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Status: Updated

Award Notice Abstract (Ref No.: 5257650)

**DEPARTMENT OF EDUCATION - DIVISION OF BATANGAS Control Number:** Award Type: Provincial Sports Complex Compound, Bolbok Batangas City Batangas, Region PR No. 2024-10-0126 IV-A, Philippines Award Notice PR No. 2024-10-0126 Lease of Venue for the conduct of Mental Health Contract Amount: Approved Budget: and Psychosocial Support Training for ALS Teachers on November 27-29, 2024 Php546,000.00 Php520,000.00 **Contact Person:** Awardee : Procurement Mode: SPLENDIDO HOTEL TAGAYTAY Rejean Jalico Award Date: Address : **Designation:** Negotiated Procurement -20-Nov-2024 San Gabriel, Laurel, Batangas Laurel Sales Associate Batangas, Region IV-A, Philippines Lease of Real Property Publish Date: 23-Dec-2024 (Sec. 53.10) Line Item Classification: Date Last Updated: # **Product/Service/Project Name** Budget PR No. 2024-10-0126 Lease of Venue for the conduct, Goods 23-Dec-2024 PR No. 2024-10-0126 Lease of Venue for the conduct of Mental Health and Psychosocial Support Training for Php546,000.00 Contract Number: Category: ALS Teachers on November 27-29, 2024, 90110000, 1, Lease and Rental of PR No. 2024-10-0126 Property or Building Proceed Date: Applicable Procurement Reason for Award: 26-Nov-2024 Lowest Calculated Responsive Bid Rules: Contract Effectivity Implementing Rules and Date: Regulations 27-Nov-2024 Contract End Date: Funding Source: 29-Nov-2024 Government of the Philippines (GOP) Created By: Funding Instrument: Rodrigo S. Castillo General Appropriations Act Date Created: 23-Dec-2024 **Delivery Period:** 3Day/s Approver: Contact Person: Rodrigo S. Castillo Rodrigo Castillo View Documents: Created By: 3 Rodrigo Castillo



# Devartment of Education

SCHOOLS DIVISION OF BATANGAS

## BAC Resolution Recommending the Use of Alternative Method of Procurement Resolution No. 2024-10-0126

WHEREAS, there is an approved Purchase Request (PR) No. 2024-10-0126 with an Approved Budget for the Contract (ABC) Five Hundred Forty Six Thousand Pesos only (Php 546,000.00) only for the Procurement of Lease of Venue for the conduct of Mental Health and Psychosocial Support Training for ALS Teachers on November 27-29, 2024;

WHEREAS, it is preferred that government agencies lease publicly-owned real property or venue from other government agencies will be used instead of privatelyowned real property for lease of venue;

WHEREAS, if there is an available publicly-owned real property or venue that complies with the requirements of the Procuring Entity, it may enter into a contract of lease with the government-agency owner;

WHEREAS, the end user/program proponent requested the Bids and Awards Committee (BAC) to use a privately owned venue based on the following considerations:

- The National Educator's Academy of the Philippines (NEAP) Malvar as a publicly-owned venue is unavailable due to ongoing renovation.
- The privately owned venue is necessary due to the number of participants, more economical in terms of money, time and effort spent.
- Also, the location is within Tagaytay and Batangas to ensure accessibility for participants and the ambience and environment in the area is a factor on improving mental health of the participants;
- Furthermore, the venue's rating factor assessment meets or exceeds the required 85% passing rate, and the costs fall within the government procurement guidelines and will not be incurred any additional incidental expenses;

WHEREAS, the use of publicly-owned real property and venue is not feasible;

WHEREAS, Section 48.1 of 2016 Revised IRR of RA 9184 (updated as of 19 July 2024) Subject to the prior approval of the HoPE, and whenever justified by the conditions provided in this Act, the Procuring Entity may, to promote economy and efficiency, resort to any of the alternative methods of procurement provided in this Rule. In all instances, the Procuring Entity shall ensure that the most advantageous price for the Government is obtained;







