

## **REQUEST FOR PROPOSAL**

*For*

**ENGAGEMENT OF A CONTRACTOR BY MCD FOR  
TOLL & ENVIRONMENT COMPENSATION  
CHARGE (ECC) COLLECTION AT BORDER  
POINTS FROM SPECIFIED COMMERCIAL  
VEHICLES ENTERING DELHI AND UPGRADE THE  
EXISTING RFID SYSTEM TO THE MULTI LANE  
FREE FLOW (MLFF) BASED COLLECTION.**

### **Volume I - Instructions to Bidders**

**Toll Tax Department  
MCD  
14<sup>th</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre,  
Minto Road, New Delhi -110002  
Telephone No. 011-23226453**

  
**Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi**

## MUNICIPAL CORPORATIONS OF DELHI Toll Tax Department

**Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC)  
Collection at border points from specified commercial vehicles entering Delhi and upgrade the  
existing RFID system to the Multi Lane Free Flow (MLFF) based collection**

### **Request For Proposal (RFP) – Volume I, Instructions to Bidders (ITB)**

RFP document shall be available on <https://etenders.gov.in> for a non-refundable fee of Indian Rupees 1,00,000/- plus applicable GST payable through online mode available at <https://etenders.gov.in>.

**Applicant's Name, Address and contact details:**

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**Assistant Commissioner,  
Toll Tax, On Behalf Of  
MCD.**

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

**Contents of RFP Document**

Volume I	Instructions To Bidders (ITB) covering Notice Inviting Tender (NIT) and Bidding Formats
Volume II	Project Information Memorandum (PIM)
Volume III	Draft Contract Agreement

**Volume – I: Instructions to Bidders (ITB)**

The “Instructions to Bidders (ITB)” covering Notice Inviting Tender (NIT) and Bidding Formats is being issued to Applicants/ Bidders as Volume I of the Request for Proposal (RFP) document and must be read in conjunction with the other volumes of the RFP as given below:

**Volume – II: Project Information Memorandum**

Volume – III: Draft Contract Agreement, to be signed between MCD and the Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm in which leading partner should have minimum 51% shareholding and other partner/partners should have not less than 10% shareholding shall be allowed to bid. In case a Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV declared as the Bidder, the original members of the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV shall also be confirming parties to the Contract Agreement. In case of Partnership Firm, all the members of the Partnership Firm shall be parties to the Contract Agreement. In case of JV with foreign member, the Lead Member has to be an Indian firm/company with a minimum share of 51%.

This Volume I of the RFP sets out the bidding/ engagement and evaluation process. It provides necessary formats for Bidders to prepare the Proposal towards “Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection” (hereinafter referred to as the Project). The prescribed formats for the submission of Proposal are annexed to this Volume.

Applicants/ Bidders are advised to thoroughly understand the Terms and Conditions and submit their Proposals complying with the requirements stipulated in the RFP document. Proposals are liable to be disqualified in case they are incomplete, non-responsive, non-eligible and if the information is not submitted as per the prescribed formats.

  
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**DISCLAIMER**

The information contained in this Request for Proposal comprising Volume I, II and III (hereinafter referred to as “RFP”) document or subsequently provided to the Bidders, whether verbally or in documentary form by or on behalf of the MCD (hereinafter referred to as “MCD”), its employees or any of its agencies/consultants/advisors, is provided to the Applicant(s)/ Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information for all the persons and it is not possible for MCD, its employees or any of its agencies/consultants/advisors to consider the business/ investment objectives, financial situation and particular needs of each Applicant/ Bidder who reads or uses this RFP document. Each Applicant/ Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. MCD, its employees or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the RFP document.

MCD may at its own discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

The Contractor shall at all times act only in accordance with, and remain bound by, the Delhi Municipal Corporation Act, 1957, the Delhi Municipal Corporation (Toll Tax) Bye-Laws, 2007, all notifications, circulars, guidelines, resolutions, standing orders, standard operating procedures, directions of the Commissioner, orders of competent courts and authorities, and all amendments, modifications, substitutions, re-enactments and successor provisions thereof, from time to time

Bidder shall also be bound by terms & conditions of all agreements entered into by the MCD with NHAI and or any 3<sup>rd</sup> agency with respect to toll plazas at Badarpur & DND Flyway, and at toll plaza at Rajokari Toll Plaza, Gurgaon, NH-8 or any other toll plazas related to payments towards rent of land/space, electricity or all other facilities extended by NHAI and or any 3<sup>rd</sup> agency for smooth operation of toll tax & ECC collection at toll plaza etc..

**The selected Bidder shall be responsible for a dual-scope of work:**

- i) **Part A Upgradation to MLFF :** To Design, Develop, Commission, Operate, and Maintain a comprehensive Multi-Lane Free Flow (MLFF) tolling infrastructure. This mandate includes the deployment of gantry-mounted hardware—comprising high-fidelity RFID transceivers and ANPR imaging systems—ensuring seamless integration with the current RFID system.

The project should be defined as a complete turnkey solution for transition from RFID Lanes to Multi-Lane Free Flow (MLFF) at toll entry points of Delhi. The scope must include:

- **Design and Development:** Conduct field surveys, prepare design drawings, and supply all MLFF equipment, materials, and spare parts.
- **Infrastructure Installation:** Implementation of a comprehensive MLFF-based tolling system, including the necessary field equipment and sensors mounted on gantries.
- **Operations & Maintenance (O&M):** Full operation and maintenance of the MLFF facility and system throughout the contract period, including skilled resources at the location.
- **RFID Integration:** Seamless integration with the current RFID tags for real-time fare calculation and payment processing.

  
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- **Post-Passage Notice Mechanism:** Automated generation and issuance of digital notices for vehicles whose entry or passage through the MLFF system is recorded but for which the applicable Toll Tax and/or ECC remains unpaid, together with system support for subsequent recovery action, all strictly in accordance with the Delhi Municipal Corporation Act, 1957, including section 161, the Delhi Municipal Corporation (Toll Tax) Bye-Laws, 2007, and all amendments, rules, notifications, directions and orders issued from time to time.
- ii) **Part B Collection:** Collection of Toll Tax and Environment Compensation Charge (ECC) from notified commercial vehicles at all designated border entry points of Delhi using MLFF.

  
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**NOTICE For INVITING TENDER THROUGH ONLINE MODE i.e. <https://etenders.gov.in>  
MUNICIPAL CORPORATION OF DELHI  
TOLL TAX DEPARTMENT**

**Notice Inviting Offer cum Request For Proposal (RFP)****NIT No: DC/TT/HQ/2026/D-114****Dated 05/06/2026**

Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection.

The MCD invites online technical and financial proposals through <https://etenders.gov.in> from interested developers/toll plaza operators to collect toll tax & ECC from specified commercial vehicles, upgrade/modify, operate, and maintain 154 toll plazas/posts/barriers locations bordering Delhi. In addition to toll collection, the contractor shall also separately collect ECC as per actual basis and deposit the same on weekly basis. Collection of Toll & ECC shall be made through upgrade the RFID system to MLFF at all entry points and also bound to use & operate facilities and infrastructure to be created at all entry of Delhi in the project for collection of MCD Toll Tax and ECC.

The work shall be granted for a period of 5 years "contract is extendable for a further period of six months or till the date of appointment of new contractor, whichever is earlier, as per the decision of the Competent Authority of MCD" with provision of increase of 2.5% in the existing awarded amount / committed amount after every one year.

- Reserve Price for Toll Tax\*: Rs. 910.00 crores annually (Rs. Nine Hundred Ten Crores only)
- Earnest money deposit = Rs.18.20 crores in the form of BG/RTGS/FD/DD. The bidder should upload the copy of BG online. The bidder who failed to submit original BG within prescribed time shall not be considered for opening of technical bid.
- An Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV may submit their proposal.

\*This reserve price is for toll amount only.

**Broad role of Contractor:** Selected Contractor will undertake at its own cost

- i) To upgrade the RFID system to MLFF at all entry points and also bound to use & operate facilities and infrastructure to be created at all entry of Delhi in the project for collection of MCD Toll Tax and ECC;
- ii) Use and operate the facilities and infrastructure created at the permanent Point of sale in the Project for RFID tagging of vehicles as well as recharging of RFID tags;
- iii) The Web Portal for undertaking registration of vehicles and recharging of RFID tags.

**Broad role of MCD:** MCD will act as facilitator, provide toll plazas on "as is where is" basis, grant rights for toll & ECC collection and provide administrative support.

**Note:-**

The Successful bidder is bound for collection of Toll & ECC through installed and fully operationalized barrier-free Multi-Lane Free Flow (MLFF) System at their own costs and expenses integrated with existing installed RFID System. During implementation stage the Successful Bidder/Contractor shall use the existing system/infrastructure for the collection of Toll Tax & ECC. The details of MLFF Standards & Technical Specifications given in Annexure-5 of Volume-III.

**Project Background:** At present there are 154 entry points at the borders falling under the jurisdiction of MCD. Specified commercial vehicles entering Delhi are tolled at entry points through plazas/lane/posts/barrier points and further as per direction of Hon'ble Supreme Court in the case titled MC Mehta Vs. UOI & Ors. in W.P.(C) No. 13029/1985, ECC shall be collected from certain specified commercial vehicles. Further, MCD now envisages contracting out the process of toll & ECC collection, operation & maintenance (O&M) at toll plazas/lane/posts/barrier points to an eligible private sector firm to be engaged through an open, competitive and transparent engagement process. For this purpose, MCD is issuing this Notice Inviting Offer-cum-Request for Proposal (RFP) solicitation.

**Selection Process:-** A single stage, two-envelope, engagement process will be followed for selection of a suitable Contractor for this work. All interested Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV that qualify each of the following eligibility criteria may apply online through <https://etenders.gov.in>. Based on the technical bid of each proposal as submitted by the Applicant, MCD shall shortlist Bidders for opening of financial bid of those bidders who qualify the eligibility criteria as given below and whose technical bid is found acceptable. The Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV having the highest financial bid will become eligible for selection as a suitable Contractor.

**Eligibility Criteria for technical compliance of the Applicant:-**

**Network:** Applicant /Bidding Firms' minimum net Worth as per previous year's available annual audited results, of =Rs. 228.00 Crores, excluding revaluation reserve, goodwill and other intangible assets, as certified by a Chartered Accountant. In case of JV, the arithmetic sum of individual net worth of all members shall be taken as JV's net worth. The net worth of lead member of JV shall not be less than 51% of the net worth criteria as mentioned above.

**Relevant Experience:** The Applicant/bidding Firm must have prior relevant experience of toll /entry tax collection, operation through manual and semi-automated/electronic toll collection technologies in the last five financial years ending March 2026:-

The proposed contract involves handling of 154 toll plazas containing 244 lanes; therefore, the Applicant/bidding firm must have experience of operating minimum 50% of total Toll Lanes mentioned above under a single contract (i.e. minimum 122 lanes under a single contract) for minimum total period of two years (24 months), with each contract having a minimum duration of one year. In case of bidding JV firm, the non-lead member shall have experience of operating minimum 10% of total Toll Lanes mentioned above under a single contract for the time period as mentioned above.

**Past Toll Collection:** The Applicant/bidding Firm must have prior relevant experience in Toll/Entry tax of at least Indian Rupees = Rs. 319.00 Crores, an annual average of best three financial years in past five financial years ending March 2026. A confirmation certificate from CA/SA must be provided in the proposal. In case of JV, the above eligibility shall be satisfied by either the JV in its own name & style' or the Lead Member of the JV. Non lead member of JV shall have prior experience in Toll/Entry tax of at least Indian Rupees = Rs. 91.00 Crores, an annual average of best three financial years in past five financial years ending March 2026.

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Municipal Corporation of Delhi**

**NOTE-**The Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV and their subsidiaries either wholly owned or subsidiaries with percentage of any holding or step down subsidiaries with percentage of any holding or subsidiaries by control of composition of board / associates / consortium who has not cleared past dues of MCD (NDMC, SDMC & EDMC) shall not be eligible to participate in the tender and such participation will be rejected, summarily. The Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV has been black-listed by either MCD (NDMC, SDMC & EDMC) or any Govt. organization /Ministry /PSUs shall not be eligible to participate in the tender and such participation will be rejected, summarily.

The successful bidder shall be required to deposit performance security equivalent to 10% of the Quoted Amount/Awarded Amount/Negotiated amount for Toll Tax and Rs. 12.00 crore (Rs. Twelve Crore only) for ECC in the form of RTGS/DD/BG/FD within specified period from the date of issue of Letter of Intent (LOI) as per detailed below:-

- Rs.18.20 crores already deposited as EMD shall be converted as part of Performance Guarantee.
- Amount equivalent to 10% of the Quoted Amount / Awarded Amount / Negotiated amount (after deducting Rs.18.20 crores already deposited by the bidder as EMD which shall be adjusted in the Performance Security) for Toll Tax and Rs. 12.00 crore (Rs. Twelve Crore) for ECC in the form of RTGS/DD/BG/FD valid for 63 months.

Letter of award shall be issued after receipt of Performance Security.

**MCD reserves the right to reject any/all application / bids without assigning any reasons.**

- EMD amount of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.

**Statement of qualification:-** Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV must submit the following papers with application.

- Firm's profile including details of ownership, constitution and evidence of incorporation.
- Evidence of financial capability, including annual audited accounts of preceding three (3) financial years.
- Detailed information on key personnel (list of management, key officials, promoters and current stake holding pattern).
- Relevant experience for past or current projects in hand with regard to toll collection, operation with supporting proof i.e. documents/ certificates from client/award letter/ letter of acceptance etc. as applicable from respective client.

RFP document shall be available on <https://etenders.gov.in> for a non-refundable fee of Indian Rupees 1,00,000/- + Applicable GST payable through online mode available at <https://etenders.gov.in>.

Pre-bid conference – 12/06/2026 at 01:00 PM will be held at Conference Hall at 23<sup>rd</sup> Floor, Dr. SPM Civic Centre, Minto Road, New Delhi-110002.

Submission of Technical and Financial Proposal/Bid through Online mode available at <https://etenders.gov.in>

Last date of submission of Proposal 29/06/2026 on or before 03.00 P.M. Date of opening Technical Bids 30/06/2026 at 03.30 P.M. (i.e. Next Day)

#### **MOST IMPORTANT**

The NIT, RFP document alongwith the bidding schedule shall be uploaded on <https://etenders.gov.in>. For participation, online registration is required by the prospective bidders to avail user ID and Password. For detail please visit the facility available on above website at "Register with us". In case of any assistance regarding registration, please contact Sh. Sahib Kumar (Mob.8800110222) and Sh. Sudhanshu Srivastava (Mob. 9468890225) & through email support-eproc@nic.in (IT mail). The prospective bidders are also free to contact Sh. Surendra Kumar Vidyarthi, AO (TT) on his mobile no. 8826373327 in case of any difficulty.

