

E-Mail

Fax: 011-25686917  
Tele: 011-25686865  
Email ID: [bro-tpres@nic.in](mailto:bro-tpres@nic.in)

मुख्यालय  
सीमा सड़क महानिदेशालय  
सीमा सड़क भवन  
रिंग रोड, दिल्ली छावनी  
नई दिल्ली-110 010

22152/HRG/GEN/ 91 /TP (Res)

09 May 2025

HQ ADGBR (NW)


HQ ADGBR (East)

HQ CE (P) \_\_\_\_ (All Projects)

HIRING POLICY OF VEH/EQPT/PLANTS

1. Hiring policy for V/E/Ps is forwarded herewith for strict compliance for hiring of V/E/Ps. This policy will be implemented by all the Projects with immediate effect for all the Hiring contracts being done by the Projects. This will also be implemented for the contracts for which Bids have already been uploaded but not been opened as on dt.
2. This policy will superseded all previous hiring policies/ Guidelines for hiring of V/E/Ps issued by this HQ.
3. This has approval of DGBR.
4. This letter is uploaded in ADG Office/Project Nic mail ID on \_\_\_\_\_ at \_\_\_\_\_

Encl : 11 Sheets

  
(बी पी एस तोमर)  
कर्नल  
निदेशक/त.यो.(संसाधन)  
कृते सी.स.महानिदेशक

## **POLICY RELATED TO HIRING OF V/E/P**

**1.0 Aim.** The aim of formulating this policy is to streamline the procedures to be followed in sanctioning hiring of the V/E/P and to lay down important Terms & Conditions to be incorporated in the tender/contract for the hiring of V/E/P.

### **2.0 PROCEDURE TO BE FOLLOWED FOR SANCTIONING OF HIRING OF V/E/PS**

**2.1 Scope of work.** Based on the AWP targets submitted to MoD (BR)/ approved by MoD (BR), the scope of overall resources required by the Project will be calculated. A consolidated proposal for hiring should preferably be initiated soon after submission to MoD (BR)/approval of AWP by the Ministry or as directed by HQ DGBR after due diligence of realistic achievable targets and holding of resources. The utilisation state of resources held be given due consideration while formulating the proposal for hiring of V/E/P. Only in special cases it should be initiated in the later part of the year duly justifying the delay.

**2.2 Norms to be followed for Eqpt other than Earth Moving Works.** The requirement of V/E/PS will be calculated for the planned departmental work as per CAP based on laid down planning norms of V/E/PS circulated vide HQ DGBR letter No 22056/CCC/Eqpt-Norms/DGBR/161/TP(Res) dated 18 Oct 2019. Equivalency of V/E/P will be allowed for the resources within the head of the nature of work like Surf, Pmt etc as per the equivalency factor given in appendix 'D' of HQ DGBR letter No 22056/CCC/Eqpt-Norms/DGBR/161/TP (Resources) dated 18 Oct 2019.

**2.3 Norms to be followed for Earth Moving Works Eqpt.** The requirement of equipment mainly earth excavating/loading/ quarry should be calculated based on quantity in AA and planned in the FY and not on the equivalent class 9 norms, as it has been prevalent for calculation of requirement of V/E/P, as the requirement arrived at based on Class-9 norms may be misleading. The requirements of the excavating equipment will be forwarded in the format enclosed as Appx 'A' to this SOP. Equivalency of V/E/P will be allowed for the resources within the head of the nature of firm work as per the equivalency factor given in appendix 'D' of HQ DGBR letter No 22056/CCC/Eqpt-Norms/DGBR/161/TP (Resources) dated 18 Oct 2019.

**2.4 Maintenance Work.** The requirement in case of maintenance services, DGBR norms as per HQ DGBR letter No 22056/CCC/Eqpt-Norms/DGBR/161/TP (Res) dated 18 Oct 2019 may continue to apply till amended.

**2.5 Extra Lead.** Extra lead if any should also be considered over and above the initial lead, while working out the scope for carriage of construction materials to make the assessment more realistic.