Address: Provincial Sports Complex, Bolbok, 4200 Batangas City

Telephone: (043)722-1840 / 722-1796

Email Address: deped.batangas@deped.gov.ph

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# Department of Education

REGION IV-A CALABARZON SCHOOLS DIVISION OF BATANGAS

**WHEREAS,** the Bids and Awards Committee was authorized to resort to Alternative Methods of Procurement in accordance with the provisions of Section 53. Negotiated Procurement of the 2016 Revised IRR of RA 9184 (updated as of 19 July 2024)

WHEREAS, the Bids and Awards Committee recommends that the Procurement of PR No. 2024-10-0126 - Lease of Venue for the conduct of Mental Health and Psychosocial Support Training for ALS Teachers on November 27-29, 2024 will be conducted through "Negotiated Procurement-Lease of Real Property and Venue under Section 53.10";

**NOW, THEREFORE,** We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED to conduct an Alternative Method of Procurement for this project.

BAC RESOLUTION REQUESTING FOR THE APPROVAL ON THE USE OF ALTERNATIVE METHOD OF PROCUREMENT RESOLUTION NO. 2024-10-0126 Date: November 7, 2024

Winen Chil

MO

LOU C. PANALIGAN

Member

-OB-

MARIO B. MARAMOT, PhD

Member

DAVID M. NUAY

Member

RHINA O. ILAGAN, PhD

Vice-Chairperson

GREGORIO T. MUECO, CESO VI

Chairperson

APPROVED:

marites <mark>a. Ibañez</mark>, ceso v

Head of Procuring Entity







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# Department of Education

REGION IV-A CALABARZON SCHOOLS DIVISION OF BATANGAS

## BAC RESOLUTION DECLARING LCRB AND RECOMMENDING APPROVAL RESOLUTION NO. 2024-10-0126

WHEREAS, on November 7, 2024 DepEd Division of Batangas thru the Bids and Awards Committee (BAC) Secretariat posted the Request for Quotation for the Procurement of PR No. 2024-10-0126 – Lease of Venue for the conduct of Mental Health and Psychosocial Support Training for ALS Teachers on November 27-29, 2024 with an Approved Budget for the Contract of Five Hundred Forty Six Thousand Pesos (Php 546,000.00) only in the Procuring Entity's website and at SDO Batangas Bulletin Board continuously for 5 calendar days;

**WHEREAS**, the BAC Secretariat sent the Request For Quotation to three (3) venues within the vicinity of the selected location;

**WHEREAS**, on November 11, 2024, at 10:00 a.m. opening of quotations was conducted at SDO Batangas, Provincial Sports Complex, Bolbok, Batangas City;

**WHEREAS**, during the quotation opening, the BAC Secretariat informed the BAC that one bidder, which is Splendido Tagaytay Hotel Inc. submitted the quotation;

**WHEREAS**, the BAC opened the submitted technical documents and financial bid of Splendido Tagaytay Hotel Inc. and found the following details below:

No	NAME OF BIDDER	Bid Amount	BIR Registra tion	ITR/ Tax Clearance	DTI/SEC Registra tion	PhilGEPS Registra tion	Mayors Permit	OSS	Remarks
1	Splendido Tagaytay Hotel Inc.	P 520,000.00	/	1	/	/	/	/	Complying
xx	xxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxx	xxx	xxxx

WHEREAS, the BAC declared Splendido Tagaytay Hotel Inc. as the lone bid as Read;

**WHEREAS**, on November 15, 2024, the BAC conducted onsite post-qualification to Splendido Tagaytay Hotel Inc. located at Splendido Taal Residential State, San Gabriel, Laurel, Batangas;

**WHEREAS**, upon careful examination, validation and verification of the eligibility, technical and financial requirements of Splendido Tagaytay Hotel Inc., it was found responsive as to the requirements of the project;







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**WHEREAS**, the Bids and Awards Committee declared Splendido Tagaytay Hotel Inc. the Single Calculated Responsive Quotation;

NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED to award the project PR No. 2024-10-0126 - Lease of Venue for the conduct of Mental Health and Psychosocial Support Training for ALS Teachers on November 27-29, 2024 to:

Splendido Tagaytay Hotel Inc.

