

लेखा आक्षेप अनुपालन / शिफारश विवरणपत्र

जिल्हा अंमलबजावणी कक्ष, स्मार्ट (DIU) गोंदिया

मा. बाळासाहेब ठाकरे कृषि व्यवसाय व ग्रामीण परिवर्तन (स्मार्ट) प्रकल्प अंतर्गत जिल्हा अंमलबजावणी कक्ष, स्मार्ट गोंदिया कार्यालयाचे लेखा परिक्षण अंतर्गत आक्षेप नोंदविण्यात आला आहे. सदर आक्षेपाची खालील प्रमाणे पूर्तता करण्यात येत आहे.

Sr.No.	Observation Related to UC And Improper Maintenance of Records	Observation	Amount	DIU Audit Compliance
1	Improper Maintenance of Records	Observation: We observed that the unit has made a payment to Prakhar Transport amounting to Rs. 59,586/- for the hiring of a vehicle on a monthly basis, however, the Extension Agreement for the period from 12.04.2023 to 11.04.2024 was not provided for verification. Details of Payment are as follows: Date of Payment Bill No. Bill Date Amount (Rs.) 29.04.2024 50 03.04.2024 32,095 07.06.2024 53 05.06.2024 27,491	59586/-	सदर अंकेक्षण अहवालामध्ये कॅल बेसिक ट्रान्सपोर्ट चे एक्सटेंशन बाबतचे Agreement सादर न केल्याबाबतचे आक्षेप नोंदविण्यात आले होते. त्याबाबतचे एक्सटेंशन Agreement चे Document MIS Portal वर Upload करण्यात आले आहेत. तरी कृपया सदर दिलेला शोरा /अहवाल मान्य करून आक्षेप काढून रद्द करण्यात यावा. हि विनंती
2	Discrepancy in Submission of Utilization Certificate for Q2 (FY 2024-25)	Observation: It has been observed that unit has submitted the UC to the PIU with following irregularity: i. Total Casting Error in UC: The amount stated in the UC is Rs. 12,30,293/-, while the amount as per the BOA is Rs. 12,31,293/-. The difference of Rs. 1,000/- is attributable to Component B, while Component D is Rs. 12,30,293/-. ii. Further, the amount reflected in words and the amount quoted are different. Amount as per Words: Nine Lakh One Thousand Nine Hundred Two Only Amount Quoted in Number: Rs. 12,30,293/- Details of Expenditure Reported: Period Expenditure Reported as per UC (Rs.) Expenditure Reported as per BOA (Rs.) Difference (Rs.) Q2: FY 2024-25 12,30,293 12,31,293 1,000		सदर अंकेक्षण अहवालामध्ये Q 1 UC मध्ये १०००/- रुपये फरक येत आहे त्याबाबतचे आक्षेप नोंदविण्यात आले होते. Q 1 मध्ये Criticals Practises चे १,२९,००० /- रु चे PPA दि. ३०/०६/२०२४ पर्यंत काढण्यात आले होते. व १२८०००/- रूपयाचे PPA withdraw झाले. परंतु १०००/- रु.चे PPA दि. ०१/०७/२०२४ ला बँकेतून withdraw झाल्याने सदर रक्कम ही Q 2 च्या UC मध्ये आलेली आहे. तरी सदर UC ही MIS Portal वर Upload करण्यात आलेली आहे. तरी कृपया सदर दिलेला शोरा /अहवाल मान्य करून आक्षेप काढून रद्द करण्यात यावा. हि विनंती

Bogre  
Accountant  
DIU Gonda

Aravind  
नॉडल अधिकारी  
जिल्हा अंमलबजावणी कक्ष  
स्मार्ट, गोंदिया



महाराष्ट्र MAHARASHTRA

0 2023 0 कारारनामा GB: 492520

जिल्हा कोषागार कार्यालय, तालुका कार्यालय	कारणवारी कर	
पुरवठा दिनांक	कारणवारी कर घेण्याच्या दिनांकाची प्रती	५२०२ राजपूर गोंदिया
04 MAR 2024	कारणवारी कर घेण्याच्या नोंद घेण्याच्या दिनांक	अमु. क्र. ८६१६० दिनांक २१/३/२०२४
	कारणवारी कर घेण्याच्या दिनांक	मा. वि. नो. १००२
कारणवारी कर घेण्याच्या दिनांक	कारणवारी कर घेण्याच्या दिनांक	

मुद्रांक विभाग, अ. न. वि. कार्यालय, मुंबई  
परवाना क्र. - २/१९९२ कोड नं. - ४४०१००

महाराष्ट्र शासनाचे शासक

AGREEMENT FOR HIRING OF VEHICLES ON CALL BASIS FOR THE PERIOD OF Six Month FOR TRAVEL AROUND GONDIA AND/OR IN MAHARASHTRA

**EXTENSION SUPPLY ORDER**

From 12 /04 /2024 to 30/ 09 /2024

This Contract entered into and executed by and between:

Head, District Implementation Unit, SMART, Gondia (Here in after referred as CLIENT)World Bank Assisted, State of Maharashtra Agribusiness & Rural Transformation Project (SMART), Head, District Implementation Unit Cum Project Director ATMA, Taluka Seed Form, Near Police Head Quarter, Karanja, Gondia-441601

And

Prakhar Transport, In front of Pawar Bording, Kanhartoli, Gondia (Here in after referred as SERVICE PROVIDER)

#### **A. General Terms & Conditions of Contract:**

1. The Service Provider should not provide vehicles having model earlier than **year. 2019**
2. The vehicle should be in good and clean upholstery.
3. The Service Provider shall bear all expenses required for keeping the vehicles in smooth running condition such as fuel, lubrication oil, consumables, necessary spares maintenance, driver's salary etc.
4. Driver to be provided must possess valid driving license with minimum three years of Drivers experience. The Service Provider must submit the photocopies of licenses to the Head, DIU as soon as the contract is signed.
5. Drivers should be familiar with all important places in Gondia.
6. The Drivers of the vehicle must follow traffic rules and other regulations prescribed by the Govt. time to time.
7. The drivers should always carry a mobile phone with them as it will enable the officer to contact them at any time & the service provider must submit the Mobile Numbers of the Drivers provided to the Head, DIU as soon as the contract is signed.
8. All applicable taxes, permits, license, comprehensive insurance and any other documents for operating the vehicle commercially should be fully paid and should be available in the vehicles.
9. The vehicle is required on all call basis. Vehicle may require on Sundays & other holidays on demand as per the requirement. Sunday and other Gazetted holidays will be covered in the definition of call basis.
10. Any change in vehicle or drivers will be allowed only in exceptional circumstances and that too with the prior information/approval of Head, DIU, Gondia.
11. The vehicle must be made available at any given time and day as informed.
12. The vehicle should report to the place of requirement as per directions of the office.
13. The daily record indicating time and mileage for each vehicle shall be maintained. The vehicle should report to the place of requirement as per directions of the office. The mileage will be counted from SMART office to SMART office.
14. The telephone facility (24 hours) must be available with Service Provider for communication in case of any emergency the Service provider should provide all the Telephone Numbers to Head, DIU, Gondia.
15. Rates quoted are valid for a period of ONE Years from the date of award of contract. No revision in quoted rates on account of increase in fuel charges, spare costs, taxes etc will be entertained.
16. Log Book has to be maintained for each vehicle.
17. Any advance will not be paid.
18. SMART office reserves the right to cancel the Agreement for whatever reason at any time.
19. Service Provider should obey all statutory requirements prevailing in the state of Maharashtra.

20. Service Provider have to pay the toll charges within contract period.
21. All other terms and condition mentioned in the invitation for quotation are binding on the service provider without any deviation
22. If the above conditions are breached and services are discontinued by service provider then project can take necessary actions for the losses suffered.

**B. Special Condition of Contract:**

23. SMART office will not be responsible for any loss, damage or accident to the vehicle or to any other vehicle or injury.
24. The Service Provider should have the arrangements for repairing their vehicle in a short time and during the repair time the Service Provider should provide a substitute vehicle and driver immediately so that there is no inconvenience/disruption in the work of the office.
25. The Service Provider shall pay the parking charges during the official use and the same shall be reimbursed by SMART to the service provider on raising of the monthly bill. Valid proof of charges must be attached with the bills.
26. The client shall reimburse GST as per prevailing rate.
27. Income Tax will be deducted at source as per the prevailing Income Tax Rules.
28. A penalty of Rs. 1000/- per day may be levied if any vehicle fails to meet above terms and conditions on any day.
29. The Contract period shall be 12/04 /2024 to 30/ 09 /2024
30. The contract will initially be for a period of one years which may be extendable further up to Six months on rendering satisfactory services without changing existing agreed norms.
31. Service Provider will be responsible for drivers lodging, boarding and any other expenses during his duty.
32. Minimum charges will be paid if running of the vehicle is less than the agreed norms.
33. The Service Provider will abide by all statutory requirement as per Minimum Wage Act, Employee's Provident Fund Act, Workmen Compensation act, Payment of Wages Act, Contract Labour (Regulation and Abolition) Act
34. SMART will not be responsible or liable in case of any dispute arising between the Service Provider and the drivers employed by the Service Provider and no relationship of Employer and Employee shall come into existence between the SMART and the Service Provider or drivers for which all responsibilities shall vest with the Service Provider alone

**C. Terms and Conditions of Payment:**

35. Payments will be made to the account of the Service Provider on Call basis on the basis of Monthly usage of vehicles and as per the rates stated below. The payment will be made within 2 weeks after receipt of monthly invoice along with the signed log book to the Client. Invoice should specify the usage of vehicles. Service Provider should submit required documents related to usage along with the monthly Invoice.