-Sd-  
For Commissioner (MCD)

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

**SCHEDULE OF BIDDING PROCESS- SUMMARY**

Sl No.	Event description	Dates
1.	Floating of NIT for Request for Proposal (RFP)	05.06.2026 (Friday)
2.	Pre-bid meeting at 1:00 PM in Conference Hall at 23rd Floor, Dr. SPM Civic Centre, Minto Road, New Delhi-110002	12.06.2026 (Friday)
3.	Last date of online submission of proposal on or before 03.00 P.M.	29.06.2026 (Monday)
4.	Opening of Technical Proposals on next day at 03.30 P.M.	30.06.2026 (Tuesday)

**Note:** MCD, however, reserves the right to extend the target dates. Intimation to this effect shall be given to all Applicants/Bidders including requests for extending the proposal and bid security validity time frame, if required. The revised bidding schedule shall be uploaded on the Municipal website [www.mcdonline.nic.in](http://www.mcdonline.nic.in). Applicants/ Bidders are advised to regularly check for details including the ones that may be notified at the MCD website: [www.mcdonline.nic.in](http://www.mcdonline.nic.in)

  
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**PROJECT SUMMARY SHEET**

SL No.	Key Information	Details
1	Project Title	“Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection.”
2	Location	All toll points bordering Delhi. Reference invited to Appendix 1 in Volume II- PIM of this RFP document, showing zone wise location of all toll points.
3	Nodal Agency	Toll Tax Department, MCD
4	Institutional Structure	Contract Agreement to be executed between MCD and the selected Bidder or Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV. The original members of the selected Firm /Entity however, shall also be confirming parties to the Contract Agreement.
5	Successful Bidder's Responsibilities	<p>Broadly;</p> <p>To collect toll tax &amp; ECC from specified commercial vehicles, up-grade / modify, operate and maintain 154 toll plazas / posts / barriers locations bordering Delhi. The toll tax &amp; ECC shall be collected from specified commercial vehicles entering Delhi at MCD/Delhi Govt./Hon'ble Supreme Court of India approved rates as specified in the RFP, Appendix 2, RFP-Vol. II –PIM.</p> <p>Take suitable action against all evading commercial vehicles and collect the applicable MCD Toll Tax and ECC (along with applicable penalties) after installing electronic gadgets to capture the registration number of evading commercial vehicles as defined in the RFP document Vol.-II (PIM).</p> <p>Bidder shall also be bound by terms &amp; conditions of all agreements entered into by the MCD with NHAI and or any 3<sup>rd</sup> agency with respect to toll plazas at Badarpur &amp; DND Flyway, and at defunct toll plaza at Rajokari Toll Plaza, Gurgaon, NH-8 or any other entry points related to payments towards rent of land/space, electricity or all other facilities extended by NHAI and or any 3<sup>rd</sup> agency for smooth operation of toll tax &amp; ECC collection at toll plaza etc.</p> <p>To use and operate the facilities and infrastructure created at the permanent POS in the Project for RFID tagging of vehicles as well as recharging of RFID tags; and the Web Portal for undertaking registration of vehicles and recharging of RFID tags.</p> <p>To provide various Services &amp; Utilities as required at the all toll points having manual and computerised operations including on-line data base management systems and seamless linkages with the MCD control room and reporting structures as laid out in the RFP.</p> <p>To take all or any of the requisite clearances from the competent authorities during the term of Contract as may be required in coordination with statutory authorities NHAI, PWD, their concessionaires, etc.</p> <p>To make payments to MCD as specified in the RFP and the Contract Agreement</p>

  
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		In addition to performance security, the bidder shall deposit 52 weeks Post Dated Cheques (PDC) of the weekly committed / awarded amount for Toll Tax initially for period of one year and bound to deposit another 52 weeks post dated cheques of the weekly committed amount / awarded amount before one month from the date of start of every next year with incorporating the provision of increase of 2.5% in the existing awarded amount / committed amount after every one year. The bidder shall keep on replacing the out dated cheques with current date cheques.
6	Term of Contract	5 years, the contract is extendable for a further period of six months or till the date of appointment of new contractor whichever is earlier as per terms and conditions that may be decided by the Competent Authority of the MCD.
7	Payments payable by the Successful Bidder	<p>Weekly remittance of agreed / awarded toll tax &amp; ECC amount through RTGS to MCD and any other statutory tax(es) if applicable at the relevant time .</p> <p>For delay of more than one day in weekly remittance of agreed / awarded Toll Tax amount, the bidder is liable to pay the interest as specified in the RFP document. In case of delay of one week or more in weekly remittance of agreed / awarded Toll Tax amount, MCD shall be authorized simultaneously to en-cash the weekly post dated cheques (PDC) by depositing the post dated cheques in MCD bank account.</p> <p>Weekly remittance of ECC amount collected by the successful bidder on actual basis.</p>
8	Proposal Submission	<p>Duly signed documents shall be uploaded as technical bid.</p> <p>Online submission of financial bid.</p>
9	Contents:  Technical Proposal	<p>Annexure 1: Cover Letter for submission of Technical Proposal (as per format provided)</p> <p>Annexure 2: Description of the Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm) (as per format provided)</p> <p>Annexure 3: Net Worth Confirmation (as per format provided)</p> <p>Annexure 4: Relevant project experience (as per format provided)</p> <p>Annexure 5: Assessment of manpower requirement and confirmation of mobilisation of manpower within the time frame as specified in the RFP</p> <p>Annexure 6: Information on Litigation (as per format provided)</p> <p>Annexure 7: Affidavit</p> <p>Annexure 8: Power of attorney for appointing Lead Member, in case of Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm) (as per format provided)</p> <p>Annexure 9: Power of attorney for appointing signatory to the proposal (as per format provided)</p> <p>Annexure 10: Memorandum of Understanding (MoU), in case of Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm) (no specified format)</p> <p>EMD amount of Rs.18.20 crores in the form of BG/RTGS/FD/DD from State Bank of India &amp; its subsidiaries, any Indian Nationalized Bank, IDBI/ICICI Bank, A Foreign Bank (issued by a branch outside India) with a counter guarantee form SBI or its subsidiaries or any Indian Nationalized Bank and any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (Issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account. The bidder should upload the copy of BG online.</p>

10	Financial Proposal	Financial Proposal in the required format available online.
11	Reserve Price	<ul style="list-style-type: none"> <li>Reserve Price for Toll Tax: Rs. 910.00 crores annually (*This reserve price is for toll amount only)</li> <li>The contractor shall also separately collect ECC as per actual basis and deposit the same on weekly basis.</li> </ul>
12	Bid Parameter	The H-1 will be decided on the basis of H-1 rates arrived for Toll Tax.
13	Proposal Evaluation- Main basis	<p>Technical bid - Compliance with Technical Specifications &amp; RFP Requirements.</p> <p>Financial bid - The H-1 will be decided on the basis of H-1 rates arrived for Toll Tax annual remittance for 5 years extendable for further six months including the provision of increase of 2.5% in the annual lump-sum quoted amount after every one year and an unconditional Proposal.</p>
14	Time given for Proposal Submission	As mentioned in schedule of bidding
15	Validity of the Proposal	120 days after the date of Proposal submission.
16	Earnest Money Deposit (EMD)	Rs.18.20 crores in the form of BG/RTGS/FD/DD. The bidder should upload the copy of BG online
17	Validity of Bid	120 days.
18	Performance Security	(i) RTGS/DD/BG/FD to be submitted as per amount and time schedule specified in tenders – Request for Proposal.
19.	The selected Contractor shall be responsible for a dual-scope of work:	<ul style="list-style-type: none"> <li><b>Part A Upgradation to MLFF:</b> To Design, Develop, Commission, Operate, and Maintain a comprehensive Multi-Lane Free Flow (MLFF) tolling infrastructure. This mandate includes the deployment of gantry-mounted hardware—comprising high-fidelity RFID transceivers and ANPR imaging systems—ensuring seamless integration with the current RFID system.</li> <li><b>Part B Collection:</b> Collection of Toll Tax and Environment Compensation Charge (ECC) from notified commercial vehicles at all designated border entry points of Delhi using MLFF.</li> </ul> <p><b>Note:-</b></p> <p>The Successful bidder is bound for collection of Toll &amp; ECC through installed and fully operationalized barrier-free Multi-Lane Free Flow (MLFF) System at their own costs and expenses integrated with existing installed RFID System. During implementation stage the Successful Bidder/Contractor shall use the existing system/infrastructure to the collection of Toll Tax &amp; ECC. The details of MLFF Standards &amp; Technical Specifications given in Annexure-5 of Volume-III.</p>

  
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 Toll Tax Department  
 Municipal Corporation of Delhi



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**ABBREVIATIONS**

BOT	Built Operate Transfer
CA	Chartered Accountant
EMD	Earnest Money Deposit
Engg.	Engineering
EOI	Expression of Interest
ITB	Instructions to Bidders
JV	Joint Venture
km.	Kilometres
MCD	MCD (Municipal Corporation of Delhi)
MoU	Memorandum of Understanding
NCT	National Capital Territory of Delhi
NIT	Notice Inviting Tender
No.	Number
O&M	Operation and Maintenance
PIM	Project Information Memorandum
Pm	Post meridian
PPP	Public Private Partnership
RFP	Request For Proposal
Rs.	Rupees
SBI	State Bank of India
Sq.ft.	Square Feet
Sq.m(t).	Square Meter
ECC	Environment Compensation Charge
BG	Bank Guarantee
LOI	Letter of Intent
RFID	Radio Frequency Identification Device
MLFF	Multi Lane Free Flow

  
 Assistant Commissioner  
 Toll Tax Department  
 Municipal Corporation of Delhi

## **SECTION 1 –NOTICE INVITING TENDER**

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

**MUNICIPAL CORPORATION OF DELHI**

**Toll Tax Department,**

14th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002

NIT No:DC/TT/HQ/2026/D-114

Dated 05/06/2026

**NOTICE INVITING TENDER (NIT)**

for

Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection.

*Purpose: Commissioner, MCD, Dr. Shyama Prasad Mukherjee Civic Centre, Delhi invites on behalf of MCD, the sealed and super-scribed technical and financial proposals from eligible contractors/ developers/ operators for toll & ECC collection from specified commercial vehicles entering the Municipal limits of Delhi in accordance with the terms and conditions of the RFP document.*

MCD intends to hand over of site to successful bidder on \_\_\_\_\_ at 6:00 AM. Accordingly all bidders are requested to accept and adhere to terms and conditions as laid down in RFP documents as no change in these documents shall be entertained / made. Offers deviating from these RFP documents are liable for summarily rejection.

**Notes:**

1. **Availability of RFP document:** RFP document containing detailed terms and conditions can be downloaded from website <https://etenders.gov>. in upon payment of Indian Rupees 1,00,000/- + applicable GST the necessary cost of RFP document by way of online payment.
2. **Address for submission of Proposal:** Technical and Financial Proposals shall be uploaded on website <https://etenders.gov.in>. Till 29/06/2026 on or before 03.00 P.M.
3. **Proposal Validity Period:** The Proposal submitted by the Applicants shall hold good for 120 days from the date of opening.
4. **Cost of RFP document:** Indian Rupees 1,00,000/- + applicable GST, a non-refundable fee, to be paid through online mode.
5. **Earnest Money Deposit:** Rs.18.20 crores in the form of BG/RTGS/FD/DD. Without EMD, the proposal shall be rejected. Bidders who opt for submission of EMD in the form of BG, in that case, the bidder should upload the copy of BG online and submit original BG in sealed envelop in a box kept at Room No.1402, Office of Dy. Commissioner (Toll Tax), 14<sup>th</sup> Dr. SPM Civic Centre, Minto Road, New Delhi-110002 on or before 29/06/2026 upto 3:00 PM. In case bidder fail to submit the original BG before 3:00 PM on 29/06/2026, the bid of such bidder shall not be opened and summarily rejected. The Technical Proposal will be opened on 30/06/2026 at 03.30 P.M. on the next day in the presence of the Firm/Entity or their authorized representatives.

In case the bidder choose to submit the BG in SFMS form directly to the banker of the MCD in that case, the procedure for submitting the BG is as under:-

- i) The bidder will apply for issuance of Bank Guarantee in their bank / home branch in favour of Commissioner, MCD.
- ii) The bidders bank will process the BG as per format mentioned at Annexure-14 and bidders bank will issue the BG in both printable documents form and SFMS form. The printable document form of the BG needs to be signed by 2 officials of the Bank. The SFMS will directly land at the bank / branch of the MCD. The IFSC Code : SBIN0000631.
- iii) The bidder's bank will deliver the BG either by REG Post / Courier / or By hand Delivery.
- iv) The MCD bank will take the print out of the SFMS and will advise the BG to the MCD after stamping with original SFMS message with date.

  
Assistant Commissioner  
Toll Tax Department

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6. **Performance Guarantee:** The successful Applicant/Bidding Firm shall be required to deposit performance security equivalent to 10% of the Quoted Amount/Awarded Amount/Negotiated amount for Toll Tax and Rs. 12.00 crore (Rs. Twelve Crore only) for ECC through RTGS or in the form of DD/BG from State Bank of India or its subsidiaries, any Indian Nationalized Bank, IDBI/ICICI Bank, A Foreign Bank (issued by a branch outside India) with a counter guarantee form SBI or its subsidiaries or any Indian Nationalized Bank and any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (Issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account within specified period from the date of issue of Letter of Intent (LOI) as per detailed below:-

(a) Rs.18.20 crores already deposited as EMD shall be converted as part of performance Guarantee. However, in case successful Applicant/Bidding paid EMD of Rs.18.20 crores through online payment, the said EMD shall be refunded after receiving full amount of Performance Security in the form of BG from subject to the condition that there shall be no pending outstanding due on successful bidder on that particular day and in case, there is any outstanding due, then Rs. 18.20 crores shall not be refunded and the same shall be adjusted accordingly, as the case may be.

(b) Part of performance guarantee i.e. amount equivalent to 5% of the Quoted Amount / Awarded Amount / Negotiated amount (after deducting Rs.18.20 crores already deposit by the bidder as EMD which shall be adjusted in the performance security) shall be deposited through RTGS or in the form of DD / BG valid for 63 months within 7 working days from the date of issue of LOI. In case of Bank Guarantee from validity shall be for 63 months.

(c) The balance performance guarantee i.e. amount equivalent to 5% of the Quoted Amount / Awarded Amount / Negotiated amount shall be deposited through RTGS or in the form of DD / BG valid for 63 months within 15 working days from the date of signing of agreement or from the date of handing over of site whichever is earlier. In case of Bank Guarantee validity shall be for 63 months.

(d) In addition to performance security, the bidder shall deposit 52 weeks Post Dated Cheques (PDC) for the weekly committed / awarded amount for Toll Tax & ECC each initially for the period of one year and bound to deposit another 52 weeks post dated cheques for Toll Tax & ECC each of the weekly committee amount / awarded amount before one month from the date of start of every next year with incorporating the provision of increase of 2.5% in the existing awarded amount / committed amount after every one year.

(e) For delay of more than one day in weekly remittance of agreed / awarded Toll Tax & ECC amount, the bidder is liable to pay the interest as specified in the RFP document. In case of delay of one week or more in weekly remittance of agreed / awarded Toll Tax & ECC amount, MCD shall be authorized simultaneously to en-cash the weekly post dated cheques (PDC) by depositing the post dated cheques in MCD bank account.

**NOTE-**

1) The Demand Draft shall be in favour of Commissioner, MCD.

2) In case selected bidder deposit performance security in cash i.e. in the form of Demand Draft or through RTGS, the MCD shall not pay any interest incurred during the contract period. However, the successful Applicant/Bidding Firm shall be permitted to replace the cash performance security with the Bank Guarantee (BG) during the contract period. MCD after obtaining the Bank Guarantee from the successful Applicant/Bidding Firm, the amount already received as cash performance security equivalent to the bank guarantee shall be adjusted in the weekly remittance. The detail of bank account No. IFSC code etc. shall be provided to the successful bidder, if requested.

**7. Reserve Price of the Project/Work:**

- Reserve Price for Toll Tax: Rs. 910.00 crores annually
- The contractor shall also separately collect ECC as per actual basis and deposit the same on weekly basis.

**8. Bidding Parameter:**

- a) The H-1 will be decided on the basis of H-1 rates arrived for Toll Tax.
- b) The Minimum Reserve Price:-
  - (i) For Toll Tax is Rs.910.00 crores per annum
  - (ii) The contractor shall also separately collect ECC as per actual basis and deposit the same on weekly basis.
- c) EMD for Toll Tax only : Rs.18.20 crores in the form of BG/RTGS/FD/DD
- d) The performance security will be 10% of H-1 rates arrived for Toll Tax and Rs.12.00 crore (Rs. Twelve Crore only) for ECC in the form of BG/RTGS/FD/DD

**9. Period of contract:** 5 (Five) years MCD reserves the right to extend the contract beyond contract period on the same terms and conditions.

**10. NIT Intimation:** NIT can also be seen on the notice board/office of the Toll Tax Department, MCD and on Municipal website [www.mcdonline.nic.in](http://www.mcdonline.nic.in)

**11. Pre-bid meeting:** A pre-bid meeting for clarification of Firm /Entity queries will be held on 12/06/2026 at 1:00 PM in Conference Hall at 23<sup>rd</sup> Floor, Dr. SPM Civic Centre, Minto Road, New Delhi-110002.

**12. MCD rights of rejection/acceptance:** The Commissioner, MCD on behalf of MCD reserves the Right to accept or reject any or all the Proposals or cancel the engagement process without assigning any reason(s) whatsoever at any stage before execution of formal contract.

**13. Enquiries:** For any enquiry contact the office of the Deputy Commissioner (Toll Tax) at 14th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002 or on Phone No: 011-23226422. (Email-ID: [adc.tolntax@mcd.nic.in](mailto:adc.tolntax@mcd.nic.in))

-sd-  
For COMMISSIONER

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



**Municipal Corporation of Delhi**  
**14th Floor, Dr. Shyama Prasad Mukherjee Civic Centre,**  
**Minto Road, New Delhi -110002**

## **Request for Proposal NOTICE**

The DMC Act empowers the MCD to collect toll from vehicles entering Delhi. Similarly, Hon'ble Supreme Court in the case titled as M.C. Mehta Vs UOI & Ors. in W.P. (C) No. 13029 of 1985 have directed Corporations to collect ECC from specified commercial vehicles entering Delhi vide order dated 09.10.2015, 16.12.2015 & 26.09.2025 etc.

Online Technical cum Financial Proposals for toll & ECC collection and operations & maintenance of toll plazas/ posts/ barriers / lanes are invited by the MCD from eligible firms for the purpose of appointment of a contractor/ developer to collect toll from specified commercial vehicles entering the National Capital Territory (NCT) of Delhi through Toll Barriers / Plaza / Post / Lane only. The Reserve Price for Toll Tax is Rs. 910.00 crores per annum and in addition to toll collection, the contractor shall also separately collect ECC as per actual and deposit the same on weekly basis for 05 (five) years for toll & ECC collection. The blank formats for completion of the Proposal by an Applicant/ Bidder are contained in the RFP document. The completed Technical and Financial Proposals will be submitted online through <https://etenders.gov.in> on or before 29/06/2026 upto 03:00 PM.

