

F. No. 32/645/2017-SPV Division
Government of India
Ministry of New & Renewable Energy

Block No. 14, CGO Complex
Lodhi Road, New Delhi-03

Date: 10.12.2020

Office Memorandum


Subject: Request for Comments on Draft Tender for Component-B of PM-KUSUM Scheme

Ministry is implementing Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan (PM-KUSUM) Scheme, under which standalone solar pumps are being installed with Government financial support.

2. During FY 2020-21, installers of the standalone pumps will be selected through competitive bidding to be conducted through Energy Efficiency Services Limited (EESL). Draft tender has been prepared and hereby circulated for comments of stakeholders. Stakeholders are requested to submit their comments on the draft tender document by **11:59 p.m. on 14.12.2020 (Monday)** through email on shobhit.srivastava@nic.in. Comments shall be provided clearly specifying concerned section and the clause of the draft tender document enclosed.

3. Subsequently, a discussion on the comments/suggestions submitted by stakeholders is scheduled to be held on **15.12.2020 (Tuesday) at 3:00 p.m.** on Microsoft Teams platform. Link for attending the meeting will be sent by 11:00 a.m. on 15.12.2020, to such stakeholders from which comments/suggestions are received.

Encl. As above


(Shobhit Srivastava)
Scientist 'D'

To,

All concerned

SECTION-1

DETAILED INVITATION FOR BIDS (IFB)

FOR

Name of Work: - Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems of 1-10 HP in selected States on PAN India basis, including complete system warranty and its repair and maintenance for 5 Years under MNRE off-grid and decentralized solar PV applications scheme on behalf of State Nodal Agencies (SNAs).

NIT/Bid Document No.: - EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off Grid/2021XXXX
Dated:- XX.12.2020

EESL invites E-bids from eligible bidders for the aforesaid work under Single-stage Three-envelope Bidding Process **THROUGH E-TENDERING***. For details about the IFB, please refer to the details that follow. Any amendment(s)/corrigendum/clarification(s) with respect to this Tender shall be uploaded on the E-Procurement website only. The bidders should keep themselves updated by regularly visiting the E-Procurement website of EESL for any amendment/corrigendum/ clarification in regard to this Tender.

Thanking you,

Yours faithfully,
for & on behalf of EESL

(.....)

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***The bids for E-tenders will be submitted online on the web site <https://eesleproc.in>. Oral, telephonic, telegraphic bids or those submitted in hard copies/physical form will not be entertained. In case, anything to the contrary is mentioned anywhere in the Tender, the same should be ignored.**

BID DETAILS

NIT/Bid Document No.	EESL/06/20-21/KUSUM/SWPS / Dated : ../../2020
Bidding Document Cost	Rs. 25,000/- (Rupees Twenty Five Thousand Only) (<i>non-refundable & non-adjustable</i>).
Bid Security Declaration	Bidder are required to submit a "bid security declaration" . Format for the same is as per Attachment-2 of Section-6, Forms and Procedures. (Bid Security Declaration is to be valid up to 180 days beyond the date of techno-commercial bid opening).
Security Deposit/ Contract Performance	Please refer section 4 for the same

NIT/Bid Document No.:	SECTION-1 (IFB)	Page 1 of 4
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Guarantee/Security	
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From to (upto hrs IST)
Online Bid Submission Period	From to(upto 1130 hours IST).
Techno-commercial E-bid Opening Date & Time, at 1200 hrs. IST.
Pre-bid Meetingat 1130 hrs. IST.
Bid Validity Duration	180 days from the date of opening of techno-commercial bid.
Bid Documents Sections in this Tender	Section-2 – Information to Bidders (ITB). Section-3 – General Conditions of Contract (GCC). Section-4 – Technical Specification and Special Conditions of Contract (SCC). Section-5 – Measurement and Verification. Section-6 – Forms & Procedures.
Contact Person for Technical Queries (Copy of the query to be marked to Contracts Dept.)	Mr. Gaurav Kapoor AM (Technical) (E-mail:- gkapoor@eesl.co.in) Sh. Anil Kumar Dabhade GM Tech (email: adabhade@eesl.co.in)
Contact Person(s) for Tender-related Queries	Sh. Nikhil Bhandari (Engineer-SCM), email:- nbhandari@eesl.co.in Sh. Kumar Saurabh (AGM-SCM)- email:- ksaurabh@eesl.co.in
RfP to be addressed to	CGM (SCM), Energy Efficiency Services Limited, Core-3, 5 th & 6 th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Other Terms and Condition:

1.0 All the bids must be accompanied by the Bidding Document Cost, as mentioned above. **Bids not accompanied by the Bidding Document Cost, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the bids shall not be opened.**

The Bidding Document Cost has to be necessarily submitted in the form of Demand Draft (DD)/Pay Order/Banker's Cheque in favor of "Energy Efficiency Services Limited", issued by any scheduled/nationalized bank and payable at New Delhi.

The Bidding Document Cost and the reach the following address in a sealed envelope superscribed **"Bidding Document Fee for NIT/Bid Document No. EESL/06/2019-20/KUSUM/SWPS /Phase-1/Off Grid....."** before the submission date & time mentioned above.

NIT/Bid Document No.:	SECTION-1 (IFB)	Page 2 of 4
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CGM (SCM),
Energy Efficiency Services Limited,
Core-3, 6th Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

The details of the instruments of Bidding Document Cost have to be entered online in relevant fields/columns of the module while submitting the E-bid. It must be ensured by the bidder that the original instruments towards Bidding Document Cost and EMD are received by EESL before opening time of the techno-commercial bids for verification of the details of the same as given online by the bidder. Failure to comply with this would render the bid liable for rejection and the bid will not be opened online. EESL will not be responsible for any delay, loss or non-receipt of Bidding/RfP Document Cost or EMD sent by post/courier.

If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said Clause, the bid/offer shall be considered as non-responsive and would not be considered for further evaluation. Bidder seeking exemption from submission of the Bidding Document Cost has to mandatorily submit/upload the scanned copy of their valid original NSIC single point registration certificate/MSME along with other relevant documents as part of their online bid. Please note that no part exemption is allowed.

2.0 EESL reserves the right to cancel / withdraw the IFB without assigning any reason whatsoever and in such a case, no bidder / intending bidder shall have any claim arising out of such action.

3.0 The subject procurement will be done through e-tendering. The NIT is available on the website <https://eesl.eproc.in> or could be viewed after following the link of 'e-Tendering' on EESL's website's Home Page, i.e., <http://eeslindia.org> from where the bidders registered with EESL (registration process is explained at the Home Page) will be able to download the Tender documents and submit their bids online. The Tender submission, Tender closing and opening will be done electronically and online. Tender information is also available on <https://eprocure.gov.in>

4.0 For start-up firms, regarding the Qualifying Requirements, Gazette Notification dtd. 17-Feb-2016, G.S.R. 180 (E) and subsequent guidelines will be considered.

5.0 EESL reserves the right of reverse bidding on the prospective L-1 price in each Package. In case the discovered L-1 price of any Package is higher than the EESL-estimated cost or higher than the prevailing market price, EESL at its own discretion may go for reverse auctioning among the 60% of participant bidders of that Package in the order of L-1, L-2,..., L-7, subject to a maximum seven nos. of bidders.

NOTE: EESL has appointed M/s. C1 India Pvt. Ltd., NOIDA as implementation agency for carrying out e-Procurement. Also, as per IT ACT 2000, use of Digital Signature Certificate (DSC) is mandatory for participating in the E-tendering process. New bidders should register on the website <https://eesl.eproc.in> by payment of one-time registration fee of Rs. 5,000/- through DD in favor of "Energy Efficiency Services Limited".

Bidders are requested to visit "e-Tendering" section at EESL website, www.eeslindia.org for instructions and registration on E-tendering portal.