**2.6 Net Holding.** Deductions based on net holding, considering down gradation plan (class 'DTY', 'DEE', 'DP', 'DA' and class 'CEE'), transfer/receipt of V/E/P, dues in against APP which is likely to be delivered within 60 days of receipt of proposal from ADGBR, receipt against base overhaul etc will be duly considered and factored while calculating the scope for hiring.

**2.7 Net Requirement of Resources against hiring.** Difference in resources calculated based on the departmental AWP targets and as per the actual requirement and net holding may be projected for hiring. Saving due to contract within the deptl works will be accounted for as per the procedure in vogue. The case for hiring should be in both in Nos of V/E/P required and total hours or kms required. The case for hiring should clearly mention the jobs under which hired resources are planned for deployment. No departmental V/E/P of a similar nature is to be deployed in jobs/stretch where hired V/E/P are planned for deployment. Under no circumstances, the inter-mixing of hiring and departmental resources of a similar nature is allowed within a Job/stretch. V/E/Ps will be deployed only in the job for which approval of hiring has been accorded and in case of extreme urgency only to be deployed in other jobs other than jobs for which hiring has been given after taking prior approval from sanctioning authority.

**2.8 IPTO.** Before processing the Hiring of V/E/Ps SoC to HQ DGBR for approval of competent authority, HQ ADGBR must analyse the option of Inter Project Transfer of V/E/Ps for which the hiring case is being processed. ADGBR may within the sector explore the feasibility of IPTO of the proposed hiring resources. At the time of recommending the case of hiring to HQ DGBR, this aspect also needs to be incorporated in the recommendation of ADGBR. TP Dte at HQ DGBR will also explore the IPTO option before finalising the hiring proposal.

**2.9 Non idling certificate.** A Certificate duly signed by the Chief Engineer Project will be rendered by the Project along with the proposal for non-idling/no under utilisation of departmental resources, against the requirement as per AWP target and holding of resources. If the competent authority is DGBR for the proposal, the proposal for hiring must be recommended by the concerned ADGBR.

**2.10 Period of Hiring.** As per delegation of financial powers of CFA in terms of S/No 39 to annexure-II to MoD (BR) letter No F.No.04/696/2015/D&P (BR-I) dated 11 Aug 2017, the power of hiring of V/E/Ps for Cdr, CE and ADGBR is one year. The period of hiring contract cannot be exceeded more than one year including all the time extensions, suspension of contract/MoU etc. from the date of placing of work order.

**2.11 Extension of Hiring Contract.** Hiring sanction accorded is valid for specific FY clearly mentioned in the approval letter. Utilization of hiring sanction both in Nos and Hrs are to be restricted to that FY only and carryover of hiring sanction to next FY is not allowed. However, fresh hiring sanction have to be obtained for next FY to operate the contract. Contract concluded for the hiring can be carried forward to next FY.

### **3.0 SUBMISSION OF PROPOSAL FOR HIRING**

**3.1 Submission of proposal for hiring to HQ ADGBR (Vehicles for all Projects except Project Dantak).** The proposal submitted for the hiring of resources must include the following: -

- (a) Detailed SoC justifying the requirement of hiring.
- (b) Detailed Calculation sheet.
- (c) Copy of AWP.
- (d) Copy of CAP sheet.
- (e) Copy of Half yearly/ Qtrly utilisation report of V/E/P.
- (f) Copy of latest MIER.
- (g) Copy of utilisation report of hiring already in progress/ completed in the current year/ last year.
- (h) Non- Idling/ No under utilisation certificate by CE (P)
- (j) Any other details as asked by ADGBR.

**3.2 Submission of proposal for hiring to HQ DGBR(Equipment and Plants for all Projects and Vehicle, Equipment and Plants for Project Dantak).** The proposal submitted for the hiring of resources must include the following: -

- (a) Detailed SoC justifying the requirement of hiring
- (b) Detailed Calculation sheet
- (c) Copy of AWP
- (d) Copy of CAP sheet
- (e) Copy of Half yearly/ Qtrly utilisation report of V/E/P
- (f) Copy of latest MIER
- (g) Copy of utilisation report of hiring already in progress/ completed in the current year/ last year
- (h) Non- idling/ No under utilisation certificate by CE (P)
- (j) Recommendations of ADGBR except for (P) Dantak.