Sl. no.	Name of Work	Reserve Price	Earnest Money	Cash Security & Contract Performance Bank Guarantee	Contract Period	Cost of RFP Document / Offer forms
1.	"Engagement of Contractor by MCD for toll & ECC collection at border points from specified commercial vehicles entering Delhi through specified Toll barriers / toll plazas / toll posts / toll lanes including operation and maintenance of existing and new facilities, up-gradation of manually operated Toll Plazas/ Posts/ Barriers"	Reserve Price for Toll Tax is Rs.910.00 Crores annually and in addition to toll collection, the contractor shall also separately collect ECC as per actual and deposit the same on weekly basis	Rs.18.20 crores in the form of BG/RTGS/FD/DD from State Bank of India of its subsidiaries, any Indian Nationalized Bank, IDBI/ICICI Bank, A Foreign Bank (issued by a branch outside India) with a counter guarantee form SBI or its subsidiaries or any Indian Nationalized Bank and any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (Issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.  Without EMD, the proposal shall be	The successful Applicant/Bidding Firm shall be required to deposit performance security equivalent to 10% of the Quoted Amount/Awarded Amount/Negotiated amount for Toll Tax and Rs. 12.00 crore (Rs. Twelve Crore only) for ECC through RTGS or in the form of DD/FD/BG from State Bank of India of its subsidiaries, any Indian Nationalized Bank, IDBI/ICICI Bank, A Foreign Bank (issued by a branch outside India) with a counter guarantee form SBI or its subsidiaries or any Indian Nationalized Bank and any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (Issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account within specified period from the date of issue of Letter of Intent (LOI) as per detailed below:- (a) Rs.18.20 crores already deposited as EMD shall be converted as part of performance Guarantee. However, in case successful Applicant/Bidding paid EMD of Rs.18.20 crores through online payment, the said EMD shall be refunded after receiving full amount of Performance Security in the form of BG subject to the condition that there shall be no pending outstanding due on	05 (five) years extendable for further six month. The successful bidder is bound to accept the decision of the Competent Authority of MCD regarding extension of contract for further 6 months on same terms and conditions.	Rs. 1,00,000/- + applicable GST  (Non-refundable)

*ll*  
**Assistant Commissioner**  
**Toll Tax Department**  
**Municipal Corporation of Delhi**



rejected. Bidders who opt for submission of EMD in the form of BG, in that case, the bidder should upload the copy of BG online and submit original BG in sealed envelop in a box kept at Room No.1402, Office of Addl. Dy. Commissioner (Toll Tax), 14<sup>th</sup> Floor, Dr. SPM Civic Centre, Minto Road, New Delhi-110002 on or before 29/06/2026 upto 3:00 PM. In case bidder fail to submit the original BG before 3:00 PM on 29/06/2026, the bid of such bidder shall not be opened and summarily rejected. The Technical Proposal will be opened at 03.30 P.M. on next day 30/06/2026 in the presence of the Firm /Entity or their authorized representatives.

In case the bidder choose to submit the BG in SFMS form directly to the banker of the MCD in that case, the procedure for submitting the BG is as under:-

- i) The bidder will apply for issuance of Bank Guarantee in their bank / home branch in favour of Commissioner, MCD.
- ii) The bidders bank will process the BG as per format mentioned at Annexure-14 and bidders bank will issue the BG in both printable documents form and SFMS form. The printable document form of the BG needs to be signed by 2 officials of the Bank. The SFMS will directly land at

successful bidder on that particular day and in case, there is any outstanding due, then Rs.18.20 crores shall not be refunded and the same shall be adjusted accordingly, as the case may be.

(b) Part of performance guarantee i.e. amount equivalent to 5% of the Quoted Amount / Awarded Amount / Negotiated amount (after deducting Rs.18.20 crores already deposit by the bidder as EMD which shall be adjusted in the performance security) shall be deposited through RTGS or in the form of DD/FD/ BG valid for 63 months within 7 working days from the date of issue of LOI. In case of Bank Guarantee validity shall be for 63 months.

(c) The balance performance guarantee i.e. amount equivalent to 5% of the Quoted Amount / Awarded Amount / Negotiated amount shall be deposited through RTGS or in the form of DD/FD/ BG valid for 63 months within 15 working days from the date of signing of agreement or from the date of handing over of site whichever is earlier. In case of Bank Guarantee validity shall be for 63 months.

(d) In addition to performance security, the bidder shall deposit 52 weeks Post Dated Cheques (PDC) for the weekly committed / awarded amount for Toll Tax & ECC each initially for the period of one year and bound to deposit another 52 weeks post dated cheques for Toll Tax & ECC each of the weekly committed amount / awarded amount before one month from the date of start of every next year with incorporating the provision of increase of 2.5% in the existing awarded amount / committed amount after every one year.

(e) For delay of more than one day in weekly remittance of agreed / awarded Toll Tax & ECC amount, the bidder is liable to pay the interest as specified in the RFP document. In case of delay of one week or more in weekly remittance of agreed / awarded Toll Tax & ECC amount, MCD shall be authorized simultaneously to en-cash the weekly post dated cheques (PDC) by depositing the post dated cheques in MCD bank account.

#### NOTE-

- 1) The Demand Draft shall be in favour of Commissioner, MCD.
- 2) In case selected bidder deposit performance security in cash i.e. in the form of Demand Draft or through RTGS, the MCD shall not pay any interest incurred during the contract period. However, the successful Applicant/Bidding Firm shall be permitted to replace the cash

Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection.

			<p>the bank / branch of the MCD. The IFSC Code : SBIN0000631</p> <p>iii) The bidder's bank will deliver the BG either by REG Post / Courier / or By hand Delivery.</p> <p>iv) The MCD bank will take the print out of the SFMS and will advise the BG to the MCD after stamping with original SFMS message with date.</p>	<p>performance security with the bank guarantee (BG) during the contract period. MCD after obtaining the bank guarantee from the successful Applicant/ Bidding Firm, the amount already received as cash performance security equivalent to the bank guarantee shall be adjusted in the weekly remittance. The detail of bank account No. IFSC code etc. shall be provided to the successful bidder, if requested.</p>	
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 Assistant Commissioner  
 Toll Tax Department  
 Municipal Corporation of Delhi

**SECTION 2 – INSTRUCTIONS TO BIDDERS (ITB)**

## SECTION – 2

### INSTRUCTIONS TO APPLICANTS/BIDDERS

#### **A. SUMMARY - PROJECT DEVELOPMENT & BIDDING PROCESS**

- 1.0 Introduction: The Municipal Corporation of Delhi (MCD), a statutory local body of the Government of National Capital Territory of Delhi is empowered by Section 113 (2) (g) of the DMC Act to collect toll tax from specified commercial vehicles entering Delhi. The NCT of Delhi at present has 154 entry points at its border falling under the jurisdiction of the Municipal Corporation of Delhi (MCD) that are tolled by a toll tax contractor on behalf of the MCD. Similarly, Hon'ble Supreme Court in the case titled as M.C. Mehta Vs UOI & Ors. W.P. (C) No. 13029 of 1985 have directed Corporations to collect ECC from specified vehicles vide order dated 09.10.2015, 16.12.2015, 26.09.2025 etc. As per the directions/orders of Hon'ble Supreme Court of India, the titled M.C. Mehta Vs. UOI & Ors. W.P.(C) No. 13029 of 1985, the Bidder is upgrade the RFID system to MLFF at all entry points of Delhi and also bound to use & operate the facilities and infrastructure to be created at all entry points of Delhi in the Project for collection of MCD Toll Tax and ECC; use and operate the facilities and infrastructure created at the permanent POS in the Project for RFID tagging of vehicles as well as recharging of RFID tags; and the Web Portal for undertaking registration of vehicles and recharging of RFID tags. These 154 toll plaza/ post/ barrier / lanes locations have been listed in Appendix 1 of Volume II- PIM of this RFP document. MCD now intends to further contract out the processes of toll & ECC collection, operation & maintenance (O&M) at these toll plazas/ posts/ barriers / lanes to eligible private sector entities. For these purposes, the MCD has invited Request for Proposal(s), thus, commencing the engagement/bidding process for "Engagement of a Contractor by MCD for Toll & ECC collection at border points from specified commercial vehicles entering Delhi".

The Successful bidder is bound for collection of Toll & ECC through installed and fully operationalized barrier-free Multi-Lane Free Flow (MLFF) System at their own costs and expenses integrated with existing installed RFID System. During implementation stage the Successful Bidder/Contractor shall use the existing system/infrastructure to the collection of Toll Tax & ECC. The details of MLFF Standards & Technical Specifications given in Annexure-5 of Volume-III.

- 2.0 The bidding process for selection of a suitable Contractor/ Applicant/ Bidder (identified as "Successful Bidder" in the Draft Contract Agreement- Volume III of this RFP document) for this project is being carried out by the following processes. The successful Bidder would be selected through an open, competitive and transparent engagement and evaluation process to implement this Project in a time-bound manner.
- 3.0 A single stage, engagement process will be followed for the selection of a successful Bidder for the Project. All the Applicant(s)/ bidding firm(s) that qualifies the eligibility criteria (identified in the Instructions to Bidders – Volume 1 of this RFP document) may apply in response to this RFP document.
- 4.0 The eligible Applicants/ Bidders must thoroughly examine the Terms and Conditions as issued in this Request for Proposal (RFP) document, comprising detailed technical and financial requirements. All respondent Applicants/ Bidders, at their own cost and consequences, and in response to the requirements of the RFP may submit their completed Proposal. Proposal must comply with prescribed technical and other eligibility criteria, statement of qualification and financial proposal/bid, other formats and supporting documents/ proof/ certificates as listed in this Instruction to Bidders – Volume 1 of this RFP document.
- 5.0 Each respondent Applicant /Bidder is required to submit separate technical and financial proposals online. Firstly, each and every Technical proposal received by MCD as per laid stipulations shall be evaluated. Such Technical Proposal shall be categorised as either Pass or Fail in accordance with the listed eligibility criteria and other qualification requirements listed in sub section D of Volume I

of this RFP document. The Financial Proposals/bids of only those respondent Applicants /Bidders that obtain the said Pass categorisation, qualifying on the basis of their Technical Proposals submitted and subject to their meeting all other qualification and eligibility criteria, will be opened. Reference is invited to this RFP Volume 1- ITB for detailed instructions for preparation of Technical and Financial proposals and submission.

- 6.0 For selection of the Successful Bidder based on the Financial Proposal, subject to all other qualification(s) and eligibility criteria being met, on the basis of H-1 rates arrived for Toll Tax + ECC annual remittance for the Contract Period being offered by technically qualified respondent Applicant /Bidder for procuring toll & ECC collection rights for this project shall be the criterion.
- 7.0 This Instruction to Bidders (ITB) is being issued to Applicants/ Bidders as Volume I of the Request for Proposal (RFP) document and must be read in conjunction with the other volumes of the RFP as given below:

- 7.1.1 Volume – I: Instruction to Bidders (ITB)
- 7.1.2 Volume – II: Project Information Memorandum (PIM)
- 7.1.3 Volume – III: Draft Contract Agreement, to be signed between MCD (MCD) and the successful Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm). In case of the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV all other members shall be confirming parties to the Agreement.

- 8.0 This Instruction to Bidders (ITB) comprises the following parts/sub-sections:

- A: Summary- Project Development and Bidding process
- B: General instructions and work description
- C: Responsibility of the Applicants/ Bidders
- D: Eligibility Criteria and Statement of Qualification
- E: RFP document
- F: Preparation of Proposal by Applicant/ Bidder
- G: Submission of Proposal by Applicant / Bidder
- H: Proposal opening and evaluation
- I: Award Criteria
- J: Formats for submission of Proposal
- K: Notification of Award: Prior to the expiration of proposal validity period or any such extended validity period, the Commissioner will notify the successful Applicant(s) in writing and also by a registered letter that their proposal/offer has been accepted. This letter (herein after and in conditions of contract called LoI) shall specify the details of accepted offer for removal of any doubts. From the date of issue of this LoI, mobilisation period would commence, as notification of award, until the date of signing of the contract agreement. Upon furnishing the "Cash Security" and "Contract Performance Guarantee" (referred to as in the Volume III, - Draft Contract Agreement" of the RFP) by the successful Applicant/ Bidder, the successful Bidder, in accordance with part I, clause 4.0 the signing of the contract agreement may be undertaken. The work order shall be accompanied by a true copy of the agreement bearing the number under which it is registered in the office of the MCD, Delhi.

## **B. GENERAL INSTRUCTIONS AND WORK DESCRIPTION**

- 1.1 This Volume I - ITB of the RFP sets out the bidding and evaluation process and provides necessary formats for Applicants/ Bidders to prepare their Technical and Financial Proposals. This volume also provides the general information and conditions with regard to the proposals. Specific information on the Technical Proposal and its evaluation is provided ahead, along with the information on the Financial Proposal. The prescribed formats for the submission of proposals are annexed to this volume. Next part defines in brief the description of work for the Project.



- 1.2 **Work Description:** Primary work consists of collection of toll tax from specified commercial vehicles entering the municipal limits of Delhi at Toll tax plazas/ posts/lanes and barriers through newly MFL system at all entry points of Delhi (reference invited to *Appendix-1 and 3* of Volume II of this RFP document). Use and operate the facilities and infrastructure to be created at the permanent Point of sale in the Project for RFID tagging of vehicles as well as recharging of RFID tags; use and operate Web Portal for undertaking registration of vehicles and recharging of RFID tags in co-ordination with the RFID concessionaire engaged by MCD for maintenance of RFID infrastructure. Toll Tax shall be collected at the approved rates prescribed by the MCD or its designated authority from various specified commercial vehicle types (reference invited to *Appendix -2*). In addition, the concessionaire shall collect ECC from specified vehicles mentioned in Hon'ble Supreme Court orders dated 09.10.2015, 16.12.2015, 26.09.2025 and subsequent orders, if any and/or on the basis of rates approved / notified by the competent authority through MLFF system at all entry points of Delhi. In discharge of the above work, the successful Bidder shall be obliged to operate and maintain all existing and new infrastructure, upgrade/ modify/ add to the identified Toll plazas and providing all necessary support and co-operation including manpower, services and utilities, infrastructure equipments, security for the smooth collection of revenues, seamless operation of traffic, online database management and appropriate reporting to MCD control room and toll plaza management during the collection of tolls along roads and by other ways entering the border points. The successful Bidder will ensure the safety, proper upkeep of all properties, equipments etc. handed over by the MCD and complying with the terms and conditions of Contract agreement and other stipulations. This section must be read in conjunction with Volume II- PIM of the RFP for other details related to work description.

The selected Contractor shall be responsible for a dual-scope of work:

- i) **Part A Upgradation to MLFF:** To Design, Develop, Commission, Operate, and Maintain a comprehensive Multi-Lane Free Flow (MLFF) tolling infrastructure. This mandate includes the deployment of gantry-mounted hardware—comprising high-fidelity RFID transceivers and ANPR imaging systems—ensuring seamless integration with the current RFID system.

The project should be defined as a complete turnkey solution for transition from RFID Lanes to Multi-Lane Free Flow (MLFF). The scope must include:

- **Design and Development:** Conduct field surveys, prepare design drawings, and supply all MLFF equipment, materials, and spare parts.
- **Infrastructure Installation:** Implementation of a comprehensive MLFF-based tolling system, including the necessary field equipment and sensors mounted on gantries.
- **Operations & Maintenance (O&M):** Full operation and maintenance of the MLFF facility and system throughout the contract period, including skilled resources at the location.
- **RFID Integration:** Seamless integration with the current RFID system for real-time fare calculation and payment processing.
- **Post-Passage Notice Mechanism:** Automated generation and issuance of digital notices for vehicles whose entry or passage through the MLFF system is recorded but for which the applicable Toll Tax and/or ECC remains unpaid, together with system support for subsequent recovery action, all strictly in accordance with the Delhi Municipal Corporation Act, 1957, including section 161, the Delhi Municipal Corporation (Toll Tax) Bye-Laws, 2007, and all amendments, rules, notifications, directions and orders issued from time to time.

- ii) **Part B Collection: Collection of Toll Tax and Environment Compensation Charge (ECC) from notified commercial vehicles at all designated border entry points of Delhi using MLFF.**

1.3 Subject to complying with eligibility criteria and qualifications as elaborated below, the Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm) having relevant experience in toll/ entry tax and operation of toll plazas through manual and semi- automated/ electronic toll collection technologies in any three of the last five years are eligible to submit their Proposal for consideration. Where the Bidder is a partnership firm, it shall be registered under the Indian Partnership Act, 1932 as on the date of submission of the bid. Where the Applicant/Bidder is a company incorporated under the (Indian) Companies Act, 1956, the provisions of this RFP including the conditions as provided below shall *mutatis mutandis* be applicable to it.

- (a) Number of members in a Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV shall not exceed 3 (three);
- (b) Subject to the provisions of clause (a) above, the Application should contain the information required for each member of the Consortium;
- (c) Members of the Firm/Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV shall nominate one member as the lead member (the "Lead Member"), who shall have at least 51% share holding and other partner/partners should have not less than 10% shareholding shall be allowed to bid. The nomination(s) shall be supported by a Power of Attorney, as per the format referred under clause D (2.1.2) of this volume of RFP document, signed by all the other members of the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV;
- (d) An individual Bidder cannot at the same time be member of a Firm/Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV applying for bidding. Further, a member of a particular Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV cannot be member of any other Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV applying for the bidding.
- (e) Members of the Firm/Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV shall enter into a binding Memorandum of Understanding (MOU), as specified under clause D (2.1.4), for the purpose of making the Application and submitting a Bid.
- (f) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the MOU without the prior written consent of the MCD.
- (g) The Firm/Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV should be incorporated in India under the Companies Act, 1956/2013 or the Limited Liability Partnerships Act, 2008 or any equivalent foreign act.
- (h) If the Members of the Firm/Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV from a country which shares a land border with India, it will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the entity is registered with the Competent Authority.