Steps for Registration on EESL's E-Procurement Portal

- (i) Open portal by entering URL <https://eesl.eproc.in> in internet explorer.
- (ii) Download and read 'System Requirement Manual' and Registration Manual from our e-tendering portal <https://eesl.eproc.in>

NIT/Bid Document No.:	SECTION-1 (IFB)	Page 3 of 4
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- (iii) Click on 'Login/Sign Up' link and then Registration link for new registration.
- (iv) Fill all mandatory fields and click on submit button.
- (v) Login with the user id and password you have created. You will be redirected to a page where you have to enter your challenge phrase which is received in your registered email id.
- (vi) Register your class-III Signing and Encryption Digital Signature Certificate (DSC).
- (vii) Participating bidders are required to submit a registration fee of Rs. 5000/- in . There are two options available on the portal for paying the vendor registration fee:-
 1. By Demand Draft of Rs. 5000/- In favour of "Energy Efficiency Services Limited" (Old Method)
 2. By NEFT of Rs. 5000/- on EESL's Account given by the finance department. (Additional Method)

For Method 2:- Fill all mandatory fields of Common Info form and upload scan copy of your DD (in favour of "Energy Efficiency Services Limited", Noida) in PDF format of INR 5,000/- and click on save and send the original DD to EESL, Noida office, Covering Letter on your letter head pad and print out of page regarding registration of approval (automatically generated on screen).
- (i) Also read the instructions given under E-tendering link available at home page of EESL website www.eeslindia.org.

Note: Online registration shall be done on e-tendering website, i.e., <https://eesl.eproc.in> & in general, activation of registration may take 24 hours subject to the submission of original DD. It is sole responsibility of the bidder to register in advance.

A. Digital Signature Certificate:

It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) with signing and Encryption certificate (in the name of person who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of EESL.

B. EESL Global Support Telephones and e-mail id

Contact Details: +91-124-4302033/36/37, +91-8826814007
eeslsupport@c1india.com, sandeep.bhandari@c1india.com

SECTION-2

INSTRUCTIONS TO THE BIDDER (ITB) / CONSORTIUM OF BIDDERS

Name of Work: - Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems of 1-10 HP in selected States on PAN India basis, including complete system warranty and its repair and maintenance for 5 Years under MNRE off-grid and decentralized solar PV applications scheme on behalf of State Nodal Agencies (SNAs).

NIT/Bid Document No.: - EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off Grid/2021XXXX
Dated:- XX.12.2020

A. The Bidding Documents

1.1 The bidding documents include the following

Section-1	Invitation for Bids (IFB)
Section-2	Instructions to Bidder / Consortium of Bidders
Section-3	General Conditions of Contract
Section-4	Special Conditions of Contract explaining in detail technical specifications, scope of work for supply/supply and installation & Commissioning/Consultancy, drawings, documents in support of bidder's qualifications (Qualifying Requirement), and Online Price Bid format.
Section-5	Measurements and Verification
Section-6	Forms & Procedure Format of Bid Form. Format for submitting BG format in lieu of EMD. Format for Power of Attorney. Format for Certificate regarding acceptance of important terms and conditions. Format for Deviations Statement. Format for submission of Contract Performance Guarantee (CPG). Form of acceptance of Fraud Prevention Policy. Format for submitting BG for Advance Payment, wherever applicable. Format for RTGS/NEFT payments. Format for Declaration of quantity.

The bidder is expected to examine all the instructions, forms, terms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of bid.

Definitions

In the "Bid / Tender / Contract Document" as herein defined where the context so admits, the following words and expression will have the following meaning:

1. "Affiliate" shall mean a company that either directly or indirectly
 - i) controls or
 - ii) is controlled by or
 - iii) is under common control with

a Bidding Company (in the case of a single company) and "control" means ownership by one company