### **4.0 IMPORTANT CLAUSE TO BE INCLUDED IN THE TENDER/ CONTRACT.**

**4.1 Minimum holding of V/E/P in the name of the participating firm.** At least 30% of V/E/Ps which are proposed to be hired should be owned by the bidder. Bidders have to enclose the Registration Certificate (RC) of the V/E/P in the name of their firms along with the tender. The source and mode of making availability of the balance V/E/P should be through assured ownership.

**4.2 Minimum working experience.** As per Model Tender section No. 6.10 circulated vide HQ DGBR letter No.24228/DGBR/GEN/POL/98/E8 dated 27 June 2012.

**4.3 Working Capital.** As per Model Tender section No. 6.(a). circulated vide HQ DGBR letter No. 24228/DGBR/GEN/POL/98/E8 dated 27 June 2012.

**4.4 Available bid capacity.** As per Model Tender section No. 6.20 circulated vide HQ DGBR letter No.24228/DGBR/GEN/POL/98/E8 dated 27 June 2012.

**4.5 Others.** As per Model Tender section No. 6.40 circulated vide HQ DGBR letter No.24228/DGBR/GEN/POL/98/E8 dated 27 June 2012.

**4.6 Relaxation.** Relaxation of norms for MSME in public procurement, regarding prior experience/turnover, shall be applicable as per GOI letter no DPE/7(4)2017- Fin dated 8th Nov 2017.

**4.7 Requirement of the documents to be furnished at the time of tender.**

- (a) Registration certificates of V/E/Ps along with the record of engine number and chassis number of V/E/P.
- (b) Bill/ invoice with GST duly paid in the name of the bidder for the V/E/P to be procured.
- (c) Valid comprehensive insurance up to the period for which V/E/Ps are to be hired.
- (d) Certificate regarding fulfillment of pollution norm.
- (e) Holding of valid driving license by the Driver/Operator with five years experience.

**4.8 Quoting Rate of Hiring.** Bidders to quote the rate of hiring excluding the rate of fuel but deemed to be inclusive of all taxes, viz work contract tax, terminal taxes, royalty, octroi, sale tax/VAT/GST, service tax, labour welfare cess or any other taxes and like levies payable under the respective existing states etc. Fuel will be issued to the contractor by the department from the location mentioned in the contract on the request of the contractor. The cost of fuel will be booked by the department directly in the job in which the hiring of resources is utilized.

**4.9 Requirement for documents/ Certificates of the participants.**

- (a) Pan Card.
- (b) GST Certificate.
- (c) Aadhar Card.
- (d) Certificate regarding MSME.
- (e) Any other additional documents as notified by CFA.

#### **4.10 Maximum Vintage & Usage of V/E/P at the time of tender.**

- (a) The vintage of excavators, compressors, drilling machines, dozers and other earth-moving/excavating machines should not be more than 03 years and the usage life should not be more than 3000 Hrs on the date of induction of the Equipment.
- (b) For Stone Crushers, HMPs, Pavers, Road Rollers, Compactors Batching plants, WMM plants and other miscellaneous machines and equipment, the vintage should not be more than 04 years and the usage life should not be more than 2000 Hrs on the date of induction of the Equipment.
- (c) For trailers, tippers, dumpers and buses, vintage should not be more than 04 years and usage life should not be more than 75000 km on the date of induction of the vehicle.
- (d) For Light Vehicles, Light Commercial Veh etc. vintage should not be more than 05 years and usage life should not be more than 50,000 in kms on the date of induction of the Vehicles.
- (e) The vintage of the VEPs provided for hiring to be calculated from Bid submission end date.