BAC RESOLUTION DECLARING LCRB AND RECOMMENDING APPROVAL

RESOLUTION NO. 2024-10-0126

November 19, 2024

ATTY. KAREN M. SALIMO

LOU C. PANALIGAN

OB-

MARIO B. MARAMOT, PhD

Member

DAVID M. MUAY

Member

RHINA O. ILAGAN, PhD

Vice-Chairperson

GREGORIO T. MUECO, CESO VI

Chairperson

APPROVED:

MARITES A. IBAÑEZ, CESO V Head of Procuring Entity









Telephone:(043)722-1840 / 722-1796

Email Address: deped.batangas@deped.gov.ph



# Department of Education

REGION IV-A CALABARZON SCHOOLS DIVISION OF BATANGAS

# NOTICE OF AWARD (AMP)

November 20, 2024

#### BERNADETTE ARTILLERO

Operations Manager Splendido Tagaytay Hotel Inc. Splendido Taal Residential State San Gabriel, Laurel, Batangas

Dear Ms. Artillero:

We are very pleased to inform you that we have considered your proposal for PR No. 2024-10-0126 - Lease of Venue for the conduct of Mental Health and Psychosocial Support Training for ALS Teachers on November 27-29, 2024 in the amount of Five Hundred Twenty Thousand Pesos (Php 520,000.00) only as corrected and modified in accordance with the Instruction to Bidders are hereby accepted.

You are hereby required to submit the necessary documents upon receipt of this Notice of Award.

Very truly yours,

MARITES A. IBANEZ, CESO V Head of Procuring Entity

Conforme:

Bernadelte D. Arhilen

Signature over Printed Name

operations manager

Designation

Date: Now w, w24







Address: Provincial Sports Complex, Bolbok, 4200 Batangas City

Telephone:(043)722-1840 / 722-1796

Email Address: deped.batangas@deped.gov.ph

Doc. Ref. Code	SDO-OSDS-F120	Rev	00
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#### BANQUET EVENT CONTRACT

#### KNOW ALL MEN BY THESE PRESENTS:

This Agreement is entered into by and between:

SPLENDIDO TAGAYTAY HOTEL INC. a corporation duly organized by virtue of Philippine Laws with address at Dayap Itaas Laurel Batangas, represented herein by its General Manager Ms. Imee Siao Yu, hereinafter referred to as HOTEL.

#### And

**Dr. Marites A. Ibañez** of legal age from DepEd Schools Division of Batangas with office address at Provincial Sports Complex, Bolbok,4200 Batangas City, Philippines herein after referred to as the "ENGAGER":

## Witness that:

Whereas the ENGAGER desires to avail the aforementioned services for the purpose of holding a Seminar with a total contract amount of Five Hundred Twenty Thousand Pesos Only (PHP 520,000.00) on November 27-29, 2024.

Name of Event:

Mental Health and Psychosocial Support Training for ALS Teachers

Date of Event:

November 27-29, 2024

Time of Event:

November 27, 2024 (8:00 AM - 8:00 PM) November 28, 2024 (8:00 AM - 8:00 PM)

November 29, 2024 (8:00 AM – 4:00 PM)

Guaranteed Pax:

91

Function Venue:

Function Hall 3

Function Inclusion:

Free use of venue area

Free use of standard PA system with two (2) microphones

Free use of projector & screen

Free flowing coffee
Free one (1) Tarpaulin

Basic table and chair set-up

Meal Inclusion:

(Plated AM and PM Snacks for Day 1, 2 & 3) (Managed Buffet Breakfast for Day 1, 2 & 3)

(Managed Buffet Lunch for Day 1, 2 & 3) 1 Soup, 2 Main Course, 1

Dessert, 1 Round of Juice & Steamed Rice

(Managed Buffet Dinner for Day 1 & Day 2) 1 Soup, 2 Main Course, 1

Dessert, 1 Round of Juice & Steamed Rice

Accommodation:

22 Premiere Deluxe Double – Quad Sharing

1 Premiere Deluxe Double - Triple Sharing

Check In: November 27, 2024 Check Out: November 29, 2024

Total Amount:

Php 520,000.00

NOW THEREFORE, for in consideration of the foregoing premises and of the terms and conditions hereunder stipulated, the Parties have agreed as follows:

## 1. FACILITIES AND SERVICES

The HOTEL shall provide the room(s), facilities, equipment and food services to the ENGAGER based on the signed proposal and completed banquet inquiry form. Pursuant to Republic Act No. 9211, also known as the Tobacco Regulation Act of 2023, is an omnibus law regulating smoking in public places, tobacco advertising, promotion and sponsorship, and sales restrictions, among other requirements. The HOTEL practices a no-smoking zone on the entire property (including verandas). A fine of Php 10,000.00 if a guest smokes inside the property.

#### 2. RESERVATION

To confirm booking a deposit of fifty percent (50%) of the estimated value of the banquet and/or room reserved shall be paid upon booking. Full payment of the booked function shall be paid at least three (3) days sooner than the booked date. All Account is to be fully paid in cash or credit card prior to the event date. Non-compliance would mean booking has not been confirmed and can be terminated to give am opportunity to prompt paying client. Any amount for the use of the function room or banquet in excess of the value booked shall be paid immediately after the event.

For Corporate Accounts with credit line – Send Bill Arrangement. Payment must be settled within seven (7) days from the date of receipt of the statement of account. A surcharge of 2% per month shall be imposed on overdue accounts. By way of confirmation, a letter of Authority / Certificate of Availability of Funds together with the signed contract must be submitted before function date.

If there is a pre-approved direct billing, the ENGAGER shall make the payment to the HOTEL within fifteen (15) days upon receipt into statement of account. All payments will be made at the HOTEL, located at **Dayap Itaas Laurel Batangas** or may be into the account of **Splendido Tagaytay Hotel Inc.** with **0021-4033-2098**.

#### 3. CANCELLATION

The cancellation of a confirmed function must be submitted in writing to the HOTEL sales & Marketing Team. The following cancellation of booking will result in a fee equivalent to:

Five Thousand pesos (Php5,000.00) as processing fee including:

- a. 25% of the contract price, when cancellation is made at least Ninety (90) days prior to the function date;
- b. Sixty (60) days, a fee equivalent to 50%;
- c. Thirty (30) days, a fee equivalent to 75%;
- d. Cancellation on the day itself will result in a fee equivalent to 100% of the contract price.

If the ENGAGER fails to pick up the contracted guestroom and function space but does not cancel event, the ENGAGER agrees to forfeit his/her deposit and further agrees to pay the balance as liquidated charges.

# 4. EXCESS/BELOW GUARANTEED

The HOTEL shall provide the arrangements in the quotation with the guaranteed number of participants stipulated in each organized meal.

Should the actual number of participants be less than the guaranteed number, the ENGAGER shall still be charged the amount equivalent to the guaranteed number of participants. On the other hand, should the actual number of participants exceed the guaranteed number, each participant counted beyond the guaranteed number of participants shall be charged the quoted rate plus a surcharge of 10%

Amendment of the guaranteed number of participants or menu items, have to be submitted in writing to the HOTEL Sales & Marketing Department at least five (5) days before the event.

#### 5. MENU SELECTION & PRICING

Selection of the menu shall be made at least five (5) days prior to the function date.

ENGAGER grants the HOTEL the right to increase quoted prices in case there is a surge on the cost of food and beverages as well as operation cost at the time of undertaking and to make a reasonable substitution on the menu. ENGAGERS agrees to pay the increased price and accept such substitutions.

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The HOTEL shall give advance notice in case of increase in cost of food and beverages as well as any substitution of the menu.

## 6. FOOD, BEVERAGES & CORKAGES

To protect guests from any food discrepancies and impairment, food and beverage from outside are strictly not allowed. Only One (1) cake from outside are allowed in the banquet area at no additional cost. The HOTEL reserves the right to refuse entry of food and beverage brought from outside the hotel.

As general rule, all food and beverages shall be vented or supplied exclusively by the HOTEL, unless previously agreed upon. In the event that the HOTEL allows the ENGAGER to bring food and beverages items, the ENGAGER shall be charged accordingly.

