

GOVERNMENT OF PUDUCHERRY
TRANSPORT DEPARTMENT
PUDUCHERRY

No:77541/TD/TR(Sectt.)/2025-26

Puducherry, dt.09.12.2025

CIRCULAR

Sub: Transport Department - Hiring of Motor Vehicles for the use of Government Departments/ PSUs/ Autonomous Bodies/ Societies/ including Co-Operative societies in Puducherry and Karaikal Regions - Extension of period of Contract - Communication - Reg.

- Ref: 1. Bid document No.27/TD/TR(Sectt.)/2021-22 of the O/o. the Transport Commissioner, Puducherry.
2. G.O.Ms.No.4/Tr.Sectt./2023 dt.03.05.2023 of the Secretariat Wing Transport department, Puducherry.
3. G.O.Ms.No.4/Tr.Sectt./2025 dt.21.07.2025 of the Secretariat Wing, Transport department, Puducherry.
4. G.O.Ms.No.8/Tr.Sectt./2025-26 dt.03.12.2025 of the Secretariat Wing Transport department, Puducherry

The approval for extension of period of contract for hiring of motor vehicles from M/s. Rainbow Travels, No.500, Bharathi Street, Puducherry for six months from 03.11.2025 to 02.05.2026 as been accorded by the Hon'ble Lt. Governor, Puducherry. The notification in this regard has been issued vide reference (4) cited.

It is pertinent to mention that, as per the Clause 9.17 of the bid document vide reference (1) cited, the contractor has to enter into a tripartite agreement wherein the hiring department, the contractor and the Transport Department are the parties as per Clause 9.2 of the said document. At present, since the hiring department is entering into the agreement only with the Contractor, the Transport Department is not in a position to have the list of vehicles, their category and registration numbers hired by the various departments. As such the Transport Department, as a Nodal Department for supply of vehicles, could not draw the vehicles from the various departments/PSUs and allot them wherever necessary during Disaster Management and General Elections. A draft model tripartite agreement is enclosed herewith.

Further, in order to ensure uninterrupted quality service to the Government by the contractor and to monitor the service by the hiring department an SOP constitute of certain guidelines was incorporated in the said bid document vide Clause 9.13. In exercise the provisions under the sub-clause (xxiv) of Clause 9.13, the SOP has been prepared and hereby communicated requesting all the Heads of the Departments/PSUs to make the same as a part of the agreement which is going to be signed or already signed and may follow the said guidelines during the period of contract. The general terms and conditions of the contract (Annexure v) of the notification vide reference (2) cited will not exclude by the guidelines of the SOP.


(M.M. VINAYARAJ).

Encl: As above

DEPUTY TRANSPORT COMMISSIONER

To

All Head of the Departments/Head of Offices/Head of Autonomous Bodies/PSUs/
Co-Operative Societies, Puducherry & Karaikal.

Copy to:

1. The District Collector, Puducherry/Karaikal.
2. The Transport Commissioner, Transport Department, Puducherry
3. The Executive Engineer, Transport Department, Puducherry.
4. The Director, Directorate of accounts & Treasuries, Puducherry
5. The deputy Director, Directorate of accounts & Treasuries, Karaikal
6. The Managing Director, Puducherry Tourism Development Corporation, Puducherry.
7. The Senior Accounts Officer, Transport Department, Puducherry
8. The Principal Accountant General (TN & P), DAT Complex, Puducherry
9. The Central Records Branch, Chief Secretariat, Puducherry
10. The Programmer, Transport Department, Puducherry - with an instruction to upload this G.O. in the official website.
11. Spare Copy

TRIPARTITE AGREEMENT between the Transport Department, Vehicle Required Department, and the Vehicle Hirer

This Tripartite Agreement ("Agreement") is executed on this ____ day of _____, 20____ at _____, among:

_____ Department (Vehicle Hiring Department), having its office at _____, represented by _____, hereinafter called the “**First Party**”;

M/s _____, a vehicle hiring service provider, having its registered office at _____, represented by _____, hereinafter called the “**Second Party / Vehicle Hirer**”, and

The Transport Department, Government of Puducherry, having its office at 100 feet road, Olandaikeerapalayam, Mudaliarpuram, Puducherry represented by the Transport Commissioner hereinafter called the **“Third Party”**;

The Parties shall collectively be referred to as the “**Parties.**”

1. Objective of the Agreement

The purpose of this Agreement is to define and formalize the terms under which the Second Party will supply hired vehicles to the First Party for official and approved Government purposes and the Third party will be the facilitating Department.

2. Responsibilities of the First Party (Vehicle Hiring Department)

The First Party shall

- (a) Submit vehicle requirements to the Third Party periodically or as needed.
- (b) Ensure utilization of vehicles strictly for departmental official purposes.
- (c) Verify log sheets, kilometer readings, and duty slips submitted by the Second Party.
- (d) Maintain daily logs, certify usage, and ensure proper documentation.
- (e) Report delays, breakdowns, or service deficiencies to the Third Party.
- (f) Process monthly payment of approved bills received from the Second Party before 10th of the next month.