**E. Arbitration:**



36. In case of any dispute arising out/relating to interpretation of terms of conditions or functioning of the Service Provider vis-a-vis the SMART, the SMART shall be the sole authority to decide the arbitrator. The Service Provider agrees to execute all documents which may be required by the SMART in this regard proceedings. The proceeding of the arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996; or any enactment of the time being made replacing introducing or modifying the same.

**F. Amendment:**

37. Except as expressly provided in the Agreement, no modification of the terms and conditions or any of the provisions hereof shall be made except by a written instrument which shall be signed by both Parties hereto.

**G. Documents:**

38. The following documents shall form an integral part of this Agreement as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of the Agreement, or by mutual agreement of both the Parties in writing, and by provisions of relevant laws, codes, ordinances, rules and regulations of the government: **Annex "A"**-Quotation of the service provider. All documents which have been or may hereinafter be executed by the Parties shall likewise form integral parts of this Contract.

**39. The Service Provider warrants that,**

39. It has not given or promised to give money, gift or any material favour/consideration to any officer or employee of CLIENT to secure or in consideration of this Agreement and that any violation of this warranty shall be sufficient ground for CLIENT to revoke or cancel the same with or without need of judicial action by giving written notice to that effect to the service provider.

40. Service Provider will supply above mentioned vehicles in accordance with the terms and conditions mentioned in this Contract & invitation for quotations.

41. Service Provider has taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors.

42. Service Provider undertake to ensure compliance with the requirements of Contract Labor Act, 1970, EPF, ESIC and also abide by all the other statutory requirements necessary in this regard. The service provider agree that SMART would neither involve itself in any matters nor be responsible for any shortcomings arising out of the non-compliance of the necessary regulations/laws

**Following are the Approved Rates by SMART-DIU**

A) On call basis for local use



SR. NO.	Vehicle	Terms	U/M	Qty. Per Month*	Rate/ Unit
1	Swift Desire/ Zest/ Etios or equivalent (All AC)	Minimum Distance Kms.80 &12Hrs	Vehicles	2	1750/-
		Rate per km above 80 K.M.	KM	50	12/-
		Rate for extra hours above 12Hrs	Hours	4	160/-
2	Xylo/Bolero/Scorpio /Ertiga (All AC)	Minimum Distance Kms. 80 & 12Hrs	Vehicles	2	2300/-
		Rate per km above 80 K.M.	KM	50	13/-
		Rate for extra hours above 12Hrs	Hours	4	173/-

**B) Call basis for out station-**

SR NO	Vehicle	Terms	U/M	Qty. Per Month*	Rate/ Unit
1	Swift Desire/ Zest/ Etios or equivalent (All AC)	Minimum Distance Kms.300 & 24 Hrs	Vehicles	4	3450/-
		Rate per km above 300 K.M.	Km	100	12/-
2	Xylo/Bolero/Scorpio /Ertiga (All AC)	Minimum DistanceKms.300&24Hrs	Vehicals	4	3600/-
		Rate per Km above 300K.M.	Km	100	12/-
3	Innova crysta/Mahindra XUV500(All AC)	Minimum Distance Kms.300 & 24 Hrs		2	3800/-
		Rate per km above 300 K.M.		100	10/-

- 24 hrs will be calculated from the starting time of journey to end time of journey.

**C. Termination of Contract:-**

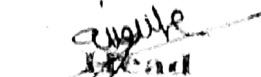
40. SMART reserve the right to terminate this arrangement without assigning any reasons thereof, by service on the service Provider a notice of 15 days to this effect, and on the refusal of the Service Provider to accept the notice of termination of the arrangement or passive avoidance to do so, the said notice shall be sent by registered post of the address ot

the Service Provider recorded with the SMART, where after it shall be deemed to have been served on the Service Provider. SMART shall also be entitled to appoint any other person, firm or company at its discretion to perform the job entrusted to the Service Provider after termination of the arrangement. Provided that the termination of the arrangement. As aforesaid, shall not absolve the Service Provider of its liability regarding vehicle hiring arrangements already entrusted to it in accordance with the direction of the SMART.

IN WITNESS WHERE OF, the Parties here to and their principal witnesses hereby set their hands on this document on the 12/04/2024 at DIU SMART, GONDIA This instrument, consisting of pages including this Acknowledgment page, relates to an Agreement for Annual Maintenance Contract and the same has been signed by the here in Parties on all pages.

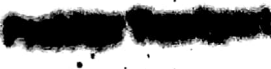
IN WITNESS WHERE OF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Hon. Balasaheb Thackeray Agribusiness & Rural Transformation Project,  
SMART,

  
Head  
DIU SMART

HEAD, DISTRICT IMPLEMENTATION UNIT, SMART, GONDIA

For and on behalf of .....

  
PRAKHAR TRANSPORT,  
IN FRONT OF PAWAR BORDING,  
-KANHARTOLI, GONDIA  
PRO. PAWAN PANDEY

  
Prakhar Transport  
Proprietor