2. "B.I.S" shall mean specifications of Bureau of Indian Standards (BIS);
3. "Bid / Tender" shall mean the Techno Commercial and the Price Bid submitted by the Bidder along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions hereof.
4. "Bidder / Tenderer" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require";
5. "Bid Security" shall mean the unconditional and irrevocable bank guarantee/ demand draft to be submitted along with the Bid by the Bidder under ITB Clause 2.4 of this Bid;
6. "Bidding Company" shall refer to such single/consortium company that has submitted the Bid in accordance with the provisions of this Bid;
7. "Bid Deadline" shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid information Sheet and as specified in ITB Clause 3.2 of this Bid document including all amendments thereto;
8. "Bid Document" shall mean all Definitions, Sections, Layouts, Drawings, Photographs, Formats & Annexures etc. as provided in this bid including all the terms and conditions hereof.
9. "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
10. "Competent Authority" shall mean Managing Director (MD) of EESL himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
11. "Company" shall mean a body incorporated in India under the Companies Act,1956;
12. "Contract" means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
13. "Contract Price / Contract Value" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Bid and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the Work (Price for Supply, Transportation(including loading, unloading and transfer to Site), Insurance including change order.
14. "Completion of Work" means that the Project/Works have been completed operationally and structurally and Commissioning has been attained as per Technical Specifications.
15. "Commissioning" means successful operation of the Project/Works by the Contractor, for the purpose of carrying out Guarantee Test(s).
16. "Contract Document" shall mean collectively the Bid Document, Design, Drawings, and Specifications, Annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;
17. "Contractor's Equipment" means all plant, Works, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Works that are to be provided by the Contractor, but does not include plant and equipment, or other things intended to form or forming part of the Works.
18. "Day" means calendar day;
19. "Defect Liability Period" means the period of validity of the warranties given by the Contractor (commencing at Completion of the Project/Works, during which the Contractor is responsible for defects with respect to the Project/Works.
20. "Employer" or "EESL" shall mean Energy Efficiency services Limited, New Delhi.
21. "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in Section 3: Technical& Special Conditions of Contract of this BID;
22. "Engineer-in-Charge" shall mean the person designated from time to time by the Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract;
23. "Effective Date" means the date from which the Time for Completion shall be

- determined;
24. "GCC" means the General Conditions of Contract contained in this section;
 25. "GHI" shall mean Global Horizontal Irradiation.
 26. "Goods" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Works by the Contractor under the Contract but does not include Contractor's Equipment;.
 27. "Guarantee Test(s)" means the test(s) specified in the Technical Specification to be carried out to ascertain whether the Project/Works is able to attain the functional requirements specified in the Technical Specifications.
 28. "The Government" means the Government of India.
 29. "IEC" shall mean specifications of International Electro-technical Commission;
 30. "EESL" shall mean Energy Efficiency Services Limited;
 31. "Mobilization" shall mean establishment of adequate infrastructure by the Contractor at Site comprising of construction equipment's, aids, tools tackles, offices with facilities such as power, water, communication etc. including manpower comprising of Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of Work at site(s), in accordance with the agreed Time Schedule of Completion of Work.
 32. "O&M/ AMC" shall mean Operation & Maintenance(O& M)/ Annual Maintenance Contract (AMC) of the supplied equipments;
 33. "Parent Company" shall mean a company that holds paid-up equity capital directly or indirectly in the Bidding Company, as the case may be;
 34. "Price Bid" shall mean separate Envelope, containing the Bidder's Quoted Price as per the format prescribed in Section-4 (Technical & Special Conditions of Contract) of this BID;
 35. "Qualified Bidder" shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Eligibility Criteria set forth in Section 3: Technical& Special Conditions of Contract of this BID stand qualified for opening and evaluation of their Price Bid;
 36. "SNA" shall mean State Nodal Agency.
 37. "SCC" means the Special Conditions of Contract.
 38. "Statutory Auditor" shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;
 39. "Services" means all those services ancillary to the supply of the Works, to be provided by the Contractor under the Contract; e.g. transportation(including loading, unloading and transfer to Site) and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required),installation,/Pre-commissioning, commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of Employer's personnel and one or two persons from the beneficiaries groups are imparted trainings etc.
 40. "Successful Bidder(s) / Contractor(s)" shall mean the Bidder(s) selected by Employer pursuant to this Bid i.e. on whom award is made. They are also called as implementing partner which includes Consultants also.
 41. "Site" means the Land and other places upon which the Works are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site. The details of the Site are as contained in Section 3: Technical& Special Conditions of Contract of this BID.
 42. "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the Work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal representatives, successors and permitted assigns of such person, firm or company.

