

राजस्थान राज्य प्रदूषण नियन्त्रण मण्डल RAJASTHAN STATE POLLUTION CONTROL BOARD

04,संस्थानिक क्षेत्र, झालाना डूंगरी, जयपुर

फोन नं.: 0141-2716800, 2716814, 2716907

क्र. एफ 8(04) ए.सी. / रा.प्र.नि.मं. / 1504-1507

दिनांक:- 2804 2022

निविदा सूचना

राजस्थान राज्य प्रदूषण नियन्त्रण मण्डल कार्यालय में एयर कण्डिशनर, वॉटर कूलर, वॉटर प्योरिफायर इत्यादि के रख-रखाव के लिए वार्षिक अनुबन्ध हेतु संस्थाओं / फर्मी / एजेन्सियों से मोहरबन्द निविदाएँ आमंत्रित की जाती है।

| कार्य का नाम | अनुमानित लागत | निविदा प्राप्ति की प्रांरभिक तिथि | | निविदा खोलने समय व तिथि | की |
|---|----------------|---|--------------------------------------|------------------------------|----|
| एयर कण्डीशनर वॉटर कूलर, वॉटर प्योरिफायर | 2.50 लाख रूपये | 29.04.2022 | 09.05.2022को सांय 11.00 बजे तक | 11.05.2022 सांय 04.00 बजे | को |

निविदा की शर्ते एवं प्रपत्र राजस्थान राज्य प्रदूषण नियन्त्रण मण्डल, जयपुर के कार्यालय पता 4, सांस्थानिक क्षेत्र, झालाना डूँगरी, जयपुर, दूरभाष संख्या 0141—2716818 से अथवा मण्डल की वेबसाइट http://environment.rajasthan.gov.in तथा पोर्टल http://sppp.rajasthan.gov.in/ उपापन पोर्टल पर देखे व डाउनलोड किये जा सकते है।

(के.सी. गुप्ता)

प्रभारी अधिकारी (प्रशासन)

क्रमांक:-एफ 8 (80) / बगीचा रख रखाव / रा.प्र.नि.मं. /

दिनांक:

प्रतिलिपिः निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है-

- 1. निजी सचिव, अध्यक्ष, रा.प्र.नि.मं., जयपुर।
- 2. अति० निजी सचिव, सदस्य सचिव, रा.प्र.नि.मं., जयपुर।
- 3. मुख्यलेखाधिकारी, रा.प्र.नि.मं.,जयपुर।
- प्.सी.पी. को भेजकर लेख है कि उक्त निविदा को विभागीय वेबसाईट एस.पी.पी.पी पोर्टल पर अपलोड करें।
- 5. नोटिस बोर्ड, रा.प्र.नि.मं., जयपुर।

प्रभारी अधिकारी (प्रशासन)

OFFICE OF MEMBER SECRETARY, RAJASTHAN STATE POLLUTION CONTROL BOARD, JAIPUR

Bid Terms & Conditions



1. Eligibility Criteria

- A. Only registered and experienced firm are invited to Bid.
- B. The bidder must invariably listed in Annexure-5 for AMC with Spare parts and consumables.
- C. The bidder must have 2 years past experience in field of providing annual maintenance services of A.C, Cold Room, Frieze, D Frieze Water, Cooler, Water purifier, Fire Alarm System and Cooler of Office or similar type of work. Necessary supporting documents any govt office/board/corporation/organizations must be submitted.
- D. The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices or blacklisted for similar type of work by Government Offices/PSU/Banks or any other similar organizations.
- E. The Bidder must have Offices in Rajasthan for providing Services to the Office RSPCB, Nehru Nagar, Near RPA, jaipur -302016

2 Procedure for Submission of Bid

- a. The Envelope should contain the following documents (Technical & Financial Bid should be in separate envelops): Tender documents duly completed in all respect should be submitted in one sealed envelope marked as "ANNUAL MAINTENANCE SERVICE WITH SPARE PART and CONSUMABLES of A.C, Cold Room ,Frieze , D Frieze , Water Cooler, Water Purifier , Fire Alarm System and Cooler of Office.
- b. Tender should be addressed to "The Group Incharge (Adm.), State RSPCB, 4, Institutional Area, Jhallana Doongri, Jaipur-302004, Postal delay or loss of tender in transit will not be the responsibility of RSPCB. Offers sent by Fax or Email will not be considered.

1. Technical Bid:

a. Tender documents with all the pages numbered, signed and sealed by the bidder.