Whole Roasted Pig Php 1,500.00 per Lechon Roasted Whole Calf Php 1,500.00 per Calf Case of Beer Php 1,000.00 per Case Case of Soft Drink Php 1,000.00 per Case Wine per Bottle Php 1,000.00 per Bottle Hard Drinks per Bottle Php 1,500.00 per Bottle Chafing Dish Php 3,000.00 per Chaffing Dish Live Band Php 5,000.00 per Energy Fee Acoustic Band Php 2,500.00 per Energy Fee Light & Sounds Php 5,000.00 per Energy Fee LED Wall Php 5,000.00 per Energy Fee Confetti Cleaning Cost Php 3.000.00 Cleaning Cost Photo Booth Php 1,500.00 Energy Fee Projector and Screen Rental Php 3,500.00 / 4 Hours Rental

It is also agreed that the ENGAGER shall be solely liable for the brought-in item's good condition and quality. Food packages shall be sealed and identified with name. Packages should be sealed, identified with name, group name and banquet contract name to insure proper handling of the same.

## 7. FUNCTION ROOM & VENUE SETUP

The HOTEL reserves the right to assign an alternate function room should be contracted function room become unavailable for should indicate valid reason for assigning alternate function room. The HOTEL may arbitrarily decide to assign them a different room.

The HOTEL reserves the right to re-assign function space should guaranteed number of attendees fall below the estimated attendance at the time of booking. In case of re-assignment of function rooms due to circumstances deem necessary the HOTEL shall provide an alternate arrangement to meet the requirements of the event. Function room/area rental fees may be applicable if group attendance falls below the estimated attendance at the time of booking.

The HOTEL shall not be held liable for the non-accommodation of the ENGAGER'S request if the actual number of guests or participants exceed the maximum number as indicated in the quotation or for any last-minute changes, as the case may be.

Additional charges will apply for the unusual set-up requirements electrical hooks, audio-visual equipment or telecommunications equipment and connections.

The HOTEL reserves the right to make the final decision on outdoor function. Decision to move function indoor shall be made at least four (4) hours prior to the event based on prevailing weather forecast and conditions. Double set-up of the venue shall be subject to an additional fee of Php5,000.00.

For the use of indoor area as back-up, additional electricity charge will be charge to ENGAGER'S account. Additional labor fee shall be charged for any request for assistance from the HOTEL staff/employees in setting up and/or tearing down excessive set-up and additional electrical requirements. Additional fee shall also be charged for disposal of excessive trash. No confetti, glitter or potpourri can be used in a way that they will be into the carpet. Candles must be in containers to catch the wax and enclose the flames. Torches are not allowed indoors.

All electrical requirements must be pre-arranged through the HOTEL POMWC staff.

In case of the need for outside security, only private guards from security companies licensed by the Philippine National Police shall hired directly by and at the expense of the ENGAGER. Guard must be good grooming and in complete uniform.

Any extension beyond the agreed duration on the function room shall be subject to additional corresponding rental fees of PHP 5,000 per hour

In case the ENGAGER wishes to avail the services of an outside supplier (e.g. florist, coordinator, venue decorator etc.), the above supplier shall agree with the terms and conditions set forth by the HOTEL regarding the rules and regulations for outside supplier.

Nothing shall be posted, nailed, screwed or otherwise attached to the bar area, ceiling, columns, walls, floors, furniture and in any part of the indoor and outdoor banquet areas that will cause visual and other damage. Any damage due to the violation hereof shall be for the whole account of the ENGAGER.

The event shall begin promptly as scheduled. The function area/room shall be vacated not later than the agreed time. Should the event exceed the agreed time, the ENGAGER shall be billed for applicable and additional charges.

Ingres and Egress charges apply.

ENGAGER assumes full responsibility for the conduct of its guests. Any damage and other expenses resulting from the said guests shall be charged to and reimbursed by the ENGAGER.

For Outdoor Functions beyond 10PM, the ENGAGER is required to secure Mayor's Permit for the use of Sound System beyond 10PM.