- (g) Ensure compliance with the SOP furnished and the General conditions of the e-tender notice No.27/TD/TR (Sectt.)2020-21, dt.04.08.2021 vide Item No.9.13 of Section 5 /Contract.

3. Responsibilities of the Second Party (Vehicle Hirer)

The Second Party shall

- (a) Provide vehicles that are roadworthy, well-maintained, and compliant with statutory requirements including fitness certificate, insurance, tax, and permits etc.,
- (b) Deploy trained and licensed drivers with valid identity documents.
- (c) Ensure punctual reporting and good conduct of drivers.
- (d) Maintain updated logbooks/duty slips with accurate kilometer entries and signatures.
- (e) Provide a replacement vehicle promptly in case of breakdown or non-availability.
- (f) Submit monthly bills with necessary certified documents.
- (g) Ensure compliance with the SOP furnished and the General conditions of the e-tender notice No.27/TD/TR (sectt.)2020-21, dt.04.08.2021 vide Item No.9.13 of Section 5 /Contract.

4. Responsibilities of the Third Party (Transport Department)

The Third Party shall:

- (a) Process and approve requisitions for vehicles from the Second Party.
- (b) Oversee deployment, utilization, and monitoring of hired vehicles.
- (c) Address operational issues, service lapses, and compliance matters.

5. Terms of Vehicle Usage

- (a) Vehicles shall be used only for official and authorized departmental duties.
- (b) Kilometer count shall be taken from the reporting point to the relieving point.
- (c) Drivers shall not misuse the vehicle for personal or unauthorized purposes.

- (d) Fuel, maintenance, and repair responsibilities shall remain with the Second Party.
- (e) In emergencies, additional vehicles may be requested by the First Party.

6. Financial Terms

- a. Payment shall be made by the First Party based on bills certified by the Second Party.
- b. Payments shall be released within ____ days of receiving the verified bills.
- c. Penalties may be imposed for:
 - Late reporting
 - Failure to provide replacement vehicles
 - Misconduct of driver
 - Vehicle not meeting required standards
- d. Taxes such as GST shall be applicable as per law.

7. Compliance and Legal Obligations

The Second Party shall strictly comply with:

- Motor Vehicles Act and Rules
- Labour laws applicable to drivers
- All government guidelines and instructions
- Safety standards for commercial vehicles

8. Indemnity

The Second Party shall indemnify the First and Third Party against all claims, losses, damages, accidents, or liabilities arising from the use of the hired vehicle or actions of the driver.

9. Termination

- a. This Agreement may be terminated by any Party with ____ days' written notice.
- b. Immediate termination shall apply in cases of fraud, repeated non-compliance, or safety violations.
- c. Upon termination, all pending bills (after verification) shall be processed accordingly.

10. Dispute Resolution

Disputes arising out of this Agreement shall first be resolved amicably. Failing that, the matter shall be referred to the Competent Authority/Government Arbitrator, whose decision shall be final and binding.

11. Duration of Agreement

This Agreement shall remain in force for a period of ____ years from the date of signing unless renewed or terminated earlier as per terms mentioned herein.

12. Amendments

Any amendments to this Agreement must be made in writing with the consent of all three Parties.

Signatures:

First Party

Second Party

Third Party

(Vehicle Required Department)

(Vehicle Hirer)

(Transport Department)

9.13. STANDARD OPERATING PROCEDURES¹:

These Standard Operating Procedures (SOP) aims at to streamline, regulate and monitor the supply of vehicles by the contractors to various needy Departments.

The following set of guidelines will constitute SOP and will be binding on both the client departments and the contractors. This is for the purpose of fixing the responsibility on the stake holders to ensure uninterrupted quality service to the Government. The guideline does not exclude any conditions of this tender document or in the contractual agreement to be signed between the parties and forms an exclusive set of instructions.

- i. Transport Department will be responsible to maintain the list of Service providers in order to ensure continuous services to the Government Departments / PSUs / Co- Operative Societies, etc.
- ii. Before hiring the vehicle from the service provider, the client Department / PSUs / Societies, etc., should write to Transport Department for allotment of service provider.
- iii. Transport Department will allot the vehicles on the basis of the requirement by the Govt. Departments /PSUs, the number of service providers available on the list and as per the condition mentioned in 4 (b).
- iv. Transport department will have the power to curtail unscrupulous selection of service providers by the client departments/PSUs to the disadvantage of other service providers as per the tender condition.
- v. No Department / PSU/ Autonomous body etc. should make a contact with the service provider(s) other than that notified by the Transport Department.
- vi. The Transport Department officials deputed for the purpose will inspect the suitability of vehicles in all respects before entering into agreement with the Client Department / PSUs / Co-operative Societies, etc.
- vii. The Transport Department officials deputed for the purpose will make surprise check to ensure the validity of records, mechanical condition of the vehicles hired, and quality of service to the satisfaction of the hiring Department. The client Department / PSUs / Co-operative Societies, etc. shall maintain the Log Book.