- DD/ Banker cheque for Bid Security / Earnest money deposit EMD) For Rs.5,000/-
- Copy of Permanent Account Number (PAN) allotted by income Tax Department.
- d. Copy of GST certificate.
- e. Declaration by the bidders letterhead as per the format attached Annexure-1
- f. Profile of the bidder as per Annexure-2
- g. Experience and running contract as per Annexure-3
- h. Documentary Evidence having 2 years' any Govt Office /board/ corporation experience in this field. As per Annexure-3
- i. AMC and Consumables Items Specification as per Annexure-5
- j. DD/ Banker Cheque for the tender fee in Rs.400/-

4. FINANCIAL BID

- a. Duly completed in all respect as per Annexure-4
- b. Date & Time for submission of Tender: As mentioned previously in the tender notice.
- c. Opening of Bids All bidder or their representatives if they so desire may remain present at the time and place opening as notified in tender document.

5. EMD/Bid Security

- a. Bidder shall have to submit EMD/Bid Security of Rs. 5000/- (Rupees Five Thousand only) by Demand Draft drawn in favor of "RSPCB, Jaipur
- **b.** Bid received without earnest money / Bid security or in the form of other modes will not be entertained / considered at all and will be rejected summarily.
- c. No interest would be paid on the Earnest Money Deposit.
- **6. Forfeiture of EMD/ Bid security:** The earnest money deposited (EMD) will be forfeited if the bidder withdraws or amends, impairs and derogates from the tender in any respect within the period of validity of tender in case the successful bidder declines the contract, for whatsoever reason(s).

7. Validity of Contract

The contract shall be valid for One year contract date of order which may be extended for further period on the same terms and conditions on mutual consent at the discretion of RSPCB, JAIPUR.

X~

RSPCB, JAIPUR will have exclusive right to terminate the contract by giving one month's notice to the service provider. The Service provider has to give three north's notice to RSPCB, JAIPUR before cancellation of the contract.

8. Terms & Conditions (regarding the Bid)

- a. Before submission of the bid, bidders are required to make themselves fully conversant with the scope of the work, technical requirements and specifications etc., so that no ambiguity arises later on.
- b. The bidder shall, wherever called upon to do so, give full information with reference to the services in hand and shall permit the Member Secretary, RSPCB, JAIPUR. Or any other officer nominated by him to inspect the premises of the tenderer/client at all reasonable time and shall give full assistance and information as may be required by him in connection with the contract.
- c. Bid is nontransferable. Subletting the contract or any part to any other Service Provider is not allowed/permissible. Conditional bid of any type will not be accepted and rejected summarily.
- d. All entries in the bid should be legible and filed clearly. Any overwriting or cutting which is Unavoidable shall be signed by the authorized signatory. Use of correction fluid anywhere in tender is prohibited. In case use of correction fluid is noticed anywhere in tender then such tender shall be liable for rejection. All amounts shall be indicated both in words as well as in figures where there is difference between words and figures the amount quoted in words shall prevail.
- e. In case of dispute, the decision of Member Secretary, RSPCB, JAIPUR will be deemed as final & binding.
- g. The rate quoted for AMC with Spare parts and Any Consumable Item/ Gas Rifling with any Item Shifting/Installation by the bidders should be included.
- j. The vendor will provide On Call technical support staff on all the working day's from 9:30 AM to 6:00 PM with mobile phone to ensure availability.
- k. The Service Provider shall provide 'Comprehensive' maintenance services which shall cover both preventive as well as corrective maintenance for all assets covered under AMC.

- (i). AMC shall cover each and every and every part including plastic parts, replacement of any part necessary for keeping the systems active and free from any defects/disturbance; taking appropriate measures/steps in time to set right the malfunctioning of the systems. The replacement of all spares including plastic parts is included in the AMC except consumable items and Physical damage/s of hardware are also covered under AMC.
- I. The Service Provider shall provide maintenance services through experienced technical supporting staff, technical supporting staff should be well conversant with the latest trends.
- m. In case of need to replace any item/ component, the Service Provider shall provider original make genuine parts/ components of similar or higher configurations. The Service Provider shall produce the Cash Memo's/Certificate/Document in proof of providing genuine components to replace the faulty ones on demand. Used/repaired parts of any other brand from any other source are not acceptable.
- n. Service Provider shall also provide standby equipment of equivalent configuration for handing major repair and requiring shifting of such equipment to their test and repair center or as and when required at no additional cost to the RSPCB, JAIPUR.
- RSPCB, JAIPUR will neither provide transport facility of nay type nor manpower. This will be arranged by the Service Provider on his own cost and risk.
- p. The Service Provider shall load/reload and configure operating systems and/or any other specific system Hardware as the case may be in the equipment covered under AMC, at no extra cost to the RSPCB, JAIPUR, whenever the need arises.
- q. Technical supporting staff of the Service Provider shall make a mandatory visit, every schedule per quarter/month whichever is convenient, for Preventive Maintenance irrespective of complaint lodged. Technical supporting staff of the Service Provider shall inspect each system and will take the signature of end user for satisfactory working of the system. Preventive Maintenance activity shall include cleaning of the equipment, carrying of systems diagnostic tests and taking remedial action, etc.
- r. The Service Provider shall be extent necessary assistance in maintaining the inventory, shifting and reinstallation of all the equipments.