1.4 Any change in the composition of a Consortium or Partnership firm may not be permitted. Only change in the JV allowed in case of exigency with the following conditions:-

- (a) Approval for change of constitution of JV firm shall be at the sole discretion of the MCD. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession



laws and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

- (b) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe the stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.

1.5 Any Applicant/Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding process. Any Applicant/Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. Without limiting the generality of the above, a Bidder shall be considered to have a ‘Conflict of Interest’ that affects the Bidding Process, if:-

- (a) the Applicant/Bidder, its member or associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956.
- (b) a constituent of such Applicant/Bidder is also a constituent of another Applicant; or
- (c) such Applicant/Bidder has the same legal representative for purposes of this Application as any other Applicant; or
- (d) such Applicant, or any Associate thereof has a relationship with another Applicant/Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the bidding of either or each other; or
- (e) such Applicant, or any Associate thereof has participated as a consultant to the MCD in the preparation of any documents, design or technical specifications of the assignment.
- (f) such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder; or
- (g) such Bidder has any ongoing contractual, financial and/or commercial relationships with the existing RFID concessionaire, its constituents or their share holders; or
- (h) such Bidder or any of its Associates and/or Affiliates has participated/ is participating/ has been appointed as a consultant to the MCD in the preparation of any documents, including but not limited to drawings, reports, traffic surveys, technical estimates, design and/or technical specifications of the Project and/or any project conceived by MCD for the MCD and ECC toll collections.

**C. RESPONSIBILITY OF THE BIDDER**

- 1.0 While preparing the Technical and Financial Proposals, the Applicant/ Bidder shall consider the information provided in this RFP in totality. The details of the Project, given in this RFP are based on the preliminary studies undertaken on behalf of MCD by its agencies/consultants/advisors. The commercial trip traffic flow data alongwith monthly pass holding vehicles traffic data of vehicles entering into Delhi through all entry points of Delhi from the month of April 2025 to March 2026 is annexed at Annexure-18. However, Applicant/Bidding Firm shall be wholly responsible for all due diligence, the details to be provided in the Proposal, the physical and site conditions, etc. In essence, after the proposal is submitted, the Applicant/Bidding Firm shall be the 'owner' of all the data, which forms the basis of its Technical and Financial Proposals and no claim shall lie regarding the veracity of the data or designs and drawings given in this RFP.
- 2.0 Prior to submitting the proposal, the Applicant/Bidding Firm are advised to examine the commercial trip traffic data alongwith monthly pass holding vehicles traffic data from April 2025 to March 2026 and also may carry out survey if required at their own expenses/cost after due approval of MCD for preparing their Proposal. The complete trip traffic data alongwith monthly pass holding vehicles traffic data from April 2025 to March 2026 is part of RFP document. The Applicant/Bidding Firm shall be deemed to have full knowledge of the site condition and volume of traffic whether physically inspected or not.
- 3.0 For the above purpose, the Applicants/ Bidders may approach MCD for assistance during any site visit. The Applicants/ Bidders shall be responsible for all arrangements and shall release and indemnify MCD and/or any of its employees, agencies/consultants/advisors from and against all liability in respect thereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, howsoever caused, which, but for the exercise of such permission, would not have arisen.
- 4.0 The Technical and Financial Proposals would be evaluated based on the details and data furnished in the Applicant/ Bidder's proposal. Mere submission of information does not entitle any Applicant/ Bidder to meet an eligibility criterion. MCD or any of its employees, agencies/consultants/advisors reserve the right to vet and verify any or all information submitted by the Applicant/ Bidder. MCD's decision regarding any Applicant/ Bidder's eligibility or otherwise shall be final and binding and MCD or any of its employees, agencies/consultants/ advisors would be under no obligation to inform any Applicant/ Bidder of the grounds of such decision.
- 5.0 Applicant/ Bidder shall provide evidence of their continued eligibility, in accordance with the eligibility criteria at any stage in a manner that is satisfactory to MCD and as MCD may reasonably request till the signing of the Contract Agreement. An Applicant/ Bidder may be disqualified if it is determined by MCD at any stage of the bidding process that the Applicant/ Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the qualification criteria. Supplementary information or documentation regarding qualifications may be sought from the Applicant/ Bidder at any time and must be provided within time frame period stipulated in such requests.
- 6.0 To assist in the examination, evaluation, and comparison of proposals, MCD or any of its employees, agencies/consultants/advisors may, at its discretion, ask any Applicant/ Bidder for clarification. MCD or any of its employees, agencies/consultants/advisors may utilise the services of any consultant or other advisor to assist in the examination, evaluation and comparison of proposals. However, clarifications if any required from Applicant/ Bidder, shall be in written form and shall be communicated to the Applicant/ Bidder by MCD or any of its agencies/consultants/advisors.

  
 Assistant Commissioner  
 Toll Tax Department  
 Municipal Corporation of Delhi

- 7.0 Applicant/ Bidder may be required to periodically update, at any time as may be notified by MCD, the information submitted in their proposals including the following:
- 7.1.1 Evidence of access to project funding and its sources.
  - 7.1.2 Annual Reports including Balance Sheet and Profit & Loss Account of the Firms and all members of the Proprietor/Partnership/Pvt. Ltd./Ltd. and JV;
  - 7.1.3 Proof of experience, similar to the Proposed Project.
- 8.0 The Applicant/ Bidder shall bear all costs associated with the preparation and submission of its Technical and Financial Proposals, including data collection, analysis, design, all relevant taxes etc. Neither the MCD nor any of its agencies/consultants/advisors will be responsible or liable for all such costs, regardless of the conduct or outcome of the bidding process.
- 9.0 Information relating to the examination, clarification, evaluation and comparison of proposals and recommendations for the award of a contract shall not be disclosed to Applicant/ Bidder or any other persons not officially concerned with such process until the award to the Successful Applicant/ Bidder has been announced. Any effort by an Applicant / Bidder to influence MCD or any of its employees, agencies/consultants/advisors processing of proposals or award decisions may result in the rejection of the proposal.
- 10.0 Applicant/ Bidder or any of its authorised agencies/consultants/advisors will check proposals determined to be substantially responsive for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the higher of the two will be treated as final and will govern. In case of difference between original and copies, the information/data/proposal provided in the original would be considered correct and binding. Any such corrections made by MCD shall be considered as binding upon the Applicant/ Bidder. If the Applicant/ Bidder do not accept the corrections in proposal, MCD may reject the Proposal and forfeit the EMD.
- 11.0 Applicant / Bidder would provide all applicable payments to MCD as listed in this RFP document. The Applicant/ Bidder would pay all applicable taxes such as service tax etc. separately, over and above the applicable payments being made to MCD as listed in this RFP document. No separate service charge is payable to the contractor for collection of ECC, The quoted toll bid amount of the bidder is expected to account for toll collection charges as well as ECC collection charges.
- 12.0 The Hon'ble Supreme Court of India vide orders dated 6.12.2001 in IA No: 150, in IA No-15-16 in Writ Petition (Civil) No:13029/85 titled as "M.C.Mehta Vs Union of India & Ors" has directed that no goods vehicles will ply on Inter State route by passing through Delhi or New Delhi. Environmental Pollution Control Agency (EPCA/CAQM) constituted by the Hon'ble Supreme Court of India has also advised that the entry ticket must bear the name of the firm with address i.e. destination where the vehicle is destined. The orders of the Hon'ble Supreme Court of India regarding entry of non-destined vehicles are to be complied with strictly and in true spirit to avoid contempt of Court or any other legal action in this regard. The violation of these orders will entail legal and penal consequences including levy of penalty and also cancellation of the contract.

#### **D. ELIGIBILITY CRITERIA AND STATEMENT OF QUALIFICATION**

Applicant/bidding Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV that have necessary experience, financial capabilities and expertise in operational & maintenance of toll plazas, their maintenance and toll collection may apply however:

- Any person or a party who is minor or who has been adjudged insolvent or who has been convicted in a court of law for an offence under Indian Penal Code or offence involving moral turpitude or other criminal activities or detained under any preventive law for the time being in force or the Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV has been black-listed by either MCD (NDMC, SDMC & EDMC) or any Govt. organization /Ministry /PSUs shall not be eligible to participate in the tender and such participation will be rejected, summarily. Proposals submitted by such person shall be treated as invalid. The Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV and their subsidiaries either wholly owned or subsidiaries with percentage of any holding or step down subsidiaries with percentage of any holding or subsidiaries by control of composition of board / associates / consortium who has not cleared past dues of MCD shall not be eligible to participate in the tender and such participation will be rejected, summarily.
- To be eligible, the Applicant/ Bidder shall provide satisfactory evidence to the MCD of their eligibility, capability and adequacy of resources to carry out the work contract. For this, all Proposals submitted shall include the following information and supporting proofs/certificates etc. as may be required to support their qualification from time to time.

**1.0 Technical eligibility Criteria:** The Applicant/ Bidder must qualify the following prescribed minimum eligibility criteria towards technical compliance:

- 1.1.1 Applicant's /Bidding Firm's taken together must have an aggregate tangible net-worth as per the previous year's available annual audited results of at least Indian Rupees 228.00 crores, excluding revaluation reserve, goodwill and other intangible assets, as certified by a Chartered Accountant. In case of JV, the arithmetic sum of individual net worth of all members shall be taken as JV's net worth. The net worth of lead member of JV shall not less than 51% of the net worth criteria as mentioned above
- 1.1.2 The Applicant/bidding Firm must have prior relevant experience of toll /entry tax collection, operation through manual and semi automated/electronic toll collection technologies in the last five financial years ending March -2026:-

The proposed contract involves handling of 154 toll plazas containing 244 lanes; therefore, the Applicant/bidding firm must have experience of operating minimum 50% of total Toll Lanes mentioned above under a single contract (i.e. minimum 122 lanes under a single contract) for minimum total period of two years (24 months), with each contract having a minimum duration of one year. In case of bidding JV firm, the non-lead member shall have experience of operating minimum 10% of total Toll Lanes mentioned above under a single contract for the time period as mentioned above.

Details of relevant toll collection work carried out during the past and/or current projects awarded by competent authorities in Toll/Entry Tax activities must be provided. Following details for suitable/eligible projects should be provided as a part of the Technical Proposal:

- (a) Location of the Project and details of the client.
- (b) Amount of toll collection in Indian Rupees alongwith relevant certificates etc.
- (c) Technology of toll collection, i.e., manual, semi-automated, electronic toll collection etc.

In case of Build-Operate-Transfer (BOT) toll roads and / or bridges, the concessionaire / developer/ operator/subcontractor/operation & maintenance contractors having valid appointment certificates/proofs can claim experience. In



case of JV, the above eligibility shall be satisfied by either the JV in its own name & style' or the Lead Member of the JV.

- 1.1.3. Applicant/ bidding firm must have prior relevant experience in toll/entry tax collection of at least Indian Rupees 319.00 crores, an annual average of best three financial year in past five financial years ending March-2026. A performance certificate or relevant certificates of current/previous client is necessary as a proof of this capability.

The value of executed works shall be brought to current costing level by enhancing the actual value (actual value means the contract value) of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.

The above eligibility shall be satisfied by either the JV in its own name & style' or Lead Member of the JV. Non lead member of JV shall have prior experience in Toll/Entry tax of at least Indian Rupees = Rs. 91.00 Crores, an annual average of best three financial years in past five financial years ending March 2026.

- 1.1.4 Applicant/ bidding firm in case of prior experience in BOT or other PPP formats for tolled roads, bridges, the concessionaire/ operator/ contractor can claim experience. Experience must include toll / entry tax collection, operation of toll plazas through manual and semi automated/ electronic toll collection technologies. Details of toll collection work carried out during the past and/or current projects awarded by competent authorities in toll collection activities must be provided. Following details for suitable/ eligible projects should be provided as a part of the Technical Proposal:

- a. Location of the Project and details of the client
- b. Amount of toll/ entry tax in Indian Rupees alongwith relevant certificates etc.
- c. Technology of toll collection, i.e. manual, semi-automated, electronic toll collection etc.
- d. The proofs of income must be supported by the annual financial statement, such as, Audited Balance Sheet relating to the Specific BOT/DBFOT projects undertaken by the bidders and all the documents, records to be certified by the statutory auditor.
- e. The bidder claiming experience shall submit supporting proof documents/certificates from client / award letter/letter of intent etc. as applicable from respective authority.

- 1.1.5 Applicant/bidding Firm or the Lead Member to provide an assessment of manpower requirements for project execution and implementation across all toll points. The Applicant/Bidder must detail out the total number of employees that may be categorised, but not limited to, as technical, managerial, administrative, other support and contractual staff etc. as envisaged to be required for the Project. Applicants/ bidding Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV must confirm that it/ they shall be able to provide required personnel as above within the time frame envisaged in this RFP, i.e., confirmation of mobilisation ability for proposed personnel as required. Mobilisation timeframe shall be in between the date of issue of the Letter of Intent and the date of signing of the Contract Agreement.

- 1.1.6 The applicant/bidding firm must not have incurred any financial loss during the last 3 financial years as per the available audited report of last proceeding 3 years. Certificate(s) from CA must be provided by the applicant / bidder . The

applicant/bidding firm shall have Positive Net Cash Accruals for each year during last 3 financial years

**NOTE-** In case of non availability of non judicial stamp paper due to National Lockdown, the prospective bidders allowed to submit e-undertaking on letter head, power of attorney on letter head of the firm for appointing lead member, for appointing signatory of the proposal and memorandum of undertaking in case of consortium as specified in clause 2.1.1. to 2.1.4 sub-section D vol.-I of RFP document. However, the bidders shall be bound to provide all documents on stamp paper within a period of 15 working days after expiry of National Lockdown period. In case the successful bidder fails to provide the requisite documents within the specified period, the offer of successful bidder shall be rejected and EMD shall be forfeited.

**2.0 Other eligibility Criteria: The Applicant/ each Bidder must qualify the following prescribed other eligibility criteria:**

**2.1.1 An affidavit (*Annexure-7*) on appropriate non judicial stamp paper that:**

- a. The Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV have not been declared bankrupt by any institution or Government.
- b. The Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV and their subsidiaries either wholly owned or subsidiaries with percentage of any holding or step down subsidiaries with percentage of any holding or subsidiaries by control of composition of board / associates / consortium who has not cleared past dues of MCD (NDMC, SDMC &EDMC).
- c. The Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV have not been black-listed by MCD (NDMC, SDMC &EDMC) or any Govt. organization /Ministry /PSUs.
- d. The Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV have not been adjudged by any court as insolvent or was/were not under any law for an offence involving moral turpitude or any criminal activities etc. or was/were not detained under any preventive law.

**2.1.2 Power of attorney for appointing Lead Member, applicable in case of respondent Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (*Annexure-8*).**

**2.1.3 Power of attorney for appointing signatory for the Proposal, applicable for all respondents (*Annexure-9*).**

**2.1.4 The applicant/bidding firm shall provide a comfort letter from nationalized Bank signed by the competent authority of bank, indicating the financial capability/sanction of finance facilities of the applicant/bidding firm and bank's willingness to finance the Bidder for minimum amount of Rs. 100 Crores.**

In case of a JV it is obligatory that all members/constituents shall provide their Memorandum of Understanding (MOU) showcasing their consent in writing to establish the legality, credibility of their association. Applicants are free to use any suitable format for the MOU, however, each member's role and responsibilities shall be clearly outlined, validity period, details of equity participation and shareholding pattern in case a new company is being formulated and nomination of the Lead Member, etc must be provided in the MOU

**2.1.5 Earnest money deposit (EMD) of Rs.18.20 Crores through online payment mode available at <https://etenders.gov.in> or in the form of RTGS/FD/DD/BG from State Bank of India of its subsidiaries, Any Indian Nationalized Bank, IDBI/ICICI Bank, A Foreign Bank (issued by a branch outside India) with a counter guarantee form SBI or its subsidiaries or any Indian Nationalized Bank and any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (Issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account. Without EMD, the proposal shall be rejected.**

Bidders who opt for submission of EMD in the form of BG, in that case, the bidder should upload the copy of BG online and submit original BG in sealed envelope in a box kept at Room No. 1402, 14th Floor, Dr. SPM Civic Centre, Minto Road, New Delhi-110002 on or before 29/06/2026 upto 3:00 PM. In case bidder fails to submit the original BG before 3:00 PM on 29/06/2026, the bid of such bidder shall not be opened and summarily rejected. The Technical Proposal will be opened on next day 30/06/2026 at 03.30 P.M. in the presence of the Applicant/Bidding Firm or their authorized representatives.

In case the Applicant/Bidding Firm choose to submit the BG in SFMS form directly to the banker of the MCD in that case, the procedure for submitting the BG will be as under:-

The Applicant/Bidding Firm will apply for issuance of Bank Guarantee in their bank / home branch in favour of Commissioner, MCD.

