In case of bidder /contractor commit /commits any breach of this provision of this agreement or in the event of failure of bidder/contractor in payment of license fee, the bidder/contractor would be served with 7 days (seven days) NOTICE to take remedial action. On expiry of the period of 7 days notice, if the bidder/contractor fail to take remedial action, the Administration will have the liberty to issue 48 hours (forty eight) NOTICE of termination. On expiry of 48 hours notice period, the contract would be terminated. On such termination, bidder's entire Security deposit available with the Administration will be forfeited. The contract will be terminated at "Risk and Cost" of the bidder/contractor under the provision of General Conditions of Contract.
 43. The pharmacy shall be responsible for any tax, duties etc that are payable which may be imposed by the Administration of Central or State Government at any point of time, during the currency of contract.
 44. The pharmacy has to abide by all statutory rules and regulation of the Government of India and will be responsible for complying of all payment of minimum wages and other social security benefits (ESI, PF, leave /holiday, etc) as per manpower law, in force from time to time for the manpower engaged by the agency and deployed in the pharmacy outlet.

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NEIGRIHMS Shillong
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45. Any issue not specifically covered by the above shall be referred to the Director, NEIGRIHMS whose decision shall be final and binding.
46. The Institute may also operate its own internal pharmacy, for provision of essential drugs/medicines to the registered patient of the Institute, to which the bidder/lessee will not have any objection.
47. That if the institute desires, that it is not necessary to engage an agency for running of Pharmacy in public interest, the Institute may not go for further tender on expiry of three years. It is made clear that the notice inviting tender, shall not be the precedent for floating of tender, in respect of the p remises for all times.

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Store & Procurement Office
NEIGRIHMS Shillong-18

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Annexure A:

List of Categories of stores/items:

Sl. No.	Description of Categories of Stores /Items	Discount in percentage over MRP
1.	Surgical /Disposables:- ✓ Caps, Facemask, Sterile & Non Sterile Gloves, Foley, Catheter, Male Catheter, Ryles Tube, Suction Catheter, Syringes, IV Drip Set, Chest ECG Electrodes, Tracheotomy Tubes, IV Cannula, Feeding Tubes, Uro Bag, Urine Collection Pots, etc ✓ Dry Cell Battery, Glucose Test Strips, etc ✓ Contraceptives, Pregnancy Test Kits, etc	44
2.	Surgical Dressing Materials:- ✓ Paraffin Gauze, Micropore, Transpore, Adhesive Tapes, Dressing Solution, Blades, Tegaderm, POP, Cotton Roll and all supporting materials, etc	42
3.	IV Fluid:- ✓ All Categories	48
4.	Injectables:- ✓ All Categories of Medicines meant for Subcutaneous (SC), Intravascular (IM), Intravenous (IV), Intraarterial (IA), Intrathecal, Intradermal (ID), Intraperitoneal	28
5.	Peroral Formulation and Others:- ✓ All Categories of Tablets, Capsules /Suspensions /Syrup /Solutions /Oral Drops /Suppository (Rectal /Vaginal), etc	10
6.	Biological Products:- ✓ Vaccines, Blood Products, Insulin, etc	10
7.	Implants /Allied Accessories:- ✓ Implants /Stents /Valves /Pacemakers /PTCA /Y -Connector /Sheath /Fascial Dilator /Hernia Devices /Intrauterine Device (IUD) meant for Cardiology, CTVS, Orthopaedics, Neurosurgery, Interventional Radiology, General Surgery, Obstetrics & Gynaecology, etc	88
8.	Chemotherapy Drugs /Anti Cancer Drugs:- ✓ All Categories (Injectables and Oral Anti Cancer Drugs)	86
9.	Contrast and other Diagnostic Consumables:- ✓ All Categories of Contrast Agents, Consumable, etc	20
10.	Instruments:- ✓ BP Apparatus, Nebulizer, Spirometer, Suction Pump, Thermometer, Glucometer, etc	88
11.	Consumables /Sanitary Consumables:- ✓ Handwash, Hand Sanitizers, Shampoo, Toilet Paper, Sanitary Pads, Diapers, Antiseptic /Disinfectant Soaps and Liquid (Dettol, Savlon, etc), etc	10
12.	Nutrition and Dietary Supplements:- ✓ Capsules, Biscuits, Powders, Infant Milk, Formula, etc	10
13.	Topical Formulations (Dermatological /Cosmeceuticals):- ✓ Creams, Gels, Ointments, Paste, Liniments, etc	10

Store & Procurement Officer
NEIGRIHMS Shillong-18

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