



REQUEST FOR QUOTATION (RFQ) (Goods)

	DATE: May 27, 2019
	REFERENCE: RFQ-BD-2019-010

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply of Visibilities and Promotional Items for C2RP Project of UNDP Bangladesh**, as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Price Offer shall be submitted on or before 4.30 p.m. (local time) on Wednesday, May 29, 2019

Documents uploaded in the system as part of your quotation must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation is submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using
username: event.guest
password: why2change
and follow the registration steps as specified in the system user guide.
If you have already registered before, sign in using the username and password. Use the “forgotten password” button if you do not remember your password. Make sure that your password has at least 8 characters, at least one in capital letters, and contains at least 1 number.

You can find detailed user guides and videos on how to use the system following this link:
<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/>

ANNEX 1

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s: *[check the condition that applies to this RFQ, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP	
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Community Recovery and Resilience Project (C2RP) UNDP Cox's Bazar Sub Office Hotel Saibal, Second Floor Sea Beach Road, Cox's Bazar	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents (if using freight forwarder)	N/A	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 07 days from the issuance of the Purchase Order (PO)	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Packing Requirements	<input checked="" type="checkbox"/> Required	
Mode of Transport	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER [pls. specify]
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 01 Year <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair	
Deadline for the Submission of Quotation	COB, <i>Wednesday, May 29, 2019</i> and Dhaka, Bangladesh	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; VAT and BIN	

	<p>certificate.</p> <p><input checked="" type="checkbox"/> At least 05 years' experience as a firm or organization to operate the business in Bangladesh. Relevant purchase order must be submitted.</p> <p><input checked="" type="checkbox"/> At least 03 years relevant experience for last three years to deal similar nature of jobs. Relevant PO must be attached</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 90 days</p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods
Liquidated Damages	<p><input checked="" type="checkbox"/> Will be imposed under the following conditions: - Percentage of contract price per day of delay: 1 %</p> <p>Max. no. of days of delay: 20 Days After which UNDP may terminate the contract.</p>
Evaluation Criteria <i>[check as many as applicable]</i>	<p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price</p> <p>Comprehensiveness of after-sales services</p> <p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criterion and cannot be deleted regardless of the nature of services required]</i></p> <p><input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time</p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Passing all Testing spot check as per RFQ</p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ</p>

	requirements
Contact Person for Inquiries (Written inquiries only) ¹	<i>Md. Najmul Haider</i> <i>Procurement Cluster</i> <i>bd.procurement@undp.org;</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected. The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf





Thank you and we look forward to receiving your quotation.

Yours sincerely,

Sonia Mehzabeen
UNDP Bangladesh

Technical Specifications

TABLE 1 : Technical Compliance sheet

Procurement of Equipment's for Community Security Plan for CPF				
SI #	Description	Equipment's Specification Pics/Size	Technical Specification	Qty
01	Helmet		Helmet Hard cap with rain trough and HDPE outer shell Quick fit adjustment, 4-point nylon suspension 3-level height adjustment and accessory slots ANSI Type 1, Class E compliant, 20/ea per case Colour- Blue	480
02	Whistle		Whistle METAL- Brass or Iron PROCESS- Die Pressed TYPES OF USES - Metropolitan and Thunder POLISH- Nickle or Chromium Colour- SS steel	480
03	Lati	 This Lati that is shown here was provided by the Dist. Police of CXB.	Wooden Latti Type/ Uses: Police All details as per below image. This Lati that is shown here was provided by the Dist. Police of CXB.	480
04	Eye Protective Glass		Eye Protective Glass Lenses Material : Plastic Frame Material: Acrylic Lens Coating: Hard Coating Leg Material: Nylon Lens Thickness (mm): Min 2.2 mm	480



05	Megaphone		<p>Supply, Installation and commissioning of Megaphone</p> <p>Brand: TOA or Any Reputed Brand or Equivalent</p> <p>MODEL: To be mentioned by the bidders</p> <p>Country Of origin: INDONESIA/ Thailand/ Taiwan</p> <p>Name of Manufacture: TOA ELECTRONICS</p> <p>Power Source Battery: R20P (D) × 10 (15 V DC)</p> <p>External Power: 12 V DC Battery</p> <p>Rated Output Min 30 W</p> <p>Maximum Output Max 45 W</p> <p>Signal Sound Whistle (1.6 to 2.4 kHz) /Siren</p> <p>Battery Life Voice: Approx. 17 hours (JEITA (*2)), Whistle: Approx. 90 min. (JEITA (*2))</p> <p>Audible Range Voice: Approx. Min 800 m; Whistle: Approx. Min 1000 m</p> <p>AUX Input Sensitivity -10 dB (*1) (300 mV), 10 kΩ (φ3.5 mini jack, stereo plug acceptable) , volume control</p> <p>EXT. Mic Input 600 Ω, unbalanced, 6.3 phone jack, volume control</p> <p>Diaphragm Polyimide film (voice coil, bobbin)</p> <p>Remaining Battery Indication LED (also serves as a power indicator)</p> <p>Steady ON: Normal use, Flashing: Batteries need replacement</p> <p>Operating Temperature -10 °C to +40 °C</p> <p>Finish Horn ring: Vinyl chloride, gray, Horn: Aluminum, light gray, paint, Case top: Die-cast aluminum, gray, paint, Strap: Nylon, black, Others: ABS resin, gray</p> <p>Weight 3.6 kg (without batteries) , Microphone: 150 g</p> <p>Accessory mini plug (AUX input)1, External power supply cord (1 m)1, Splash-proof cover 1</p> <p>Option Speaker stand: 16A, Microphone: DM series</p> <p>Text & Logo screen Print As per direction of Contract administrator</p> <p>Warranty: Minimum 01 year</p> <p>After sales service Minimum 02 years</p>	30
06	Re Chargeable Torch		<p>Re Chargeable Torch</p> <p>Brand : Geepas Or Equivalent</p> <p>Model : To be mentioned by the bidders</p> <p>Country Of origin: Thailand/ Taiwan/ Korea</p> <p>Distant Range : 2000 Meter</p> <p>Rechargeable Li-ion Battery</p> <p>Voltage : 3.7V - 3000mAh</p> <p>High quality battery can be charged up to 1500 times</p> <p>Machined aircraft grade aluminum body with anodized finish</p> <p>Hyper bright cool white microchip LED</p> <p>Warranty-01 year warranty</p>	480

TABLE 2 : Price Schedule

Price Schedule					
SI #	Description	UOM	Qty	Unit Price (DAP)	Total Price (DAP)
1	Helmet	EA	480		-
2	Whistle	EA	480		-
3	Lati	EA	480		-
4	Eye Protective Glass	EA	480		-
5	Megaphone	EA	30		-
6	Re Chargeable Torch	EA	480		-
Total Price in BDT inclusive all direct and Indirect Cost-DAP Incoterms apply					-

**Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.*

[Enter name of authorized staff]

[Designation]

[Click here to enter a date]

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time: 07 day after Issuing the PO			
Delivery Address: Community Recovery and Resilience Project (C2RP) UNDP Cox's Bazar Sub Office Hotel Saibal, Second Floor Sea Beach Road, Cox's Bazar			
Delivery terms: DAP			
Validity of Quotation: 90 Days			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less

than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon
Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment: **Supply of Visibilities and Promotional Items for C2RP Project of UNDP Bangladesh,**

Reference: [RFQ-BD-2019-010](#)

Dear Sir,

I declare that is not in the UN Security Council 1267/1989
List, UN Procurement Division List or Other UN Ineligibility List.

Yours Sincerely,