The bidders bank will process the BG as per format mentioned at Annexure-14 and bidders bank will issue the BG in both printable documents form and SFMS form. The printable document form of the BG needs to be signed by 2 officials of the Bank. The SFMS will directly land at the bank / branch of the MCD. The IFSC Code : SBIN0000631.

The bidder's bank will deliver the BG either by REG Post / Courier / or By hand Delivery.

The MCD bank will take the print out of the SFMS and will advise the BG to the MCD after stamping with original SFMS message with date.

- 2.1.6 Online payment for RFP document of Indian Rupees 1,00,000/- + applicable GST. For details reference invited to NIT appended to this Volume I of the RFP.

3.0 Statement of Qualification: Necessary Documents to be furnished with the Proposal are as follows:

- 3.1.1 Applicant's / Bidder's description of their Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV covering Firm's profile including details of ownership, constitution, evidence of incorporation, detailed information on key personnel (list of management, key officials, promoters and current stake holding pattern). The Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV must provide the aforementioned details in this clause supported with relevant documents/ proof/ certificates in the Proposal as a part of *Annexure 2* of this Volume of the RFP.
- 3.1.2 Net worth confirmation certificate from CA, must be provided in the Proposal as a part of *Annexure 3* of this Volume of the RFP.
- 3.1.3 Evidence of financial capability, including annual audited accounts of preceding three (3) financial years and the CA certificate(s) must be provided in the Proposal as a part of *Annexure 3* of this Volume of the RFP.
- 3.1.4 Relevant experience in past or current projects at hand with regard to toll/ entry tax, toll plaza modernization with supporting proof documents/certificates from client/award letter/ letter of intent etc. as applicable from respective client. This must be provided in the Proposal as a part of *Annexure 4* of this Volume of the RFP.
- 3.1.5 The applicant/bidding firm in case of prior experience in BOT or other PPP formats for tolled roads, bridges, where the concessionaire/ operator/ contractor, claiming financial and technical experience owing to the Eligibility criteria from a Company/firm/JV/LLP/SPV, should have held more than 50% of equity for



atleast 2 years in which Eligible Experience is being claimed as a part of *Annexure 4* of this Volume of the RFP as may be applicable.

- 3.1.6 Assessment of manpower requirement and confirmation of mobilisation of manpower stated as above must be provided in the Proposal as a part of *Annexure 5* of this Volume of the RFP.
- 3.1.7 Information on litigation(s), must be provided in the Proposal as a part of *Annexure 6* of this Volume of the RFP.

#### **E. RFP DOCUMENT**

Contents of RFP Document: The RFP document issued includes the documents listed in part D of this Volume I of the RFP put together with any addendum that may be issued in accordance with part E, clause 3.0.

- 1.0 The Applicant is expected to examine carefully all instructions; conditions and terms. Applicants failing to comply with the requirements will be summarily rejected. The submission of the Proposal in accordance with the RFP documents will be at the Applicants' own risk. Pursuant to submission by the respondent Applicant / Bidder, the Applicants, which are not substantially responsive to the requirements of bidding will be rejected.
- 2.0 Clarifications: In case of any clarification or explanation required by the Applicant, the Applicant may obtain it personally or in writing well in advance from the Additional Deputy Commissioner, Toll Tax Department, MCD through its email [adc.tolntax@mcd.nic.in](mailto:adc.tolntax@mcd.nic.in), provided that such request must be received on or before the pre-bid meeting.

#### **F. PREPARATION OF PROPOSAL BY APPLICANT/BIDDER**

- 1.0 Language of RFP document/ Proposal by Applicant/ Bidder: The language of Proposal shall be English.
- 2.0 The metric system shall be followed for units.
- 3.0 Documents Comprising the RFP document: The Proposal to be uploaded by the Applicant shall comprise of the following:
  - 3.1.1 Completed Formats by the Applicant and appendices there to. Section 3 of part D provides the details for the formats.
  - 3.1.2 Online transfer of Earnest Money Deposit or in the form of BG in document form or in SFMS form.
  - 3.1.3 The information about eligibility and qualification.
  - 3.1.4 Any other material required to be completed and submitted in accordance with the instructions to Applicant/Bidder embodied in the RFP document. The forms, and the data provided in this document shall only be used without exception.
  - 3.1.5 The structure of the Proposal will be strictly in accordance with the evaluation criteria prescribed for technical evaluation.
- 4.0 Financial Bid: The Applicant/ bidding Firm shall quote their Financial Proposal/Bid for H-1 rates for Toll Tax annual remittance for a fixed period for 5 (five) years "contract is extendable for a further period of six months or till the date of appointment of new contractor, whichever is earlier, as per the decision of the Competent Authority of MCD" with provision of increase of 2.5% in the existing awarded amount / committed amount after every one year (for example-After expiry of one year, the existing awarded amount shall be increased by 2.5% and the committed amount for the 2<sup>nd</sup> year shall be the awarded amount +2.5% of awarded amount / committed amount that the Applicant proposes to offer to the MCD (Format provided at Annexure 12) of this RFP document. The reserve price indicated in the NIT / Bid document vide communication No. DC/TT/HQ/2026/D-114 dated 05/06/2026 shall be only for Toll Collection. As regards, Environment Compensation Charges (ECC) is to be collected separately at specified rates from specified vehicles as per the direction of Hon'ble Supreme

**Court of India in the case titled MC Mehta Vs UOI & Ors. in W.P. (C) No. 13029/1985 and shall be deposited on actual basis. The financial bid/ offer document must be submitted in Envelope 2 and as per procedure/s set in part G and H.**

- 4.1.1 Costs incurred towards collecting the toll, operating and maintaining the Toll tax Plazas/ Posts/ Barriers/ Lanes to meet the standards/practices of relevant authorities such as NHAI, and capital and maintenance needs of all-necessary equipment, manpower etc. required for the defined scope of works shall be paid directly by the Successful Bidder and would not be a part of the cumulative and lump-sum remittance being paid to MCD in accordance with the above said clause 4.0 of part F.
  - 4.1.2 The Applicant/ bidding Firm shall before submitting their Proposal, must take into account, assess and make provision for payments to be made under provisions of various taxation laws etc. and provide, at its own direct cost and not as a part of the cumulative and lump-sum remittance being paid to MCD in accordance with the above said clause 4.0 of part F, for all superintendence, labour, material, plant, equipment and all other things required for work including all taxes, cess, Tax Collection at Source (TCS), duties, royalties, octroi and such charges that may be levied to the successful Applicant/ Bidder during the contract period.
  - 4.1.3 Any revenue sharing or expenses incurred in case of integration of work awarded with the existing BOT operator of NHAI or any other independent agency or expenses incurred for collection of Toll & ECC on NHAI / DND road / toll plaza etc. shall be completely borne by the Applicant or the Bidding Firms.
  - 4.1.4 Deleted.
- 5.0 **Validity:** Validity of the offer shall be 120 days from the date of opening of Financial Proposal. MCD reserves the right to extend the period of validity that shall be intimated to the eligible Applicants.
- 6.0 **Earnest Money Deposit or Bid security and Refund**

**6.1.1 Earnest Money Deposit:** Rs.18.20 crores in the form of RTGS/FD/DD/BG from State Bank of India of its subsidiaries, Any Indian Nationalized Bank, IDBI/ICICI Bank, A Foreign Bank (issued by a branch outside India) with a counter guarantee form SBI or its subsidiaries or any Indian Nationalized Bank and any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (Issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account. Without EMD, the proposal shall be rejected. Bidders who opt for submission of EMD in the form of BG, in that case, the bidder should upload the copy of BG online and submit original BG in sealed envelop in a box kept at Room No.1402, Office of Addl. Dy. Commissioner (Toll Tax) at 14<sup>th</sup> Floor, Dr. SPM Civic Centre, Minto Road, New Delhi-110002 on or before 29/06/2026 upto 3:00 PM. In case bidder fail to submit the original BG before 3:00 PM on 29/06/2026, the bid of such bidder shall not be opened and summarily rejected. The Technical Proposal will be opened on next day 30/06/2026 at 03.30 P.M. in the presence of the Applicant firms/Bidders or their authorized representatives.

In case the bidder choose to submit the BG in SFMS form directly to the banker of the MCD in that case, the procedure for submitting the BG is as under:-

- i) The bidder will apply for issuance of Bank Guarantee in their bank / home branch in favour of Commissioner, MCD.
- ii) The bidders bank will process the BG as per format mentioned at Annexure-14 and bidders bank will issue the BG in both printable documents form and SFMS form. The printable document form of the

BG needs to be signed by 2 officials of the Bank. The SFMS will directly land at the bank / branch of the MCD. The IFSC Code : SBIN0000631.

- iii) The bidder's bank will deliver the BG either by REG Post / Courier / or By hand Delivery.
- iv) The MCD bank will take the print out of the SFMS and will advise the BG to the MCD after stamping with original SFMS message with date.
- 6.1.2 The Earnest Money if furnished in the form of bank guarantee that shall be in the format appended below as *Annexure-14*. All Bank Guarantee shall be payable at Delhi.
- 6.1.3 Any offer not accompanied by the Earnest Money Deposit shall be rejected.
- 6.1.4 In the event of Applicant's proposal being not accepted, the amount of Earnest Money deposited by the Applicants shall be refunded.
- 6.1.5 The Earnest Money shall not carry any interest in any circumstances.
- 6.1.6 If after submitting the proposal, the Applicant/bidding Firm withdraws their proposal or modifies the same or if after acceptance of their proposal fails or neglects to furnish the "Contract Performance Guarantee" (refer to Volume III, - Draft Contract Agreement" of the RFP) within the stipulated time, without prejudice to any rights and powers of the MCD here under in law, the MCD shall be entitled to forfeit the full amount of Earnest Money Deposited as part of the proposal.
- 6.1.7 The EMD/ bid security will stand forfeited if:
  - a. Applicant/ Bidding Firm withdraws its Proposal within the validity period mentioned above in Clause 5.0 of part F.
  - b. The Successful Applicant /Bidding Firm fail to sign the Contract Agreement,
  - c. Deleted.
  - d. The successful applicant / bidding firm fail to submit the performance security within a time period as specified in RFP document.

- 7.0 **Pre-Bid Meeting:** A pre-bid meeting open to all prospective Applicants/ bidding Firms shall be held in Conference Hall at 23<sup>rd</sup> Floor, Dr. SPM Civic Centre, Minto Road, New Delhi-110002 where the Applicants/bidding Firms will have an opportunity to obtain clarifications regarding the RFP documents and other conditions of work. The date of pre-bid meeting is 12/06/2026 and time of the pre-bid meeting will be 1.00 pm.

The Applicants/Bidders are free to ask any relevant additional information or clarifications in writing. Any modification in the RFP document that may become necessary as a result of pre-bid meeting shall be intimated through the issuance of any addendum. These then will form part of the agreement to be executed upon selection of the Contractor.

## G. SUBMISSION OF PROPOSAL BY APPLICANTS/ BIDDER

- 1.0 The Proposal submission by the Applicant/ bidding Firm: The Proposal comprising the Technical and Financial Proposal shall be submitted online.
  - 1.1.1 Deleted
  - 1.1.2 The person or persons signing the offer/ proposal shall state their capacity or authorisation basis on which they would be signing the offer/ proposal viz. as a sole proprietor of a firm or as Secretary/Manager/Director etc. of a limited company, Joint venture etc.
  - 1.1.3 In the case of a Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV, names of all partners should be disclosed and the offer/proposal shall be signed by all the partners or in the event of absence of any partner, it shall be signed on his behalf by a person holding a power of attorney / e-undertaking, authorizing him to do so

along with duly attested copy of the partnership deed should be furnished along the offer/proposal.

- 1.1.4 In the case of a Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV, the names of all the Directors should be mentioned and the offer/proposal should be accompanied by a certificate certifying that the person signing the offer/proposal is empowered by a resolution of the Board of Directors to do so on behalf of the company and a certified copy of the resolution along with a copy of Memorandum and Articles of Association of the company should be furnished.
- 1.1.5 Technical Proposal: The technical proposal shall contain following documents:
  - a. Online transfer of Earnest Money Deposit or original Bank Guarantee.
  - b. Technical proposal in formats prescribed in Section 10.0 and 18.0
  - c. Documents mentioned in Section 2.0 and all qualifying documents mentioned in this section.
  - d. Appropriate cost of RFP document.
  - e. The common set of conditions (RFP Vol.-I, II & III) and any addendum / pre-bid replies issued
- 1.1.6 Financial Proposal: The financial proposal / bid, including necessary relevant details to describe the financial offer (refer *Annexure 12*).
- 1.1.7 The Applicant shall not quote their financial bid anywhere directly or indirectly in technical bid.
- 2.0 Place of Submission: Online submission of bid.
- 3.0 Date and Time of Submission of Tender: The proposal / offer shall be received online not later than 29/06/2026 upto 3.00 PM. The Commissioner may at his discretion extend the dead line for submission of proposal/ offer by issuing an addendum in accordance with Clause 5. In accordance with this clause all rights and obligations of the MCD and Applicants previously subjected to the original dead line shall therefore be subjected to new dead line.
- 4.0 Late submission of original BG as EMD will not be considered and shall be returned unopened to the Applicant. The technical bid of such bidder shall not be considered.
- 5.0 Modification and Withdrawal of Proposal/ Offer: If after submission of the proposal /offer, the Applicant withdraws their proposal /offer or unilaterally modifies the same, without prejudice to any other rights and power of the MCD hereunder or in law, the MCD shall be entitled to forfeit the full amount of the Earnest Money deposited by the Applicant.

## H. PROPOSAL / OPENING AND EVALUATION

- 1.0 Technical Proposal Opening: All Technical Proposals/ offers received in online at <https://etenders.gov.in> will be opened in the presence of the Applicants /their authorised representatives on the date fix for opening of offer, who choose to remain present in the Conference Hall at 23<sup>rd</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi -110002.

The following procedures will be adopted.

- 1.1.1 The information about number of Applicants will be announced for information of all those present.
- 1.1.2 The cover envelope containing Envelope no 1 and 2 of all the Proposal/ offers received will be opened first. Envelope 1 and 2 of all the Proposals/ offers will be arranged alphabetically as far as possible and will be marked with serial number accordingly.
- 1.1.3 Envelope no 1 of each Applicant will be then opened serially. Documents contained in Envelope no 1 will be verified by the opening authority to check the



validity as per requirements. At the first stage only Earnest money deposit contained in the technical proposal will be summarily checked. The scrutiny committee will scrutinize the tender in accordance with the eligibility criteria, if any requisite note is desired to that effect will be recorded by the committee. The MCD shall notify the date for opening of the Financial Proposals to all the technically eligible Applicants after the qualification procedure is over.

If during the scrutiny of the bid documents, the Corporation finds the documents to be deficient in any manner, it may in its sole discretion grant such further time not more than 3 days to the bidder to produce the additional/deficient documents and in the event of the failure of such bidder to meet deficiency, the bidder would stand disqualified.

- 1.1.4 In the event of envelope no. 1 does not contain the specified document or any of the specified documents is missing, will be separated out. A note on the Envelope no. 1 of such proposals indicating the nature of deficiency will be recorded. Envelope no. 2 of such Applicants shall not be opened and a note to the effect will be recorded on the Envelope no.2.
- 1.1.5 Envelope no. 2 of all the Applicants who fulfil the technical qualification criteria will then be opened on the specified date, which will be intimated to technically qualified bidders / firms only.
- 1.1.6 The Financial bids (Envelope 2) of the Bidders/Applicants who qualify for the technical bid shall only be opened.

- 2.0 **Applicants/ Bidders Proposal Evaluation:** The technical proposals provided by the Applicants/ Bidders in technical bid would be evaluated to categorise the technical proposal as either pass or fail. All Applicants providing requisite details as presented in part D of this Volume of the RFP supported with adequate proofs shall be categorised as pass. Those Applicants submitting incomplete, non-eligible bids or bids not presented in requisite formats etc. as listed in the RFP documents shall be termed as fail. Applicants, whose technical bids have been marked in the fail category, shall be ineligible to participate in the next stage of evaluation. If during the scrutiny of the technical bid documents, the Corporation finds the documents to be deficient in any manner, it may in its sole discretion grant such further time not more than 3 days to the bidder to produce the additional/deficient documents and in the event of the failure of such bidder to meet deficiency, the bidder would stand disqualified.

Table 2.0 Summaries of Eligibility Criteria

S. No.	Eligibility criteria	Compliance statement	Support documents for - Provided (Yes /No)	Applicant Pass/ Fail	Remarks
1.	Applicant's Net worth				
2.	Financial loss / profit statement for last 3 preceding years				
3.	Name & location of projects showing prior experience alongwith location, client address and technology				
4.	Average toll collection for project/s listed in point 3.				
5.	Assessment of manpower requirements and confirmation of mobilisation of manpower within set time frames				
6.	MOU between Firm/Entity in the form of Proprietor/Partnership				



S. No.	Eligibility criteria	Compliance statement	Support documents for - Provided (Yes /No)	Applicant Pass/ Fail	Remarks
	/Pvt. Ltd. /Ltd. and JV members				
7.	Affidavit				
8.	EMD				
9.	Power of Attorney for appointing Lead Member				
10.	Power of Attorney for appointing signatory for the Proposal				
11.	Demand draft of Indian Rupees 1,00,000/- + applicable GST				

The technical proposals received by the MCD will be evaluated as per the above criteria. Technical proposals failing in any one or more of the listed criteria shall stand not qualified to proceed further in the evaluation process.

