

Tender Document

PROCUREMENT OF HARDWARE / IT EQUIPMENT FOR FIEDMC OFFICE

Bid Submission Date & Time :	1400 Hous , 14th April 2014
Technical Bid Opening Date & Time:	1430 Hours, 14th April 2014
Financial Bid Opening Date & Time:	1430 hours , 18th April 2014



**Faisalabad Industrial Estate Development and Management Company
(FIEDMC)**

**1st Floor , FCCI Complex, East Canal Road , Canal Park,
Faisalabad**

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UAN : 041-111-343-362

www.fiedmc.com.pk

Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding/Tender Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website. <http://www.ppra.punjab.gov.pk>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by **Bid Security (Earnest Money)**, as part of Financial bid in favor of "FIEDMC". The complete bids as per required under this tender document, must be delivered to the FIEDMC OFFICE **on or before 1400 hrs on 14th April, 2014**. The **Technical** bids shall be publicly opened in the Committee Room of FIEDMC, **at 1430 hours on 14th April 2014, whereas Financial Bid of successful bidder shall be publicly opened on 1430 hours on 18th April 2014**. In case the last date of bid submission falls in / within the official holidays, the last date for submission of the bids shall be the next working day

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the hardware must be received in writing to the FIEDMC till **10th April, 2014**. Any query received after said date may not be entertained. All queries shall be responded to within due time. FIEDMC may host a Q&A session, if required, at FIEDMC premises. All Bidders shall be informed of the date and time in advance.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the works/supplies awarded under this Bid Process will be entertained by the FIEDMC. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the supplies/works and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the FIEDMC will be permitted.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the FIEDMC office.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The FIEDMC will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER

3 Tender Scope

Following requirements define the scope of work of this tender.

- 3.1. The Selected Bidder will be responsible for the supply of all equipment at FIEDMC Office.
- 3.2. Selected Bidder must ensure that the supplied equipment is fully operational, new and performs properly and meet Technical Specification.

4. Tender Eligibility/Qualification Criteria

- 4.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:
- 4.2 has a registered/incorporated company/firm in Pakistan with relevant business experience of last three (3) years , following are the details:

Item #	Description	Qty
1	Desktop Computers	16
2	Server Machine	01
3	Printer	01
4	LED Monitor	10

- 4.3 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate.
- 4.4 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN).
- 4.5 has submitted bid for all goods/material and bid security against total quoted cost.
- 4.6 has authorization of the relevant valid highest Tier available in Pakistan for all items.
- 4.7 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory).
- 4.8 Goods can only be supplied / sourced / routed from "origin" in "eligible" member countries.
 - a. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
 - b. "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

5. **Tender Cost**

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the FIEDMC shall in no case be responsible / liable for those costs / expenses.

6. **Joint Venture / Consortium**

Joint venture / Consortium are not eligible for this tender.

7. **Amendment of the Tender Document**

7.1 The FIEDMC may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

7.2 The FIEDMC shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.

7.3 The FIEDMC may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule of Punjab Procurement Rules, 2014.

8. **Preparation / Submission of Tender**

8.1 The Tender shall be in two parts i.e. **the technical proposal and the financial proposal.**

8.2 Technical Proposal shall comprise the following, **without quoting the price:**

8.2.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted).

8.2.2 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan

8.2.3 Covering letter duly signed and stamped by authorized representative.

8.2.4 Authorized Certificate / document from the principal / manufacturer.

8.2.5 Undertaking and Evidence that the quoted Goods are genuine, international brand, brand new, non- refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials

8.2.6 Technical Brochures / Literature

8.2.7 **Details of Warranty.**

8.2.8 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan

8.2.9 Valid Registration Certificate for Income Tax & Sales Tax.

8.2.10 Income Tax & Sales Tax Returns for the last three (3) tax years.

8.2.11 Bidder must include Warranty/Services (as per minimum SLA requirement) for equipment cost of first year.

8.3 The Financial Proposal shall comprise the following:

8.3.1 BOQ Form

8.3.2 Bid Security (**Earnest Money**)

8.4 This is made obligatory to affix authorized signatures with official seal on all original documents, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

9. **Tender Price**

9.1 The quoted price shall be:

9.1.1 best / final / fixed and valid until completion of all delivery i.e. not subject to variation / escalation;

9.1.2 Amount in Words & Figures and must be in Pak Rupees only;

9.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.