43. "Standards" shall mean the standards mentioned in the technical specification of the goods and equipment utilized for the Work or such other standard which ensure equal or higher quality and such standards shall be latest issued by the concerned institution like Bureau of Indian standards(BIS), MNRE, etc.
44. "Time for Completion" means the time within which Completion of the Project/Works is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract;
45. "Work" means the "Goods" to be supplied and installed, as well as all the "Services" to be carried out by the Contractor under the Contract;
46. "Wp" shall mean Watt Peak.
47. Third Parties means to which employer has awarded some work and consultant may be required to co-ordinate with third parties as per scope of work.
48. Agreed Remuneration means the fee to which consultant is entitled as per their quoted and agreed price according to the contract.
49. Consultant: The consultant shall be the professional undertaking or the professional individual named in the contract who is appointed by the employer to perform the services.

Interpretations

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

1.2 Clarification on Bidding Documents

A prospective Bidder requiring any clarification to the bidding documents may notify the EESL in writing or by post or by telex or telefax) at the EESL's mailing address indicated below. The EESL will respond in writing to any request for clarification or modification of the bidding documents that it receives no later than ten (10) days prior to the deadline for submission of bids prescribed by the EESL. Written copies of the EESL's response (including an explanation of the query but not identification of its source) will be sent to all prospective Bidders that have received the bidding documents.

The address of EESL, for communication:

CGM (SCM),
Energy Efficiency Services Limited,
Core-3, 6th Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.

EESL will also facilitate the bidder and any of its personnel or agents for getting permission from the authorities, where actual work is to be executed, to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the EESL and also the authorities, where work

is to be executed, and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

Whenever the bidder is silent about the acceptance of RfP/IFB conditions such as bank guarantee, warranty period, liquidated damages, certification of relation clause no.2.13 [Conflict of Interest] etc. it shall be presumed that the bidder has accepted and certified RfP/IFB conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.

The Bidder shall be deemed to have examined the Bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the Works in line with the Technical specifications and Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his Bid. The bidder shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labour involved, , local and national wage structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents

1.3 Amendment to bidding documents

At any time prior to the deadline for submission of bids, the EESL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The amendment will be notified in writing or by cable to all prospective bidders who have purchased the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein have been taken into account by the Bidder in its bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the EESL may, at its discretion, extend the deadline for the submission of bids.

1.4 Cost of tender Documents

Interested bidder/consortium of bidders may download the RfP/ Tender documents from the website www.eeslindia.org or may purchase the detailed RfP from the EESL office, address of which is given above at 1.2, between 0900 hrs. and 1730 hrs. on working days on payment of amount as mentioned in Section-1. The payment would be accepted in the form of crossed Demand Draft (DD)/Pay Order/Banker's Cheque, drawn from any Scheduled Bank, payable at par at NOIDA, in favour of "Energy Efficiency Services Limited".

While submitting the bid (in case tender documents are downloaded from EESL website), bidder shall submit Tender Document Cost as mentioned in Section-1 in the form of DD/Pay Order/Banker's Cheque in favour of "Energy Efficiency Services Limited" payable at NOIDA along with the bid. However bidders who directly purchase the tender documents from EESL can do so by payment of requisite bid document fee at EESL office in the form of DD/Pay order or Banker's Cheque.

B. Preparation of Bids

2.1 Procedure for Submission of Bid/RfP.

Single Stage Single Envelope Bidding Process:- **NOT APPLICABLE TO THIS TENDER**

NIT/Bid Document No. NIT/Bid Document No EESL/06/2020-21/KUSUM/SWPS //1-10 HP/Off Grid/2021XXXX Dated:- XX.....2020	SECTION - 2 (ITB)	Page 5 of 38
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