**3.0 Summary Proposal Evaluation:** The technical and financial proposals/ bids submitted by the eligible Applicants will be evaluated to finalize the selection of the contractor for operations and maintenance of toll plazas and Toll & ECC collection.

**3.1.1 Individual Evaluation:** The technical proposals/ bids received by the MCD will be first evaluated in respect of the pre specified eligibility criteria's set out in RFP document. Each item of the technical proposal will be further scrutinized in respect of the criteria specified within each item. Applicants are required to provide a summary sheet, duly supported by certificates/banker's statements/ Clients certification/resumes' regarding their capability with respect to the specified eligibility criteria.

**3.1.2** All proposals by the Applicants after due verification of the Technical criteria's with respect to their certification, will be categorised as either pass or fail. The Applicants categorised as pass shall only be eligible to participate in the next stage of the engagement process. The remaining ranked as fail in Technical evaluation proposal, will be rejected and their financial proposals will not be opened.

**3.1.3** The financial bids of technically qualified proposals will be ranked in order of merit. The Applicant ranked as highest in the financial evaluation will be invited for negotiations and award of contract.

**3.1.4** The MCD reserves the right to follow the above process in part or full on account of incomplete proposals/ offers.

**3.1.5** Technical offers found incomplete in respect of technical criteria in part or full will be categorised as fail in respect of the missing information, subject to any time being granted by the Corporation to remove deficiencies which would be the sole discretion of the Corporation. All technical proposals should fully comply with all criteria mentioned in the proposal.

**NOTE-**The bidders are bound to provide the original copy of technical bid including all documents uploaded online by the bidder at the time of submission of bid as and when required by the MCD. In case, bidder fail to provide the original copy of all documents of technical bid within the specified period, the technical bid of such bidders shall be summarily rejected without any communication.

**4.0 Process to be Confidential:** After opening of the Proposals/ offers no information relating to the examination, clarification evaluation and comparison of proposals/ offers and recommendations concerning the award of contract shall be disclosed to the Applicants or other persons. Any effort by any Applicant to exert unfair influence in process of

examination, clarification evaluation and comparison of proposals to influence decision concerning award of contract shall result in rejection of proposal/offer.

- 5.0 All documents and other information supplied by the MCD or submitted by an Applicant/Bidder to the Authority shall remain or become the property of the MCD. Applicants/Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The MCD will not return any Application or any information provided along therewith.
- 6.0 Clarification of Proposal/offer: To assist in examination and evaluation of proposals/offers, the MCD or its authorised representative may ask Applicants/Bidders individually for clarification of their proposal including break up costs, reasons in case of very high/very low financial bid etc. The response thereof shall be in writing.
- 7.0 Negotiations: The MCD may carry out the negotiations with the successful Bidder offering the highest financial bid including items for modification of the proposal/ offer, by calling the Applicant/ Bidder or its authorised representative in its office in which case, the Applicant or his authorized representative shall remain present in the MCD office for negotiations. The Applicant may at its own will give revised proposal/ offer in writing to the MCD. The original offer shall then be treated, as modified and modified proposal/ offer shall be treated as the final offer.
- 8.0 Proposal/ Offer Liable for Rejection: The offer is likely to be rejected, if on opening, it is found that:
  - 8.1.1 The Applicant/s has not strictly followed the procedure laid down for submission of proposal/ offer.
  - 8.1.2 The Applicant/s has proposed conditions for qualifications which are inconsistent and contrary to the terms and conditions specified.
  - 8.1.3 Additions, corrections or alteration are made by the Applicant/s on any page of the document.
  - 8.1.4 Any page or pasted slips are missing.
  - 8.1.5 The Applicant/s has specified any additional condition.
  - 8.1.6 The Applicant/s has not adhered to or honoured the addendum/s to the RFP document.
  - 8.1.7 Deleted
- 9.0 Deleted
- 10.0 Induction Period:
  - 10.1.1 The successful Applicant/Bidder would be required to commence toll & ECC collection across all toll Plazas/ points bordering Delhi through toll barriers / posts / lanes / plaza immediately upon signing of the contract agreement or as and when notified by the MCD.
  - 10.1.2 The outgoing Contractor is to leave the toll plazas on "as is where is" condition and therefore, the successful bidder would have to take the immediate charge without any delay and subsequently work for the up gradation / modification / addition. Up gradation / modification / addition includes preparation of toll plaza / post / barrier / lanes detailed designs etc., their approvals from concerned authorities, setting up the communication networks and completion of all arrangements of toll & ECC collection including with the sister agencies of collecting toll on BOT projects and other National Highways as the case may be.

## **I. AWARD CRITERIA**

- 1.0 Award Criteria- Bidding Parameter: The MCD will award the contract to the Applicant/ Bidder whose offer as presented in the financial proposal/ bid has been found to satisfy all

- the requirements of RFP document, who has been categorised as pass in the technical evaluation and has been duly approved by the competent authority.
- 2.0 MCD Right To Reject: Notwithstanding any clauses mentioned in the RFP, the MCD reserves the right to accept or reject any Proposal /offer and to null or suspend the engagement process and reject all the proposals/ offers at any time prior to award of contract without any assurance for costs or consequences on the part of the Applicants bidding Firms as approved by the competent authority.
  - 3.0 Notification of Award: Prior to the expiration of proposal validity period or any such extended validity period, the Commissioner will notify the successful Applicant(s) in writing and also by a registered letter that their proposal/offer has been accepted. This letter (herein after and in conditions of contract called LoI) shall specify the details of accepted offer for removal of any doubts. From the date of issue of this LoI, mobilisation period would commence and upon furnishing the "Contract Performance Guarantee" (referred to as in the Volume III, - Draft Contract Agreement" of the RFP) by the successful Applicant/Bidder, the successful Bidder, in accordance with part I, clause 4.0 the signing of the contract agreement may be undertaken. The work order shall be accompanied by a true copy of the agreement bearing the number under which it is registered in the office of the MCD, Delhi.
  - 4.0 Performance Security and payment of remittance to MCD: The successful Applicant/Bidder whose proposal has been accepted will have to pay as Performance Security referred to as "Contract Performance Guarantee" in the Volume III, - Draft Contract Agreement" of the RFP;
    - 4.1.1 Deleted.
    - 4.1.2 "Contract Performance Guarantee"

The successful Applicant/Bidding Firm shall be required to deposit performance security equivalent to 10% of the Quoted Amount/Awarded Amount/Negotiated amount for Toll Tax and Rs. 12.00 crore (Rs. Twelve Crore only) for ECC through RTGS or in the form of DD/FD/BG from State Bank of India or its subsidiaries, Any Indian Nationalized Bank, IDBI/ICICI Bank, A Foreign Bank (issued by a branch outside India) with a counter guarantee form SBI or its subsidiaries or any Indian Nationalized Bank and any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (Issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account within specified period from the date of issue of Letter of Intent (LOI) as per detailed below:-

- (a) Rs.18.20 crores already deposited as EMD shall be converted as part of performance Guarantee. However, in case successful Applicant/Bidding paid EMD of Rs. 18.20 crores through online payment, the said EMD shall be refunded after receiving full amount of Performance security in the form of BG subject to the condition that there shall be no pending outstanding due on successful bidder on that particular day and in case, there is any outstanding due, then Rs.18.20 crores shall not be refunded and the same shall be adjusted accordingly, as the case may be.
- (b) Part of performance guarantee i.e. amount equivalent to 5% of the Quoted Amount / Awarded Amount / Negotiated amount (after deducting Rs.18.20 crores already deposit by the bidder as EMD which shall be adjusted in the performance security) shall be deposited through RTGS or in the form of DD/FD/ BG valid for 63 months within 7 working days from the date of issue of LOI. In case of BG validity shall be for 63 months.
- (c) The balance performance guarantee i.e. amount equivalent to 5% of the Quoted Amount / Awarded Amount / Negotiated amount shall be deposited through RTGS or in the form of DD / BG valid for 63 months within 15 working days from the date of signing of agreement or from the date of handing over of site whichever is earlier. In case of BG validity shall be for 63 months.

(d) In addition to performance security, the bidder shall deposited 52 weeks Post Dated Cheques (PDC) for the weekly committed / awarded amount for Toll Tax & ECC each initially for period of one year and bound to deposit another 52 weeks post dated cheques of the weekly committee amount / awarded amount before one month from the date of start of every next year with incorporating the provision of increase of 2.5% in the existing awarded amount / committed amount after every one year.

(e) For delay of more than one day in weekly remittance of agreed / awarded Toll Tax amount, the bidder is liable to pay the interest as specified in the RFP document. In case of delay of one week or more in weekly remittance of agreed / awarded Toll Tax amount, MCD shall be authorized simultaneously to en-cash the weekly post dated cheques (PDC) by depositing the post dated cheques in MCD bank account.

#### NOTE-

- 1) The Demand Draft shall be in favour of Commissioner, MCD.
  - 2) In case selected bidder deposit performance security in cash i.e. in the form of Demand Draft or through RTGS, the MCD shall not pay any interest incurred during the contract period. However, the successful Applicant/Bidding Firm shall be permitted to replace the cash performance security with the bank guarantee (BG) during the contract period. MCD after obtaining the bank guarantee from the successful Applicant/Bidding Firm, the amount already received as cash performance security equivalent to the bank guarantee shall be adjusted in the weekly remittance. The detail of bank account No. IFSC code etc. shall be provided to the successful bidder, if requested.
- 4.1.3 The performance security shall be valid throughout the Contract Agreement period for 05 (five) years or during the entire extended period, if extended and shall further remain valid upto 03 months after the expiry of the Contract Agreement, which may be ended only at the notification of Commissioner, MCD.
  - 4.1.4 In addition to the above, monthly remittance shall be paid to MCD. This shall be paid on weekly basis through Bank's RTGS. The week's amount remittance shall be calculated from the cumulative and lump-sum figure contained in financial bid for one year, averaged and equated on pro rata basis for 1 (one) years. This shall be applicable for contract period of five years or during extended period with provision of increase of 2.5% in the existing awarded amount / committed amount after every one year.
  - 4.1.5 In addition to performance security, the bidder shall deposit 52 weeks Post Dated Cheques (PDC) of the weekly committed / awarded amount for Toll Tax initially for period of one year and bound to deposit another 52 weeks post dated cheques of the weekly committee amount / awarded amount before one month from the date of start of every next year with incorporating the provision of increase of 2.5% in the existing awarded amount / committed amount after every one year.
  - 4.1.6 For delay of more than one day in weekly remittance of agreed / awarded Toll Tax amount, the bidder is liable to pay the interest as specified in the RFP document. In case of delay of one week or more in weekly remittance of agreed / awarded Toll Tax amount, MCD shall be authorized simultaneously to en-cash the weekly post dated cheques (PDC) by depositing the post dated cheques in MCD bank account.

#### J. FORMATS FOR SUBMISSION OF PROPOSAL BY APPLICANT/S

- 1.0 Formats for submission of Technical and Financial Proposal: The Formats for submission of the Applicants'/ bidding Firms' proposal are annexed below. Notwithstanding provision of the Formats, the Applicants shall review the RFP document in totality, and provide



requisite information/ documentation as may be required apart from the items listed in the formats. The following documents will necessarily be presented in the following order in the Technical and Financial Proposal to be submitted by the Applicants/bidding Firms.

**1.1.1 Formats for Technical Proposal submission**

**Annexure 1:** Cover Letter of Technical and Financial Proposal submission, format appended below, must be submitted with the Proposal

**Annexure 2:** Description of Applicant / bidding Firm or Consortium of Firms covering Firms profile including details of ownership etc. and all related documents as listed in part D, clause 3.0 of this Volume of the RFP to be annexed below this annexure, must be submitted with the Proposal

**Annexure 3:** Net Worth Certificate certified by CA. Annual audited accounts and other financial capability proofs to be annexed alongwith this annexure, must be submitted with the Proposal

**Annexure 4:** Prior project relevant experience of the past years and current projects, format appended below, must be submitted with the Proposal

**Annexure 5:** Assessment of manpower requirements, and confirmation of mobilisation in set time frame as per the RFP, must be submitted with the Proposal

**Annexure 6:** Information on Litigation, must be submitted with the Proposal

**Annexure 7:** Affidavit, must be submitted with the Proposal

**Annexure 8:** Power of Attorney for appointing Lead Member, format appended below, must be submitted with the Proposal

**Annexure 9:** Power of Attorney for appointing signatory of the Proposal, format appended below, must be submitted with the Proposal

**Annexure 10:** Memorandum of Understanding between various members in a Consortium of Firms, must be submitted with the Proposal

**Annexure 11:** Draft performa for Performance Security for Bank Guarantee, to be provided after award of work to successful Bidder, format appended below.

**1.1.2 Formats for Financial Proposal**

**Annexure 12:** Cover Letter of Financial Proposal submission, format appended below, must be submitted with the Proposal

**1.1.3 General Formats**

**Annexure 13:** Letter of Intent by MCD, to be sent to the successful Bidder upon award of work of Proposal, format appended below

**1.1.4 Annexure 14:** Draft Performa of Bank Guarantee for EMD format appended below, must be submitted with the proposal, in case, the bidder opt for the option of submitting EMD in the form of BG.

**Annexure 15:** Submission of Detailed Methodology and Work Plan

**Annexure 16:** –Manufacturer's Authorization Form (MAF)



**K. Terms and conditions for collection of ECC:**

Hon'ble Supreme Court in the case titled as MC Mehta Vs UOI W.P. (C) No. 13029 of 1985 have directed Toll Operators / Collectors to collect ECC from specified vehicles vide order dated 09.10.2015, 16.12.2015 & 26.09.2025 etc. Accordingly Govt. of NCT of Delhi has issued certain Notifications in compliance to the said orders of the Hon'ble Apex Court.

As this was a new subject for all concerned, lot of clarifications were issued by the EPCA to clear various doubts. Intending bidders are requested to go through the same carefully.

1. The ECC is to be collected as per the Hon'ble Apex Court orders and the Notifications issued by the Govt. of NCT of Delhi and any other order issued by court of competent jurisdiction. The rate of ECC and category of goods vehicle etc. shall be as notified by the GNCTD from time to time.
2. It is clarified that Tata 407, falling in category 1 type of vehicles for the purpose of toll tax collection, is to be treated as light duty vehicle and ECC is to be collected accordingly.
3. The contractor shall not be entitled to any compensation, rebate or reduction in toll collection contract fee in the event of extension / discontinuation / modification of ECC. In such an eventuality there shall be no liability on either side i.e. MCD or the contractor.
4. The ECC so collected in accordance with the above orders, Notifications, clarifications shall be deposited by the Contractor without deductions as per actual every week. Nothing extra shall be payable to the Contractor by MCD on this account.
5. The contractor shall provide a online-backup of the transactions on demand to the MCD and Delhi Government server.
6. The contractor shall device a system of effective enforcement for collection of ECC, through regular checks and action against defaulting staff. The collection of ECC is imposed by the Supreme Court and has to be monitored strictly.
7. Any default/misappropriation detected in the system by joint teams of MCD and transport department, Government of Delhi will render the contractor liable for imposition of a penalty at the rate of Rs. 10.00 lakh for every default.
8. The ECC is to be collected strictly as per the Hon'ble Apex Court orders and the Notifications issued by the Govt. of NCT Delhi which are listed as below in **Annexure 15:**
  - i. Hon'ble supreme Court orders dated 09-10-2015;
  - ii. Govt. of NCT Notification dated 20-10-2015;
  - iii. Govt. of NCT Notification dated 30-10-2015;
  - iv. Clarification given by EPCA dated 04-11-2015;
  - v. Hon'ble supreme Court orders dated 16-12-2015;
  - vi. Govt. of NCT Notification dated 23-12-2015;
  - vii. Govt. of NCT Notification dated 05-01-2016;
  - viii. Hon'ble supreme Court orders dated 07-01-2016;
  - ix. Govt. of NCT Notification dated 21-01-2016;
  - x. Govt. of NCT Notification dated 15-02-2016;
  - xi. Govt. of NCT Notification dated 04-03-2016;
  - xii. Govt. of NCT Notification dated 26-04-2016;
  - xiii. Hon'ble supreme Court orders dated 22-08-2016;
  - xiv. Govt. of NCT Notification dated 22.11.2017
  - xv. Hon'ble Supreme Court order dated 26.09.2025
  - xvi. Hon'ble Supreme Court order dated 12.03.2026

**L: Dispute Resolution:**

All disputes arise at this time of bid or after bid shall be subject to sole and exclusive jurisdiction of the Court of Delhi only.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

### **SECTION 3 – FORMATS FOR SUBMISSION**

**Annexure 1: Covering Letter – Technical Proposal**

*(The covering letter is to be submitted by the Applicant Firm or the Lead Consortium Member of a Bidding Consortium, along with the other documents required in Envelope A)*

Date:

Place:

To,  
Addl. Commissioner,  
Toll Tax Department,  
Municipal Corporation of Delhi (MCD),  
Dr. Shyama Prasad Mukherjee Civic Centre,  
Minto Road, New Delhi-110002

Madam/ Sir,

Sub: Technical Proposal submission- "Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection"

Pursuant to the RFP document No.DC/TT/HQ/2026/D-114 dated 05.06.2026 issued by the MCD, Delhi for and on your behalf, I/we hereby submit my/ our completed proposal for the captioned subject for a period for 05 (five) years "contract is extendable for a further period of six months or till the date of appointment of new contractor, whichever is earlier, as per the decision of the Competent Authority of MCD" with provision of increase of 2.5% in the existing awarded amount / committed amount after every one year from the date of authorisation by the MCD. Please find enclosed our Technical Proposal and Financial proposal in respect of the "Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection" in response to and complying with the Request for Proposal ("RFP") Document issued by MCD.