**4.11** However, there may be cases where V/E/Ps with the above criteria after 1<sup>st</sup> tender call are not available in the required numbers due to the remoteness of the location. In such cases, the Chief Engineer Project through ADGBRs of the concerned sector shall submit the detailed SoC to DGBR for relaxation in the above vintage and usage criteria to assess the feasibility of relaxing the above required criteria, keeping in view the effectiveness of V/E/Ps for the intended task. The relaxation of above criteria will be approved by the hiring Sanctioning Authority.

**5.0 MINIMUM UTILISATION OF V/E/P.** The minimum utilisation of hired V/E/Ps should not be less than the utilisation norms given in Appendix 'B' and Appendix 'A' of Revision of Output Norms of V/E/Ps in BRO circulated vide HQ DGBR letter No. 22056/CCC/Eqpt-Norms/DGBR/161/TP (Res) dated 18 Oct 2019.

#### **6.0 CLEARANCES.**

**6.1 Forest clearance, Environment clearance etc.** All the Statuary clearances like Forest clearance, Environmental clearance etc, if required will be taken by the department before placing of Work Order for the induction of the Equipment and Plant. Site free from all incumbencies will be handed over to the contractor by the department for the commissioning of equipment and plants.

**6.2 Pollution clearance.** Obtaining pollution clearance for the V/E/P is the responsibility of the contractor and has to be taken within the time stipulated for the induction/ commissioning period.

## **7.0 PENALTY ON DELAY IN INDUCTION/COMMISSIONING OF HIRED EQPT.**

**7.1 Commissioning of V/E/P.** The contractor shall commission the V/E/P as per the time schedule given in the Work Order.

**7.2 Transportation and Commissioning/ De-commissioning charges.** All the transportation and commissioning charges for induction and de-commissioning charges for the de-induction of V/E/Ps are to be borne by the contractor.

**7.3 Delay in Induction/ Commissioning of V/E/P.** Failure on the part of the contractor, to meet the timelines given in the WO for the commissioning of V/E/P as per the schedule given in the WO, will attract a penalty @ 0.5% of the contract value of that group for which the rate is quoted per week or part of the week on pro-rata basis of delayed period for the individual items where delay has taken place. However, the maximum penalty should not exceed 10% of the contract value. However, in case of inaccessible site conditions due to natural calamity, and incidences beyond human control, the penalty may be waived off on justifiable grounds by the Accepting Officer as the case may be. To waive off this penalty may be decided by the Accepting officer where the conditions are beyond the control of the contractor by recording reasonably to justify the same.

**7.4 Cancellation of Contract.** Involvement of any VEP in theft, fraud or sale of illegal contraband items or fuel, duly supported by proofs and FIR of police shall lead to immediate cancellation of the CA.

**8.0 FIXING OF OUTPUT OF V/E/P.** After delivery of V/E/Ps, at the defined site or place of installation, a trial run for 10 hrs for Equipment and Plant and 100 km for Vehicles will be conducted to evaluate its performance by detailing a TBO by the concerned TF and to be Presided over by an officer NOT below the rank of EE/ Lt Col/Maj but not the OC RCC of user unit and OC Wksp. The minimum desired output of V/E/Ps shall be not less than as laid down departmental norms fixed for various V/E/Ps issued vide HQ DGBR letter No.22056/CCC/Eqpt-Norms/DGBR/161/TP (Resources) dated 18 Oct 2019. The TBO convened by HQ BRTF to include the OC Wksp, one officer from TF, one officer from the user unit and the contractor or his rep as members. The TBO will be approved by Commander TF.

**9.0 FIXING OF NORMS FOR FUEL CONSUMPTION.** Fuel consumption of V/E/Ps is to be determined by the same TBO in case fuel is to be provided by the department, as detailed to evaluate the performance/output of V/E/P, which will assess fuel consumption based on the actual site conditions and its usage for the intended task. TF Commander while approving the TBO of evaluating fuel consumption of V/E/P may refer to the manual of particular V/E/Ps for KPL/HPL as specified by manufacturers. However, it shall only be used for reference; the fuel consumption shall be worked out as per actual site conditions and deployment of V/E/Ps for the intended task.