- s. Any new equipment shall be brought into ambit of maintenance contract through a written intimation or Addendum with due and equitable maintenance charges.
- t. The systems that are not serviceable by the Service Provider due to obsolescence of Technology or non-availability of parts/components/assemblies shall be withdrawn from the maintenance contract. Withdrawal of such system shall be communicated to the Service Provider and equivalent maintenance charges shall be deducted from the amount due to the Service Provider.
- u. The contract extends only to problems arising out of normal functioning of obsolescence of Technology or non-availability of parts/components/assemblies shall be withdrawn from the maintenance contract. Withdrawal of such system shall be communicated to the service provider and equivalent maintenance charges shall be deducted from the amount due to the Service Provider.
- v. To monitor the maintenance activities and to discuss other related matters, a meeting between RSPCB, JAIPUR and Service Provider shall be held at RSPCB, JAIPUR, Jaipur as and when required.
- w. The Service Provider shall ensure that all materials and information which may come into its possession or knowledge in connection with this contract or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the RSPCB, JAIPUR, will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in the AMC and to release it only to employees requiring such information for the purpose of performing obligations arising out of the AMC and not to any other Service Provider. The Service Provider shall ensure that appropriate action shall be taken with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied.
- x. The RSPCB, JAIPUR reserves the right to claim as damages from the Service Provider to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the Service Provider, damage has

been caused to equipment covered by the AMC or to any property of the RSPCB, JAIPUR even if it is not covered by the AMC.

- y. RSPCB, JAIPUR shall keep record of the nature of machine failure, date and time of booking the complaint at mutually agreed location, the total down time day(s), if any, etc.
- z. Updated Escalation Matrix of contact Persons of the Service Provider from Time to Time shall be provided for reference to all the RSPCB, JAIPUR Offices.

The successful bidder/firm will be required to deposit Security Money @2.5% of DD in favour of Member Secretary, RSPCB, JAIPUR payble at Jaipur. Security money will be released to contractor on successful completion of the contract.

The successful bidder/firm will be required to complete an agreement will be made on non-judicial paper on worth of Rs. 500.

9. Payment Terms

- a. The Comprehensive Maintenance charges shall be payable to the Service Provider in four equal quarterly installments against each separate invoice with PAN number and GST number paid at the end of each quarter of AMC period after deducting penalties, if any. In any circumstance, no advance payment will be made. The AMC Vendor has to submit the preventive maintenance report to Administration Officer RSPCB, JAIPUR on quarterly basis for the release of AMC payment.
- b. Any increase or decrease of taxes, duties or prices of part/s, components, etc. will not affect the AMC rates during the entire period of AMC. No difference shall be paid or claimed as a result of the above.
- c. At the time of payment, GST and any other Govt. levies applicable on bill as per Govt. of India instructions issued form time to time shall be deducted.

10. Penalty

Penalty for non-completing the calls after the time as indicated in service assurance will be as follows:

a. If the end user concerned is not able to hind over the systems to Service Provider for maintenance purpose, such time shall not be considered for the down time penalty.

- b. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system shall be treated as continuously down.
- c. RSPCB, JAIPUR will be free to get the machine attended/ repaired from nothers Service Provider for non-attending the call by stipulated time period and the cost will be adjusted against the Service Provider's due bill.
- d. In the event the vendor is not able to close the call within the abovestipulated time a standby system of similar or higher capacity in good working condition should be provided failing which penalty would be levied as under.

Rs. 500/- per working day.

11. Agreement

a. The selected bidder shall have to sign an agreement, non-judicial stamp paper of appropriate value on cost of the bidder containing details of terms and conditions.

b. Responsibility for executing Contract

The Service Provider is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified. The Service Provider shall not sublet transfer or assign the contract or any part thereof without the written permission of the RSPCB, JAIPUR. If, at any time, it comes to the notice of the RSPCB, JAIPUR that such sub- letting has been done, the RSPCB, JAIPUR at its discretion may terminate the contract without referring the matter further to the Service Provider. The RSPCB, JAIPUR will beat liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Service Provider or through other means.

12. Settlement of Disputes

Any question, dispute arising under the contract, shall be referred to the arbitrators, the Member Secretary, RSPCB, JAIPUR and Service Provider or in case; they are being unable or unwilling to act as arbitrators, they may appoint some other person to act on their behalf. The awards of the arbitrators shall be final and shall be binding on the parties of this contract.