9.1.4 including all charges up to the delivery point at FIEDMC Office.

9.2 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

10. Bid Security (Earnest Money)

- 10.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:
- 10.1.1 for a sum equivalent to 2% of the Total Tender Price;
 - 10.1.2 denominated in Pak Rupees;
 - 10.1.3 As part of financial bid envelope, failing which will cause rejection of bid.
 - 10.1.4 in the form of Demand Draft / Pay Order , in the name of the FIEDMC;
- 10.2 The Bid Security shall be forfeited by the FIEDMC, on the occurrence of any / all of the following conditions:
- 10.2.1 If the Tenderer does not accept the corrections of his Total Tender Price; or
 - 10.2.2 If the Tenderer, having been notified of the acceptance of the Tender by the FIEDMC during the period of the Tender validity, fails or refuses to furnish Goods in accordance with the Tender Document.
- 10.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid, while the unsuccessful bidders of financial bid will be returned the Bid Security only without BOQ Form. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Goods.

11. Tender Validity

The Tender shall have a minimum validity period of **30 days** from the last date for submission of the Tender.

12. Modification / Withdrawal of the Tender

- 12.1 The Tenderer may, by written notice served to the FIEDMC, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 12.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

13. Opening of the Tender

- 13.1 Tenders (Technical Bids) shall be opened **at 1430 hrs on 14th April 2014**, in the presence of the Tenderer(s)/Bidders/Vendors and Financial Bids of Successful bidder (Technically qualified) shall be opened **at 1430 hours on 18th April 2014**, In case the last date of bid submission falls in / within the official holidays / weekends of the FIEDMC, the last date for submission of the bids shall be the next working day.
- 13.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the FIEDMC may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

14. Clarification of the Tender

The FIEDMC shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such Correction is sole discretion of the FIEDMC.

15. Correction of errors / Amendment of Tender

- 15.1 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 15.2 No credit shall be given for offering delivery period earlier than the specified period.

16. TECHNICAL EVALUATION CRITERIA

ELIGIBILITY MARKS: A technically eligible bidder, based on conditions listed in this document, not

meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened. 30% marks of Financial bid will be given to lowest prices quoted bidder and other's shall be rated accordingly

PROVISO: Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the FIEDMC SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, & their Financial Bids shall be opened.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria against all items will be eligible for further processing.

The Bids which do not conform to the Technical Specifications as mentioned in **Annexure A** or Bid conditions and the Bidders without adequate capabilities for supply and warranty will be rejected. The Eligible/Technically Qualified Bidders will be considered for further evaluation.

The Technical proposals shall be evaluated by the committee in the light of following evaluation criteria categorized as under:

Item#	Items/Equipment/Goods	QTY
1	Desktop Computers i-3 , 4 th Gen	16
2	Xeon Server	01
3	Color LaserJet Network Printer	1
4	LED 18.5"	10

TECHNICAL EVALUATION CRITERIA

Category	Description	Points
Legal (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory
	Compliance to the technical specifications of hardware (all items) to be procured mentioned vide Annex-A of this document	Mandatory
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper is must)	Mandatory