- viii. The contractor should maintain a consolidated data on the details of vehicles supplied to Departments / PSUs / Societies, etc., daily trip sheet, additional days run, additional Kms / Hrs. run, etc.
- ix. The contractor may have to fix up the GPS device on his own cost in the vehicles and real time connectivity will be established in the monitoring center to be set up by the Transport Department in near future.
- x. The Transport Department will set up a monitoring unit and the unit will maintain an updated data base of the Department / contractors / Vehicle Details / Driver Details etc., and it is the duty of contractors to help update this data every month by way of sending a monthly report.
- xi. While replacing the vehicle which was already contracted to the Government Department / PSUs, the same has to be intimated to the Transport Department and only after the satisfactory Inspection of the new vehicle will be allowed for replacement.
- xii. Frequent change of vehicle is not allowed. The mechanical condition of the vehicle should be maintained properly. When the vehicle is replaced for the age it should be ensured that it lasts for at least one year except in such situations which warrants otherwise, for example - accident etc.
- xiii. As far as possible the driver attached to a vehicle should be the same person and he must be in a position to be contacted at any time by the client Departments/ PSUs/ Co-Operative Societies, etc.
- xiv. Hiring outside the purview of the category of vehicle from the selected service provider is also not allowed. However exception will be allowed with the discretion based on the necessity of the Government for short span of time (not more than 30 days) and in such cases rate reasonability should be obtained from the Transport Department.
- xv. Till the existing covid-19 pandemic situation ceases, the safety norms like social distancing, masking, sanitization etc, has to be followed scrupulously as per the standard operating procedures issued by the Government of India and the Government of Puducherry, from time to time.
- xvi. In case the Client department is not satisfied with the service of the contractor, for certain reasons, the fact may be reported to the Transport Commissioner, Transport Department, Puducherry and on enquiry if it reveals any lapses on the part of contractor a warning with instruction to rectify the lapses within a given time will be issued. However, for repeated lapses

beyond two times the service contract. It may be liable to be cancelled by client department with consultation with the Transport Department. In that situation the Transport Department will allot any one of the other service provider to the client department for meeting the contract with.

- xvii. In order to ensure quality of service, the Client department should make necessary provisions in the budget for the vehicle hiring service and as far as possible the bills should be cleared on bill to bill basis every month without any delay.
- xviii. Any out station official trips performed on the hired vehicle by the official concerned, permission of higher authority should be obtained as in the case of Government vehicles.
- xix. In case any discrepancies either on the part of client department or on the part of contractor in preparing the bills with regards to additional days run, additional Kms / hours run and on any other technical issues, either party may refer the matter to the Transport Department and in that case a technical official will be deputed from the Transport Department to verify the documents and render advise and it will be binding on both the parties. This is to avoid any discrepancies in preparing monthly bills to be settled to the contractor.
- xx. The selected service providers will be required to provide additional vehicles to the Government whenever required for the special purposes/occasions like elections, disaster management, fairs and festivals conducted by the Govt. departments, Protocol arrangements etc. on the same rates and terms of this tender. The concerned authority, only in consultation with Transport Department will distribute indents for the vehicles among the service providers. Discretions will be exercised based on the capacity to mobilize the vehicles in time.
- xxi. If the supply capacity is found to be limited with the selected service provider(s), the Transport Department will allow other firm/company other than the selected bidder on the same rates to meet out the requirement of vehicles for such occasions like elections wherein huge requirement of vehicles in short notice may arise.

- xxii. Any guidelines, time to time, issued by the Government regarding the hiring of vehicles shall be binding on the client departments and the contractors and they shall have to oblige to such guidelines.
- xxiii. Transport Department will act as an umbilical connection to sort out any issues arising out of the stake holders of contract to settle the issues by written advice and by arbitration.
- xxiv. Official use of the vehicle outside the territory of Puducherry/Karaikal requires permission from competent authority as in the case of Govt. vehicles. If so used, upto 2000 Km. per month is allowed and beyond 2000 Km. per Km. cost as arrived in this tender will be charged by the service provider.
- xxv. The hiring department should ensure the total number of vehicles i.e. the number of vehicles in road worthy condition being used plus the number of vehicles hired, are not more than the sanctioned strength. Hiring of any vehicle over and above the sanctioned strength shall be with proper justification and with the approval of competent authority. Any department/agency by which the vehicles were hired above the sanctioned strength should obtain the concurrence of Finance Department and approval from the competent authority for the number of vehicles hired over and above the sanctioned strength, before the end of the financial year.
- xxvi Transport Department may issue advisory/circular with respect to hiring of vehicles from time to time.

The SOP will be binding both on the contractors and the client Departments/PSUs/Co-Operative Societies/Institutions of Government of Puducherry.