#### 8. FORCE MAJEURE

The HOTEL shall not be responsible to the ENGAGER and its guests or participants for the failure to comply with by the terms of this agreement, where such failure is due to fortuitous event beyond the control of and without the fault of the HOTEL such as typhoons, floods, earthquakes and other natural calamities or acts of God, labor disputes, strikes and the concerted labor actions, accidents, illness, government controls or restrictions or causes beyond control.

#### POSTPONEMENT

Should the ENGAGER wish to postpone the function on another date and/or time, a notice has to be submitted in writing to the HOTEL Sales & Marketing Team at least (15) days prior to the function date and a full payment of the contract price shall be required and it shall be subject to the availability of room accommodations and function rooms. Postponement received less than three (3) days will result to a surcharge of 10% of the contract price.

#### 10. LIABILITY

The HOTEL is not responsible for the loss of any merchandise or articles that are left at the club by the ENGAGER or its guests, except when such loss is directly attributable to the fault or negligence of HOTEL'S personnel. Any damage to the facilities of the HOTEL during the conduct of the event shall be charged to the final bill of the ENGAGER, except when such damage is directly attributable to the fault or negligence of HOTEL'S personnel. ENGAGER undertakes to settle any and all outstanding balance due.

# 11. WAIVER OF INDEMNIFICATION

The ENGAGER shall hold harmless HOTEL, its owners, directors, officers, employees and agents from any and all claims, actions, suits or allegations for damages to person or property which relates, emanates or in any way pertains to the event, except those attributes to the acts of negligence of the HOTEL'S employees.

# 12. INTERPRETATION OF CONTRACT



Splendido Tagaytay Hotel Inc. or any of its duly authorized representatives has the sole right of interpretation on the terms stated and stipulated herein and in related agreements.

By signing this agreement, it is deemed that both parties and their representatives have fully understood the terms and conditions indicated herein and on other documents stipulated herein.

Splendido Tagaytay Hotel Inc	Splendido	Tagaytay	Hotel	Inc.
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**ENGAGER: DepEd Batangas** 

By:

Accepted by:

Sales Associate

MARITES A. IBAN Schools Division Superintendent

Approved by:

GREGORIO T. MUECO, CESO VI

BAC Chairperson

MS. BERNADETTE ARTILLERO

Operations Manager

Funds Available: 50000

ARDA U. ALON Accountant III

Noted by:

SIAO YU Group General Manager

SUBSCRIBED AND SWORN TO BEFORE ME

DOC. NO. PAGE NO. BOOK NO.

SERIES OF 2024

RoB of Attorney's No. 69653 PTR No. 2348626 - 1/2/24-Sto. Temas City 13P No. 328942 - 12/15/27 - Batangas MCLE Compliance No. Vill - Issued on October 25, 2023



# Department of Education

REGION IV-A CALABARZON SCHOOLS DIVISION OF BATANGAS

# NOTICE TO PROCEED (AMP)

November 25, 2024

#### BERNADETTE ARTILLERO

Operations Manager Splendido Tagaytay Hotel Inc. Splendido Taal Residential State San Gabriel, Laurel, Batangas

#### Dear Ms. Artillero:

The Notice to Proceed is hereby given to Splendido Tagaytay Hotel Inc. that work may commence on the date this NTP was received for the project PR No. 2024-10-0126 - Lease of Venue for the conduct of Mental Health and Psychosocial Support Training for ALS Teachers on November 27-29, 2024 in the amount of Five Hundred Twenty Thousand Pesos (Php 520,000.00) only.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the DepEd Division Office, Batangas Provincial Sports Complex, Bolbok, Batangas City.

Very truly yours,

MARITES A. IBAÑEZ, CESO V Head of Procuring Entity

I acknowledge receipt of this N	otice on	Nov. 26,	2024
Name of the Representative of	Bidder:	Bernadette	D. Arhiltero
Authorized Signature:	Adallio		





Address: Provincial Sports Complex, Bolbok, 4200 Batangas City

Telephone: (043)722-1840 / 722-1796

Email Address: deped.batangas@deped.gov.ph

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