**10.0 ISSUE OF FUEL.** Fuel will be issued by the Department from the location mentioned in the contract on the request of the contractor. Fuel is to be issued either in barrels with a minimum capacity of 200 liters or directly from KSP. No fuel is to be issued in Jericane. Fuel (Diesel and/or Petrol -MS87) is to be provided by the department, under Schedule "B". If there is any over issue/utilisation, the quantity of fuel will be returned by the contractor at the place of issue or the recovery will be affected for the un-returned fuel at double the existing departmental rate.

**11.0 RECORD OF FUEL CONSUMPTION.** Fuel consumption as fixed above is to be recorded in the car diary/ Log book maintained for every V/E/P. The daily consumption and issue of fuel is to be entered in the car diary/ log book.

**12.0 OPERATION AND MAINTENANCE OF THE V/E/P.**

The operators/drivers and technicians required to run the V/E/Ps, will be provided by the contractor. All expenditures towards maintenance, repair and operation of V/E/Ps are to be borne by the contractor. Only Fuel (Diesel and/or Petrol -MS87) is to be provided by the department, under Schedule "B". All other Oils and lubricants are to be provided by the contractor and the cost towards this will also be borne by the contractor.

**13.0 OFF ROAD PERIOD AND PENALTY FOR NON-REPAIR WITHIN ALLOWABLE PERIOD.**

**13.1 Off road period.** Particular V/E/P shall not be off-road for a maximum of up to total 07 days in a month, including closed holidays for the initial 90 days of the contract period and after that, total 10 days in a month, including closed holidays, for the subsequent period of the contract till completion of the contract period. The definition of a month here is the calendar month. If the contract period is starting or completed in between a calendar month, the off-road days will be worked out on a pro-rata basis.

**13.2 Penalty for Off Road.** In case, the off-road days exceed the Nos of days as specified, a penalty calculated on pro-rata basis for the group of items for which the rate is quoted @ of 0.5 % of the contract sum of the group of the items for which the rate is quoted per day exceeding the off-road period specified as the limit for the individual V/E/P will be imposed. However, the maximum penalty under this should not exceed 10% of the contract value. This penalty should be considered separately from the penalty arising out because of delay in the commissioning. However, in case of inaccessible site conditions due to natural calamity, and incidences beyond human control, the penalty may be waived off on justifiable grounds by the Accepting Officer as the case may be. The illustration of calculation of penalty is at **Appx B**.

**14 REPLACEMENT OF V/E/P.** If a particular V/E/P is not able to achieve the rated output as fixed by TBO, then it will be termed as inefficient and will be replaced free of cost by the contractor with eqpt meeting the desired output. In case, the



contractor fails to replace the V/E/P in the stipulated time, failing to meet the output criteria, it will be considered as off-road and will be treated as per the terms and conditions of the off-road period.

## **15. ACCOUNTING OF HIRING.**

**15.1 Daily Record.** A logbook/ car diary individually V/E/P wise will be opened. Complete details of the duty performed by the V/E/P on a daily basis like kms/hrs run, fuel consumption and output achieved to be entered in the work diary and log book/car diary. The work diary and log book/car diary are to be signed by the Engineer-In-Charge and contractor/authorised rep of the contractor on a daily basis.

**15.2 Monthly Record.** At the end of the month, a summary page is to be prepared summarizing important aspects such as total kms/hrs run, total fuel drawn, total output achieved etc. The summary page is to be signed by OIC & contractor rep and countersigned by OC Contract and Contractor. The logbook/ Car diary is the mandatory document to be produced with the bills produced by the contractor.

**15.3 Maintaining and sharing the digital data.** All the V/E/P manufactured after 2018 are fitted with an Electronic Storage Unit (ESU) which captures real-time data like V/E/P health monitoring, operator/ driver behaviour monitoring, fuel monitoring, Operations automation, DEF monitoring, location tracking etc. A special clause be added in the contract that the contractor shall submit all the data as generated by the ESU on a monthly basis and also the same be provided at the time of processing the RARs/ Final bill. The login credentials to access the data for each V/E/P be provided by the contractor to all as directed by OC Contract.