Annexure-1

DECLARATION

- 1. The Bidder is fully aware of all the requirements of the RSPCB and agrees with all the terms and conditions mentioned in the tender document, the work requirement and undertake to comply with them.
- 2. The Bidder is capable and financially solvent to execute and complete the contract.
- 3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the contract.
- 4. The Bidder has not been debarred or black listed from similar type of work by RSPCB, JAIPUR /Government Offices/PSU/Banks, and other similar organizations.
- 5. This offer shall remain valid for acceptance for three month from the date of approved FINANCIAL BID.

The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information /fabricated document would. lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Annexure-2

Profile of the Bidder

| Name of firm | 197 1140 |
|--------------------------|----------|
| Office Address | |
| Address with Pin code | |
| Number | |
| | |
| E-mail | |
| Website | |
| Phone Number with STD | |
| code | |
| Mobile Number | |
| FAX Number with STD code | |
| Contract with person | |
| Cell/Mobile Number | |
| Bank Details: | |
| Bank Name | |
| Branch Name | |
| Ac/ Number | |
| MICR Code | |
| IFSC Code | |
| Registration particular | |
| PAN Number | |
| GST Registration | |

Note: "Where copies are required to be furnished, these are to be attested and certified photocopies.

ANNEXURE-3

EXPERIENCE & RUNNING CONTRACT

| Sr. No. | Name of the client with address, Contract person | Nature of contact | Period of contract | | Contract value |
|---------|--|-------------------|--------------------|----|----------------|
| | and contract Tel.No. | | From | То | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

FINANCIAL BID

All entries in the bid should be legible and filed clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory. Use of correction fluid anywhere in tender is prohibited. In case use of correction fluid is noticed anywhere in tender then such tender shall be liable for rejection. All amounts shall be indicated both in words as well as in figures where there is difference between words and figures the amount quoted in words shall prevail.

(A) FINANCIAL BID of the service

| Sr. No. | Description of Services (Make and Model) | No. of Units | Rates of AMC with spare parts and consumables per annum (Rs. In Lac) |
|------------|--|-----------------|---|
| 1. | Split A.C | 80 | |
| 2. | Tower AC | 01 | |
| 3. | Cassette AC | 04 | |
| 4. | Water Cooler and Purifier | 05 | |

(GST EXTRA)

Annexure-5

Specification of the service

| Sr. No. | Description of Services (Make and Model) | No. of Units | Bidder Accepted service |
|------------|--|--------------|-------------------------|
| 1. | Split A.C | 80 | Yes |
| 2. | Tower AC | 01 | Yes |
| 3. | Cassette AC | 04 | Yes |
| 4. | Water Cooler and Purifier | 05 | Yes |

NOTE: The bidder must invariably quote for all the above equipments for AMC with Spare parts and consumables.

CHECKLIST

| Sr. No. | Documents | Attached or Not |
|------------|---|-----------------|
| 1. | 1 Invariably quoted for providing service/Items of all the equipments as per Annexure-'5' and enclosed in a sealed cover superscribe as "ANNUAL MAINTENANCE SERVICE OF A.C., Tower AC, Cassette AC, Water Cooler and Purifier | |
| 2. | Attached Documentary Evidence any Govt. office/Board/Corporation having 3 years' experience in this field. | |
| 3. | Attached Original Tender Document along with annexure 1 to 5 with all the pages numbered and signed by the bidder | |
| 4. | Attached Original Demand Draft of Rs / towards Earnest money (EMD)/ The tender fee for the document/tender submission is Rs. 400. | |
| 5. | Attached Declaration on bidder's letter head as per the format given Annexure-1 | |
| 6. | Service Items Specification- Annexure- 5 | |

Bidders to ensure Bidder should fulfill all the eligibility criteria before submitting the bid otherwise same may be rejected summarily. That all pages have been stamped and signed by the authorized person(s). That all the pages have been numbered. That all the documents are legible (Clearly readable)

Signature and seal of the bidder

• GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

The Designation and address of the First Appellate Authority is *Member Secretary, Rajasthan State Pollution Control Board, Jaipur,* Rajasthan.

The Designation and address of the Second Appellate Authority is Addl.

Chief Secretary, Home Deptt., Govt. of Rajasthan.

i. Filling an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- ii. The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- iii. If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

Iv. Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

- (a) Determination of need of procurement;
- (b) Provision limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

v. Form of Appeal

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many coples as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

vi. Fee for filling appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

vii. Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate

Authority, as the case may be, shall,-

- (1) Hear all the parties to appeal present before him; and
- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate

Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.

(d) The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO

CONFLICT OF INTEREST:

Any person participating in a procurement process shall

- a) Not offer any bribe, reward or gift or any material benefit either directly or Indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or any-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest:

The Bidder participating in a bidding process must not have a Conflict of interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process If, including but not limited to:
 - a. Have controlling partners/shareholders in common; or

- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-incharge/consultant for the contract.

FALL CLAUSE

The prices under a rate contract shall be subject to price fall clause. If the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.