We hereby confirm the following:

1. This proposal is being submitted by (name of the Bidding Company/Lead Member Company) who is the Bidding Company / the Lead Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Member of the Bidding Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV comprising (mention the names of the entities who are the Member Companies) and (mention the names of the entities who are the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Partners, in accordance with the conditions stipulated in the RFP. (In case of a Bidding Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV)- Our proposal includes the MoU (as per the principles stated in the RFP) between, (mention names of the entities that are the Member Companies and (mention the names of the entities who are the Alliance Partners,), who are the Member partner(s) as per the condition stipulated in the RFP. I/ We agree to keep my/ our offer/ proposal open for

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

acceptance by the MCD upto a minimum period of six months after the last date of receipt of this offer.

2. I/We understand that collection of Toll & ECC at 154 Delhi entry points through installation and fully operationalization of a barrier-free Multi-Lane Free Flow (MLFF) System at their own costs and expenses integrated with existing installed RFID System”
3. I/We understand that in compliance of Hon’ble Supreme Court orders, MLFF facilities and infrastructure to be created at all Entry Points in the Project for collection of MCD Toll Tax and ECC. I/We collect the Toll & ECC through MLFF system only. I/We also abide to use and operate the facilities and infrastructure created at the permanent POS in the Project for RFID tagging of vehicles as well as recharging of RFID tags and the Web Portal for undertaking registration of vehicles and recharging of RFID tags. I /we shall also not claim any extra charges for responsibilities and obligations assigned to me / us for RFID system installed at 13\* entry points.
4. I/We have examined in detail and have understood the terms and conditions stipulated for Qualification of the Bidders in the RFP Document issued by MCD and in any subsequent communication sent by MCD. I/We agree and undertake to abide by all these terms and conditions.
5. The information submitted with respect to our qualification criteria is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our proposal.
6. The Bidding Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of which we are the Lead Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Member (strike out whichever is not applicable), satisfy the legal requirements and in our opinion by itself / along with its bidding members and alliance partners meets all the eligibility criteria laid down in RFP.
7. A power of Attorney from the (Firm/Entity in the form of Proprietor/Partnership/Pvt.Ltd./Ltd. and JV Member) authorising the undersigned as the Authorised Representative, Signatory and Contact Person who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the proposal.
8. As required by the Terms and Conditions of the RFP document, We/I transfer Earnest money amounting to Rs. 18.20 crores in the form of RTGS/FD/DD/BG from State Bank of India of its subsidiaries, Any Indian Nationalized Bank, IDBI/ICICI Bank; A Foreign Bank (issued by a branch outside India) with a counter guarantee form SBI or its subsidiaries or any Indian Nationalized Bank and any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (Issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account at <https://etenders.gov.in>.
9. In the event of my / our Proposal/ offer being accepted by the MCD, I/We agree to duly furnish the MCD and execute the contract agreement, and furnish the Performance security deposits within the specified period of time in compliance with the RFP document.

The names and addresses of the Partners/Directors of my/our Firm are as follows:

Name

Address/ Phone/ fax/ email

1.

2.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



3.

A copy of our Deed of Partnership duly certified as true is enclosed. This offer is made by our Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm) registered under The Companies Act 1956 and its registered office is situated at ....., phone and fax ..... email..... A copy of the print of Memorandum and Articles of Association of our venture duly certified as true is enclosed.

Yours Faithfully,

For and on behalf of :

Signature :.

(Authorised Representative and Signatory)

Name of the Person :

Designation (capacity in which signing) :

Date:

Enclosures: Requisite information as per RFP document requirements

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

**Annexure 2: Description of the Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm)**

Description of the Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm) - Details for the Firm/Entity OR for each member within the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV are required to be filled in the following tabular format (kindly ensure that the Lead Member is the same as stated in the EOJ) alongwith the Firms profile etc as listed in part D, clause 3.0 of this Volume of this RFP:

**Table A3.1 - Description of the Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm) of the proposed SPC**

S. No.	Description	Details of description	Proposed % equity contribution if a company to be formed	Role as per the MoU signed by and between all the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Members
1.	Name of the Applicant Firm			
2.	Name of the Lead Firm/Entity Member (in case of Bidding Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV)			
2a.	Address of the Applicant Firm/ Entity Lead Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Member and Authorised Contact Person, Phone, Fax Nos and Email			
3.	Name of Member 1 within the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of Firms			
3a.	Address of the Member 1 within the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of Firms and Authorised Contact Person, Phone, Fax Nos and Email			
4.	Name of Member 2 within the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of Firms			
4a.	Address of the Member 2 within the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of Firms and Authorised Contact Person, Phone, Fax No's and Email			
5.	Name of Member 3 within the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of Firms			
5a.	Address of the Member 3 within the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of Firms and Authorised Contact Person, Phone, Fax No's and Email			

**Annexure 3: Net Worth & Profit / Loss Certificate as provided by CA**

The aggregate Net Worth as per the previous year's audited annual reports should be presented in the following tabular format, and certified by a Chartered Accountant (CA.) In case of a Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of Firms/Entity, each member must certify this information by the relevant CA. The copies of the relevant annual reports and financial capability statement must be submitted to support the calculations or relevant CA certificate as a part of this annexure.

<b>Net worth</b>			
S. No.	Name of Firm/Entity or Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV members	Tangible Net Worth (Rs. ... Crore)	Certificate from Chartered Accountant and Audited accounts for the previous year – Yes/ No
1.	(Name of Firm OR Lead Member of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of Firms/Entity)		
2.	(Name of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Member 1)		
3.	(Name of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Member 2)		
4.	(Name of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Member 3)		
Aggregate Tangible Net Worth for Bidding Entity/Applicant/ Consortium of Firms			
(In words)			

**Loss / Profit**

The loss / profit statement of previous three year's based on audited annual reports should be presented in the following tabular format, and certified by a Chartered Accountant (CA.) In case of a Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of Firms/Entity, each member must certify this information by the relevant CA. The copies of the relevant annual reports and financial capability statement must be submitted to support the calculations or relevant CA certificate as a part of this annexure.

S. No.	Name of Firm/Entity or Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV members	Loss / Profit (Rs. ... Crore)	Certificate from Chartered Accountant and Audited accounts for the previous year – Yes/ No
1.	(Name of Firm/Entity OR Lead Member of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of Firms/Entity)		
2.	(Name of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Member 1)		
3.	(Name of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Member 2)		
4.	(Name of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Member 3)		

(Stamped by the registered CA, alongwith registration number, address, contact numbers)

  
 Assistant Commissioner  
 Toll Tax Department  
 Municipal Corporation of Delhi

**Annexure 4: Relevant Experience in prior project of past years or current projects**

The Applicant/ bidding Firm/Entity or Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV of Firm/Entity must present their project experience in the following format covering required eligibility criteria stated in part D of this Volume of this RFP. The bidding Firm/Entity must highlight atleast one (1) qualifying project as per the RFP document. More sheets may be attached as required.

S. no.	Criterion	Description
1	Project (s) name and location	
2	Name of client	
3	Project start and end dates	
4	Role of the Applicant/ each member: Applicant Firm's or each consortium members role in a Project (identify whether sole contactor/ Lead Member/ Partner in a Consortium of Firm/ sub- contractor etc.)	
5	Description of actual services provided	
6	Technology used	
7	Total toll collection with project wise and year wise break up	
8	Is supporting documentation proof / certificates etc. from client attached?	YES/ NO

**Note:** The Bidder must have prior operational experience in India in relation to the scope of work/ services covered under this Tender. For the purpose of qualification under this Tender, only experience pertaining to projects/services executed and operational within the territory of India shall be considered. Experience acquired outside India shall not be reckoned for determining compliance with this eligibility requirement.

The Bidder shall furnish documentary evidence in support of the aforesaid experience, including copies of work orders, agreements, completion certificates, client certificates, performance certificates, or such other documents as may be acceptable to the Corporation. The Corporation reserves the right to independently verify the authenticity, performance, and relevance of the submitted credentials.

In the event that the Bidder fails to demonstrate the requisite operational experience in India to the satisfaction of the Corporation, the Bidder shall be deemed non-responsive and its Bid shall be liable to rejection without any further correspondence.

The decision of the Corporation regarding the adequacy, relevance and admissibility of the experience credentials furnished by the Bidder shall be final and binding.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

**Annexure 5: Assessment of manpower requirement and confirmation of mobilisation time frame**

The Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm) must present their assessment of manpower requirements for project execution in each relevant category as stated in part D of this Volume of the RFP alongwith the confirmation of mobilisation time frame as envisaged in this RFP. Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm) advised to present the manpower in tabular format. More sheets may be attached as required.



**Annexure 6: Information on Litigation**

[To be printed on the authorised Letter head of the Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm), including full postal address, telephone, faxes and e-mail address]. More sheets may be attached as required.

S. No.	Name of bidding entity/ firm member	Name of agency with which litigation and brief subject	Type of Litigation	Estimated financial liability	Present Status

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

**Annexure 7: Affidavit**

**(to be attached below, reference invited to clause no 2.1.1, sub-section D, Volume I, of this RFP document.)**

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

**Annexure 8: Performa for Power of Attorney for appointing Lead Member**

(To be executed on Requisite Non-Judicial Stamp Paper of appropriate value)

KNOW ALL CONCERNED by these presents that we, ... [name of the company], a company incorporated under the Companies Act 1956, having its Registered Office at ....[Address of the Company] (hereinafter referred to as "Company"):

WHEREAS the Company along with \_\_\_\_\_ and \_\_\_\_\_ (give name and registered office address) is forming a Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV to submit Proposal in response to the Request for Proposal ("RFP") for "Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection" issued by the Toll tax Department, MCD and is desirous of appointing an attorney for the purpose thereof.

Whereas the Company deems it expedient to appoint M/s. \_\_\_\_\_ (name of Company, registered office address) as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ [name of company] do hereby nominate, constitute and appoint....[name the lead member company].as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say:

To act as the Lead Member of the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV for the Purposes of the Project;

In such capacity, to act as the Firm's official representative for submitting the Proposal for the Project and other relevant documents in connection therewith.

To sign all papers for all proposals, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

To sign and execute contracts relating to the Project, including variation and modification thereto;

To represent the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV at meetings, discussions, negotiations and presentations with MCD, Government Authorities, Competent Authorities and other Project related entities;

To receive notices, instructions and information for and on behalf of the Company;

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

AND the Company hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the Company puts its hand and seal to this Power of Attorney on this. [day, month & year]

The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]

) The common seal of [name of the  
 )  
 )  
 ) \_\_\_\_\_  
 ) [name & designation of the person]  
 )

*Assistant Commissioner*  
**Toll Tax Department**  
**Municipal Corporation of Delhi**

**Annexure 9: Performa for Power of Attorney for appointing signatory of the Proposal**

(To be executed on Requisite Non-Judicial Stamp Paper of appropriate value)

KNOW ALL CONCERNED by these presents that we, ...[name of the company], a company incorporated under the Companies Act 1956, having its Registered Office at [Address of the Company] (hereinafter referred to as "Company"):

WHEREAS the Company has been authorised by \_\_\_\_\_ and \_\_\_\_\_ (give names and registered office addresses), vide its respective power of attorney, to act as the Lead Member of the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV bidding for the "Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection" issued by the Toll tax Department, MCD

WHEREAS in response to the Request for Proposal (RFP) for "Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection" the ("Project"), the Company is submitting Proposal on behalf of the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV for marketing, Sub-leasing, operating, managing and maintenance of the "Engagement of a Contractor by MCD for Toll & ECC collection at border points from specified commercial vehicles entering Delhi" issued by the Toll tax Department, MCD and is desirous of appointing an attorney for the purpose thereof.

Whereas the Company deems it expedient to appoint Mr. \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_ holding the post of \_\_\_\_\_ as the Attorney of the Company:

NOW KNOW ALL BY THESE PRESENTS, that \_\_\_\_\_ [name of the lead member company] do hereby nominate, constitute and appoint [name & designation of the person] as its true and lawful Attorney so long as he is in the employment of the Company to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say:

To act as the Company's official representative for submitting the Proposal for the said "Engagement of a Contractor by MCD for Toll & ECC collection at border points from specified commercial vehicles entering Delhi" issued by the Toll Tax Department, MCD and other relevant documents in connection therewith.

To sign all papers for all proposals, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

To sign and execute contracts relating to the Project, including variation and modification thereto;

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the \_\_\_\_ day of \_\_\_\_\_, 2026 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]

) \_\_\_\_\_  
) [name & designation of the person]  
)  
)  
) \_\_\_\_\_  
) [name & designation of the person]

**Annexure 10: Memorandum of Understanding**

(To be executed by and between the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV Members, as applicable on Requisite Non-Judicial Stamp Paper of Rs\_\_\_\_\_) )

Firm/Entity is required to enter into a MoU with each of the relevant Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV members. The bidding entity has the flexibility to follow any format for the MoU. However, the MoU should at least cover the following: -

- Nomination and agreement of Lead member by each of the other Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV member(s)
- Roles of each member of the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV
- Equity participation commitment by each member of the Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV and total Shareholding pattern
- Mechanism for decision making in the JV company and dispute resolution
- Validity period of the MoU



**Annexure 11: Performa of Bank Guarantee for Performance Security**

(To be executed on appropriate value of Non-Judicial Stamp Paper of Appropriate value)

WHEREAS MCD, having its office at [ ] (hereinafter referred to as the "Corporation" which expression shall unless repugnant to the context include its successors in interest and assigns) having entered into a toll tax collection contract agreement bearing reference No. [ ] dated [ ] (hereinafter called the "Agreement" which expression shall include all the amendments thereto) at Delhi with [Name of Successful Bidder] having its registered office at [ ] (hereinafter referred to as the "Contractor" which expression unless repugnant to the context or meaning thereof, shall include its successors, administrators, executors and permitted assigns) and the Agreement has been signed and accepted by the Contractor at Delhi for performance of Services, as such term is defined in the Agreement.

AND WHEREAS under the terms of the Agreement, the Contractor is required to submit an unconditional guarantee for the due, punctual, satisfactory and faithful performance of the Services under Clause 6.3 of the Exhibit to the Agreement for an amount equal to [ ].

AND WHEREAS the Contractor has accordingly directed us, [Name and Address of Bank] to issue this irrevocable and unconditional guarantee and we hereby irrecoverably and unconditionally issue this guarantee bearing no. [ ] ("Guarantee") for the benefit of and in favour of the MCD for the purposes stated herein on the terms set forth hereunder.

For the purpose of this Guarantee, capitalised terms used herein but not otherwise defined herein shall have the respective meaning ascribed to such terms under Agreement.

**NOW THEREFORE THIS GUARANTEE WITNESSETH AS UNDER**

1. We as the guarantor hereby unconditionally and irrevocably guarantee and undertake to promptly pay to the MCD the amount of Rs. [ ] pursuant to, under or in accordance with the provisions of the Agreement.
2. We as the guarantor hereby unconditionally and irrecoverably guarantee and undertake, without any reference to Contractor or any other person and irrespective of, or notwithstanding, the fact that any dispute is pending between the MCD and the Contractor before any court, tribunal, expert, arbitrator or similar proceedings relating thereto, to pay all amounts due and payable under this Guarantee without any demur or protest, merely on a first written demand from the MCD to the effect that such amount is due to the MCD from the Contractor in accordance with the terms of Agreement. Any such demand made on us, the guarantor, shall be conclusive, absolute and unequivocal as regards the amount due and payable by us as guarantor under this Guarantee.
3. This Guarantee is for a sum of Rs. [ ] (Rupees [ ] only). Such sum will be paid forthwith on demand free and clear of and without any deduction for or on account of taxes, levies, import duties, charges, fees, or withholding of any nature whatsoever and by whomsoever imposed, irrespective of and, notwithstanding reservation, protest, demur, delay or reference to the Contractor and any dispute or demand to the contrary made/raised by the Contractor.