## **16.0 LOSS OF LIFE AND PROPERTY OF ASSETS DEPLOYED IN THIS CONTRACT DURING THE CONCURRENCY OF THE CONTRACT DUE TO ANY REASON INCLUDING NATURAL CALAMITY ETC.**

**16.1 Damages to V/E/P.** Any damages to V/E/P during the operation of the hiring contract shall be the sole responsibility of the contractor. No compensation whatsoever will be paid by the department. On the occurrence of damages, another V/E/P in good condition shall be provided by the contractor within 15 days at the location of the original equipment deployment. In case, the contractor fails to replace the V/E/P within the stipulated time, it will be presumed that V/E/P is off-road and will be treated as per the terms and conditions of the off-road period. The contractor is to arrange insurance for the hired V/E/Ps at his own cost.

**16.2 Loss of life and Property.** Any loss of life and property to the manpower of the contractor deployed under this contract is the sole responsibility of the contractor. No compensation whatsoever will be paid by the department. The contractor is to arrange insurance for his manpower at his own cost.

## **17. CREW.**

17.1 The operators, Supervisors, mechanics or any manpower required to run the equipment shall be provided by the contractor without any extra cost.

17.2 If the Engineer-In-Charge/OC Contract feels that the operator is not skilled enough to do the job, the contractor without any dispute has to change the operator on written instructions from the Engineer-In-Charge/ OC Contract.

## **18. MAINTENANCE AND REPAIRS.**

18.1 During the period of hiring, all tools, spare parts, mechanics etc are to be provided by the contractor. The VEP shall be kept in working conditions with effective maintenance. All expenditures towards maintenance of equipment, repair charges, cost of spare parts etc shall be borne by the contractor.

## **19. BOARDING/ LODGING.**

19.1 Boarding and lodging of the crew shall be the responsibility of the contractor. The department shall not own any responsibility for the same.

20. This Policy will be applicable w.e.f 21 Apr 2025 and shall continue until further orders. This Policy will not apply to past hiring cases whichever is settled or contract action has already been started/concluded or work completed but payment of the final bill is pending. This policy supersedes the policies and instructions issued earlier on the subject matter.

21. These are the common set of guidelines issued for the standardization among the hiring cases of different Projects. The Project can approach this HQ if any real-time constraints are raised on the implementation of the subject guidelines.

22. The concurrence of IFA BR has been obtained vide their note ID No.IFA (BR) I.D. No. IF/ISO/840/Vol.XXXXV/N-Pro/127/P-20/22 (22-04) dated 28 Apr 2025.

23. This has the approval of DGBR.



**(BPS Tomar)**

Col

Dir (Resources)

For DGBR

22152/Hiring policy/DGBR/ 91 /TP Res

Dt : 09 May 2025

Encl: Appx 'A' & 'B'

## **Appx B**

(Ref Para 13.2 of the hiring policy)

### **ILLUSTRATION OF FINANCIAL IMPLICATION**

#### **1. Late Commissioning**

@ 0.5% of the contract value of that group for which the rate is quoted per week or part of week on the pro-rata basis of the delayed period for the individual items where the delay has taken place

Say contractor has commissioned the 10Nos excavators in the following time.

No of Equipment	Delay in days	Penalty
6	0	Nil
2	4	$4/7 \times 2 \times 0.5/100 \times 2,10,00,000 = 1,20,000$
1	6	$6/7 \times 1 \times 0.5/100 \times 2,10,00,000 = 90,000$
1	20	$20/7 \times 1 \times 0.5/100 \times 2,10,00,000 = 3,00,000$
Total		Rs. 5,10,000

#### **2. Off-road**

Pro-rata basis for the group of the items for which the rate is quoted @ of 0.5% of the contract sum of the group of items for which rate is quoted per day exceeding 07 days in a month

No of Equipment	Off-road in a month	Penalty
1	12 days in the first 90 days of hiring	$1/10 \times 5 \times 0.5/100 \times 2,10,00,000$
Total		Rs. 52,500

**Appx 'A'**

(Ref Para 2.3 of the hiring policy)

[illegible]