Evaluation for Technical Proposal

S#	Description	Total Marks	Marks Distribution				
1	Partnership	20					
1	Company Partnership with Principle for 3 years		Exp	3 Years	2 Years	less than 2 Years	
		10	Marks	10	5	0	
2	PartnerShip Tear		TEAR	Tear 1	Otherwise		
		10	Marks	10	0		
2	Offices	10					
1	Company Offices atleast in 5 major Cities of Pakistan		Offices	10 Cities	7 Cities	5 Cities	less than 5
		5	Marks	5	3	2	0
2	Head/Branch Office at Faisalabad	5	1. Office in Fsd = 5		2. No office in Fsd= 0		
3	Similar Projects	10	Projects	10 Projects	7 Projects	5 Projects	less than 5
1	FIRM Similar projects of same scope in Pakistan "Documented proof/ references are required"		Marks	10	7	5	0
4	Company/Firm in operation	10					
1	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan (Documented Proof)		Firm in Operations	7 Yeas	5 Years	3 Years	less than 3
			Marks	10	7	5	0
5	Product/Brand	10					
	Single product / brand based solution		Brand	Single Brand based Solution	02 Brands Solution	otherwise	
			Marks	10	5	0	
Note: Minimum marks for pre-qualification will be 70%							
Total		60					

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

17. FINANCIAL PROPOSAL EVALUATION

- 17.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue mentioned above. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.
- 17.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the FIEDMC, the contractor shall be bound to adjust the same in the Financial Proposal.
- 17.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 17.3 The FIEDMC will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

18 Rejection / Acceptance of the Bid

- 18.1 The FIEDMC shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions, at the time of order placement. The FIEDMC may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The FIEDMC shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The FIEDMC shall incur no liability, solely, by virtue of its invoking Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Punjab Procurement Rules, 2014).

19. Acceptance Letter

As per Punjab Procurement Rules 2014, the FIEDMC shall issue the Acceptance Letter/Purchase order to the successful Tenderer, at least after 07 days of announcement of bid evaluation reports and prior to the expiry of the original validity period or extended validity period of the Tender.

20. Delivery

The delivery time of the equipment at FIEDMC Office will be 3-4 weeks.

21. Inspection and Testing

- 21.1 The FIEDMC shall inspect and test the Goods supplied, Works carried out, under the Contract/PO/Supply Order, to verify their conformity to the Technical Specifications.
- 21.2 The inspections and tests shall be conducted at the premises of the Contractor / at the final destination. Where conducted at the premises of the Contractor, the Contractor shall provide all-reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the Manufacture, to the inspectors, at no charge to the FIEDMC.
- 21.3 The FIEDMC may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or Works or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the FIEDMC.
- 21.4 The FIEDMC's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.
- 21.5 Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

22. Warranty

- 22.1 The Contractor shall warrant to the FIEDMC that the Goods supplied by the Contractor, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 22.2 The Contractor shall provide Manufacturer's **Local warranty** (hereinafter referred as Warranty Period) for all items in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include:
- 22.2.1 Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation;
- 22.3 The Warranty Period shall start from the date of delivery of the Goods on site.

23. Payment

- 23.1 The Contractor shall provide all necessary supporting documents along with invoice.
- 23.2 The Contractor shall submit request for Payment, to the FIEDMC. The Application for Payment shall: be accompanied by such invoices, receipts etc.
- 23.3 The FIEDMC shall get verified the details of equipment delivered against the invoice from the IT Department of FIEDMC and Payment shall be made on complete delivery of equipment after issuance of satisfactory certificate by concerned IT Department.
- 23.4 The FIEDMC shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial delivers. The FIEDMC shall make payment for the Goods supplied, as per Government policy, in Pak Rupees, through cheque.
- 23.5 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till Delivery of goods.

24. Forfeiture of Earnest Money

- 24.1 The Earnest Money shall be considered as Performance Security of Successful bidder and shall be forfeited by the FIEDMC,
- 24.1.1 If the Contractor fails / delays in performance of any of the obligations, under this Tender Document/supply order violates any of the provisions / commits breach of any of the terms and conditions of this tender document/Supply Order the FIEDMC may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
- 24.3 Failure to supply required items within the specified time period (" Delivery Period") , Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

25. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

ANNEXURE-A**TECHNICAL SPECIFICATIONS OF
HARDWARE/IT EQUIPMENT****Item # 1**

Desktop Computers		
BRANDS		HP, DELL OR EQUIVALENT (International Brands Only)
SR. #	DESCRIPTION	SPECIFICATIONS
1	Processor	Intel Core i3-4 th Gen, 3.4Ghz 3MB Cache or Higher
2	Mother Board	Intel Chipset QM77 or Higher
3	Memory	2GB DDR3 or Higher
4	Hard Disk Drive	SATA 500GB 7200 RPM. or Higher
5	Super Drive	CD+/-RW and 8X DVD RW 16X DVD R or higher compatible with Microsoft Windows Xp/Vista/7/8 and Linux.
6	Video/Display Card	On-board Graphics Controller
7	Sound Card	On-Board
8	Network Adapter	10/100/1000 base-T Ethernet card
9	Mouse & Key Board	Keyboard & Mouse USB.
NO TE: Local Warranty 3 years		

Item # 2

Server Machine		
BRANDS		HP, DELL OR EQUIVALENT (International Brands Only)
SR. #	DESCRIPTION	SPECIFICATIONS
1	Intel Processor	Intel Xeon Processor 2.2GHz Quad Core Processor, 10MB Cache..
2	Memory	8GB DDR3
3	Hard Disk Drive	3x500GB hot-plug LFF SATA
4	Super Drive	Supper Drive Hot plug
5	Video/Display Card	On-board Graphics Controller
6	Power Supply	redundant power Supply
7	Raid Controller	Integrated Minimum RAID 5
8	Sound Card	On-Board
9	Network Adapter	Ethernet 1gb 2 port adapter Giga port NIC
10	Mouse & Key Board	Keyboard & Mouse USB.
11	Casing/Chassis	Tower Server Chassis
13	Windows	Windows Server 2012 R2.
NO TE: Local Warranty 3 years		

Item # 3

Color LaserJet A3 Size Network Printer		
BRANDS		HP OR EQUIVALENT (International Brands Only)
SR. #	DESCRIPTION	SPECIFICATIONS
1	Print speed	black & Color (normal quality mode): Up to 20 ppm
3	Print resolution	black & Color : Up to 600 x 600 dpi.
4	Print technology	Laser
5	Processor speed	540 MHz
6	Paper Handling Standard	Input (100-Sheet Multipurpose Tray, 250-Sheet Input Tray 2, 500-Sheet Input Tray 3)
7	Duplex printing	printing on both)
8 9	Media Sizes, Standard	Tray 1: Letter, legal, executive, 11x17, 12x18, 4x6, 5x8, 8.5x13, envelopes (No. 10, Monarch), custom: 3 x 5 to 12.6 x 18 in, Tray 2: letter, legal, executive, 11x17, 8.5x13, custom: 5.8 x 7.2 to 11.7 x 17 in, Optional tray 3: letter, legal, executive, 11x17, 8.5x13, custom: 5.8 x 8.3 to 11.7 x 17 in
10	Connectivity Standard	1 Hi-Speed USB 2.0; 1 Fast Ethernet 10/100 Base-T
NO TE: Local Warranty 1 years		

Item # 4

LED Monitor		
BRANDS		International Brands Only
SR. #	DESCRIPTION	SPECIFICATIONS
1	Size	18.51 inch Display with LED Backlit
3	Brightness	250cd/m ² Brightness
4	Contrast Ratio	(typical) 600:1
5	Resolution	1366 x 768 Pixels
6	Panel	TN Panel Type
NO TE: Local Warranty 3 years		

Bill of Quantities(BOO)

Price Schedule/ Financial Cost Sheet

Item #	Item Description	No of Units/ QTY	Unit Rate (Excl. Taxes) Rs.	Total Taxes Per unit	Unit Rate (Incl. all Taxes) Rs. (4=2+3)	Total Cost (Incl. all Taxes) Rs
1	Desktop Computers i-3 , 4 th Gen	16				
2	Xeon Server	01				
3	Color LaserJet Network Printer	01				
4	LED 18.5"	10				
Total Bid Price						
Total Cost (in words) Rs. _____						

Notes to Price Table:

1. Prices must be quoted for all items under each item
2. The FIEDMC reserves exclusive rights to increase/decrease the quantities of equipment/hardware mentioned vide this tender document.
3. Amount of Earnest Money Rs: _____ , DD/Pay Order # _____ , Bank Name: _____

Date _____

Signature of authorized person

Name:

(Company Seal)

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.