4. We agree and undertake that upon any default, whatsoever by the Contractor in performing, meeting or otherwise complying with its obligations in accordance with the terms of Agreement, the MCD may invoke this Guarantee at any time as it deems fit and/or appropriate in its sole discretion, without giving any opportunity of recourse to the Contractor. The MCD shall, at all times, have the absolute and unconditional right to call upon this Guarantee at any time it is convinced, at its sole discretion, that there has been a breach or failure on the part of the Contractor or its agents to fulfil or meet any of obligations under the terms of Agreement.
5. We further undertake and agree that we as primary obligor and not merely as surety or guarantor of collection, shall make payment to you of any amount you may claim (by one or more claims) up to but not exceeding the amount of Rs. [ ] (Rupees [ ] only). Immediately upon demand being made, as aforesaid, without in any manner referring to, or seeking consent of or instructions from the Contractor and without in any manner, explicitly or by conduct, issuing notice of our intent to honour our commitment under this Guarantee or on the issue of any instructions to the contrary issued by the Contractor.
6. Any demand made by the MCD on us shall be conclusive and binding notwithstanding any difference between the MCD and the Contractor or any dispute pending before any court, tribunal, arbitrator or any other authority or any instructions, letter contrarily issued by the Contractor.
7. We agree that Guarantee herein contained shall be irrevocable and shall continue to be in force and enforceable till it is specifically discharged by the MCD by issuance of a letter/certificate to such effect. No periodic renewal by us shall be necessary.
8. We acknowledge that the MCD shall have the fullest liberty to extend the time for performance of the Agreement by the Contractor, or vary, from time to time, the terms of the Agreement and such variation shall not in any way affect our liability under this Guarantee. We also acknowledge that the MCD shall have the fullest liberty, to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor and to seek compliance by the Contractor of any covenants contained or implied in the Agreement between the MCD and the Contractor, or any other course or remedy or security available to the MCD.
9. We further agree that the MCD, at its option, shall be entitled to enforce this Guarantee against us, without in the first instance proceeding against the Contractor or making any demand upon the Contractor to pay, and notwithstanding any security or other guarantee that the MCD may be possessed of in relation to the Contractor's liabilities, either in relation to this Contract or otherwise, and our liability to make unconditional payment under this Guarantee on demand by the MCD shall not be affected or diluted and shall remain valid, enforceable and unaltered.
10. We further agree that for the purpose of this Guarantee any notice issued to us by the MCD and the amount claimed in such notice as being payable by the Contractor to the MCD shall be deemed to be correct and shall not be disputed or questioned by us but shall be paid in the manner stated herein. We confirm that no proof of any amounts due to you under the Agreement is required to be provided to us in connection with any demand by you for payment under this Guarantee.
11. We further agree that this Guarantee shall not be affected by any change in our constitution or that of the Contractor or the MCD.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

12. We further undertake not to revoke this Guarantee during the period of its validity viz., till the MCD discharges us, in writing, as aforesaid, notwithstanding any dispute, difference between the Contractor and ourselves and our bankers' lien, either general or particular, in relation to the Contractor shall not include the amount guaranteed to the MCD under this Guarantee.
13. We hereby waive notice of any action taken or omitted in reliance hereon, of any default under the Agreement and any presentment, demand, protest or notice of any kind.
14. For the avoidance of doubt, our obligations as guarantor hereunder:
- (a) are irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Agreement or the insolvency, bankruptcy, re-organisation, dissolution, winding up or liquidation of the Contractor or any change in the constitution of the MCD or of the Contractor or any other circumstances whatsoever which might otherwise constitute a defence or discharge of a guarantor or surety;
  - (b) shall constitute a present and continuing guarantee of payment and performance of the obligations under the Agreement;
  - (c) shall not be affected by the existence of or release or variation of any other guarantee of or security for any of the Contractor's obligation under the Agreement;
  - (d) shall not be affected by your failure to timely pay or perform any of your obligations under the Agreement or any waiver of any of such obligations;
  - (e) shall not be affected by any failure or delay in payment of any fee or other amount payable to us in respect hereof;
  - (f) shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of the Contractor's payment obligations under the Agreement;
  - (g) shall not be affected by any failure, omission or delay on your part to enforce, assert or to exercise any right, power or remedy conferred on you in this Guarantee or any such failure, omission or delay on your part in which may in any manner affect the Contractor's obligations under the Agreement;
  - (h) shall not be affected by any act, omission, matter or thing which, but for this clause (h), would reduce, release or prejudice us from any of the obligations under this guarantee or prejudice or diminish the obligations in whole or in part; and
  - (i) the above obligations, covenants, agreements and duties shall not be subject to any counter-claim, cross-claim, set-off, deduction, withholding, diminution, abatement, re-coupment, suspension, deferment, reduction or defence for any reason whatsoever and we shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of our obligations, covenants, agreements and duties hereunder for any reason whatsoever.
15. This Guarantee shall be governed by and construed in accordance with the laws of India. We irrevocably submit to the exclusive jurisdiction of the courts at Delhi for the purposes of any suit,

action or other proceeding arising out of this Guarantee or the subject matter hereof brought by you or your successors or assigns.

16. The proceeds of this Guarantee may be assigned by you without our approval and upon such assignment we agree to provide acknowledgement thereof on such terms as you may reasonably require. This Guarantee shall not be assigned or transferred by us.

Notwithstanding anything contained herein, this irrevocable Guarantee shall be valid up to [ ].

IN WITNESS WHEREOF, we have caused this Guarantee to be executed by one or more of our officers thereunto duly authorised on this [ ] day of [ ] 2026.

SIGNATURE OF AUTHORISED  
REPRESENTATIVE OF THE BANK \_\_\_\_\_

NAME AND DESIGNATION \_\_\_\_\_

ADDRESS/PHONE OF THE BANK \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

NAME OF THE WITNESS \_\_\_\_\_

ADDRESS/PHONE OF THE WITNESS \_\_\_\_\_

**Annexure 12: Cover Letter for Financial Proposal**

{To be printed on the Letter head of the Applicant / bidding Firm or Lead Member in case of Consortium of Firms as the partner responsible for the joint venture, including full postal address, telephone, faxes and e-mail address}

Date:.....

To

Addl. Commissioner(Toll Tax),  
Municipal Corporation of Delhi (MCD),  
Dr. Shyama Prasad Mukherjee Civic Centre,  
Minto Road, New Delhi - 110002

Madam/ Sir,

Sub: **Financial Proposal Submission - Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection**

Pursuant to the Notice Inviting Offer cum RFP document downloaded from the website <https://etenders.gov.in>, Delhi for and on your behalf, I/we hereby submit my/ our Financial Proposal/ offer for the captioned subject for a period of 5 (five) years "contract is extendable for a further period of six months or till the date of appointment of new contractor, whichever is earlier, as per the decision of the Competent Authority of MCD" of 2.5% in the after every one year commencing from handing over of the works by the MCD, in respect of the "Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection" through Toll Barriers / Plaza / Post / Lanes at approved rates of specified vehicles at toll points bordering Delhi in response to and complying with the Request for Proposal ("RFP") Document issued by MCD.

1. I/We have thoroughly read and understood the Terms and Conditions of the said RFP document for being appointed as your successful Bidder/ contractor for the aforesaid purposes and Terms and Conditions of the contract which in token thereof have been signed by me/ us and I/ We hereby agree to duly abide by them.
2. I/We understood that the reserve price indicated in the NIT / Bid document vide communication No. DC/TT/HQ/2026/D-114 dated 05.06.2026 shall be for Toll & ECC Collection each. As regards, Environment Compensation Charges (ECC) is to be collected at specified rates from



specified vehicles as per the direction of Hon'ble Supreme Court of India in the case titled M.C. Mehta Vs UOI & Ors. in W.P. (C) No. 13029/1985 and shall be deposited as specified in the RFP document. I shall not claim any extra charges for collection and deposit of ECC. I/we shall also not claim any extra charges for responsibilities and obligations during operation of MLFF system and other related responsibility assigned to me/ us all entry points of Delhi. I/ We shall also not claim any extra charges for responsibilities and obligations during and after implementation of MLFF project at other entry points of Delhi as and when assigned by MCD during contract period.

3. Being duly authorised to represent and act on behalf of ..... and having reviewed and fully understood all the requirements of proposal submission provided vide the RFP document dated 05.06.2026 for collection of Toll & ECC through installation and fully operationalization of a barrier-free Multi-Lane Free Flow (MLFF) System at their own costs and expenses integrated with existing installed RFID System of Toll Plazas in Delhi we hereby provide our Financial Proposal.
4. My/ Our financial proposal/ offer for remittance to Municipal Corporation of Delhi (MCD), for authorisation rights for Toll & ECC Collection at all MCD Toll Plazas/ posts at Delhi borders cumulatively for 01.(one) years shall be as under:-

S.No.	Financial proposal for one week / one year etc.	Amount in figure (INR)	Amount in word (INR)
1	Per week offer amount		
2	Per year offer amount		

The offer is in compliance with the requirements of the RFP document. This quote does not include the ECC which shall be collected by us and deposited to the MCD as per the actuals, but include expenses which shall be incurred in collection of ECC. The offer amount after expiry of every one year i.e. from the 2<sup>nd</sup> year onward shall be with increase of 2.5% in the original quoted / awarded / negotiated amount.

**Note:** In case of discrepancy in the amount quoted for one year and for one week, the higher amount shall be the base of calculation of total bid amount annually and also weekly. Wherever there is discrepancy between the amounts in figures and in words, the higher of the two will be treated as final and will govern.

5. I/We also agree to make the following payments upon issue of Letter of Intent (LOI) by MCD and prior to signing of the Contract for this project:

  
 Assistant Commissioner  
 Toll Tax Department  
 Municipal Corporation of Delhi

- a. "Contract Performance Guarantee" of 10% of the awarded / quoted / negotiated amount in Indian Rupees in the form of RTGS / DD or in the form of BG as specified in the RFP document for Toll Tax.
- b. "Contract Performance Guarantee" of Rs. 12.00 crore in Indian Rupees in form of RTGS / DD or in the form of BG as specified in the RFP document for ECC.

I/We understand that as per the terms of the Contract to be executed, this Project shall be constructed as per the standards and specifications mentioned in the Contract and in compliance with the other requirements stated in the RFP documents (including the draft Contract Agreement).

We acknowledge and agree to submission of an unconditional proposal.

The names and addresses of the Partners/Directors of my/our Firm are as follows:

Name	Address/ Phone/ fax/ email
------	----------------------------

1.

2.

3.

A copy of our Deed of Partnership duly certified as true is enclosed. This offer is made by our Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm) registered under The Companies Act 1956 and its registered office is situated at ....., phone and fax ....., email..... A copy of the print of Memorandum and Articles of Association of our venture duly certified as true is enclosed.

Your Faithfully,

For and on behalf of :

Signature and Date :

(Authorised Representative and Signatory)

[Authorised Signatory]

[Designation of Signatory]

[Common Seal]

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

**Annexure 13: Letter of Intent - Draft**

No.....

Date:.....

To,

**Subject: RFP document No.../ issued on (date) .../.../... for Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection.**

Ref: We refer to the bid/Technical and Financial Proposal dated \_\_\_\_ submitted by Firm /Entity in the form of Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV (having maximum three firm) comprising [names of Lead Bidder/Other Members], hereinafter the "Proprietor/Partnership /Pvt. Ltd. /Ltd. and JV", under cover letter bearing reference number [number] dated [Date], in response to the Request for Proposal (RFP) dated \_\_\_\_\_ issued by \_\_\_\_ for implementation of the captioned project.

Madam/ Sir,

This is to inform you that your above mentioned offer for appointment as successful Bidder/ Contractor for collection of toll tax & ECC at MCD, Hon'ble Supreme Court of India, Govt. of Delhi approved rates on all specified commercial vehicles at all entry point to Delhi for the period of 05 (five) years "contract is extendable for a further period of six months or till the date of appointment of new contractor, whichever is earlier, as per the decision of the Competent Authority of MCD" with provision of increase of 2.5% in the existing awarded amount / committed amount after every one year from the date of authorization by the competent officer, has been accepted by MCD on the terms and conditions of contract and forming part of the offer documents submitted by you.

In accordance with the provisions of the RFP, the Successful Bidder/Contractor shall submit within 7 (seven) working days of the date of this Letter of Intent :

The successful Applicant/Bidding Firm shall be required to deposit performance security equivalent to 10% of the Quoted Amount/Awarded Amount/Negotiated amount for Toll Tax and Rs. 12.00 crore (Rs. Twelve Crore only) for ECC through RTGS or in the form of DD/FD/BG from State Bank of India or its subsidiaries, Any Indian Nationalized Bank, IDBI/ICICI Bank, A Foreign Bank (issued by a branch outside India) with a counter guarantee form SBI or its subsidiaries or any Indian Nationalized Bank and

any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (Issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account within specified period from the date of issue of Letter of Intent (LOI) as per detailed below:-

(a) Rs.18.20 crores already deposited as EMD shall be converted as part of performance Guarantee. However, in case successful Applicant/Bidding paid EMD of Rs.18.20 crores through online payment, the said EMD shall be refunded after receiving full amount of Performance security in the form of BG subject to the condition that there shall be no pending outstanding due on successful bidder on that particular day and in case, there is any outstanding due, then Rs18.20 crore shall not be refunded and the same shall be adjusted accordingly, as the case may be.

(b) Part of performance guarantee i.e. amount equivalent to 5% of the Quoted Amount / Awarded Amount / Negotiated amount (after deducting Rs.18.20 crores already deposit by the bidder as EMD which shall be adjusted in the performance security) shall be deposited through RTGS or in the form of DD/FD/ BG valid for 63 months within 7 working days from the date of issue of LOI. In case of BG validity shall be for 63 months.

(c) The balance performance guarantee i.e. amount equivalent to 5% of the Quoted Amount / Awarded Amount / Negotiated amount shall be deposited through RTGS or in the form of DD / BG valid for 63 months within 15 working days from the date of signing of agreement or from the date of handing over of site whichever is earlier. In case of BG-validity shall be for 63 months.

(d) In addition to performance security, the bidder shall deposited 52 weeks Post Dated Cheques (PDC) for the weekly committed / awarded amount for Toll Tax & ECC each initially for period of one year and bound to deposit another 52 weeks post dated cheques of the weekly committee amount / awarded amount before one month from the date of start of every next year with incorporating the provision of increase of 2.5% in the existing awarded amount / committed amount after every one year.

(e) For delay of more than one day in weekly remittance of agreed / awarded Toll Tax & ECC amount, the bidder is liable to pay the interest as specified in the RFP document. In case of delay of one week or more in weekly remittance of agreed / awarded Toll Tax & ECC amount, MCD shall be authorized simultaneously to en-cash the weekly post dated cheques (PDC) by depositing the post dated cheques in MCD bank account.

**NOTE-**

- 1) The Demand Draft shall be in favour of Commissioner, MCD.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

2) In case selected bidder deposit performance security in cash i.e. in the form of Demand Draft or through RTGS, the MCD shall not pay any interest incurred during the contract period. However, the successful Applicant/Bidding Firm shall be permitted to replace the cash performance security with the bank guarantee (BG) during the contract period. MCD after obtaining the bank guarantee from the successful Applicant/Bidding Firm, the amount already received as cash performance security equivalent to the bank guarantee shall be adjusted in the weekly remittance. The detail of bank account No. IFSC code etc. shall be provided to the successful bidder, if requested.

Please note that as per the said Terms and Conditions of contract, if you fail or neglect to complete the contractual formalities within seven days of this letter of intent of offer by you, then this contract for your appointment as Contractor shall stand terminated automatically and thereupon, without prejudice to any other rights and remedies of the MCD, the amount of Earnest Money paid by you shall stand forfeited to the MCD and the MCD shall be entitled to appoint another Contractor in your place at your risk, costs and consequences.

Kindly acknowledge receipt of this Letter of Intent by signing the duplicate copy of this letter and returning the same to us. You are requested to do the needful as outlined in this letter and the RFP document to facilitate the signing of the Contract Agreement for the implementation of the Project.

For Commissioner  
MCD, Delhi

Acceptance acknowledgement for and on behalf of Successful Bidder/ Contractor/ Lead Member

I/We hereby acknowledge receipt of this Letter of Intent and abide by all said Terms and Conditions:

Authorised Signatory:

Seal:

Date:

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



**Annexure 14: Draft Performa of Bank Guarantee for EMD**

(To be executed on appropriate value of Non-Judicial Stamp Paper of Appropriate value)

1. In accordance with the Request for proposal (RFP) issued by MCD having to [ ] hereinafter called "the said contractor (S)" for the work [ ] having agreed to production of a irrevocable Bank Guarantee for Rs. [ ] (Rs.[ ]only) as Earnest Money from the contractor (S) for compliance of his obligations in accordance with the terms & conditions as stated in the said RFP. We, [ ] (indicate the name of the Bank) (hereinafter referred to as 'The Bank') hereby undertake to the pay to the MCD an amount not exceeding Rs. [ ] (Rs. [ ]only) on demand by the MCD.
2. We [ ] (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the MCD stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (S). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. [ ] (Rs. [ ] only).
3. We, the said bank further undertake to pay to the MCD any money so demanded notwithstanding any dispute or disputes raised by the contractor (S) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor (S) shall have no claim against us for making such payment.

4. We [ ] (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period in which the bids submitted by the contractor (S) shall be valid and that it shall continue to be enforceable till all the dues of the MCD under or by virtue of the subject bids have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the MCD certifies that the terms and conditions of the said RFP have been fully and properly carried out by the said contractor (S) and accordingly discharges this guarantee.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (S).
6. We, [ ] (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the MCD in writing.
7. This guarantee shall be valid up to [ ] unless extended on demand by MCD. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. [ ] (Rs.[ ] only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

IN WITNESS WHEREOF, we have caused this Guarantee to be executed by one or more of our officer's thereunto duly authorised on this [ ] day of [ ] 2026.

SIGNATURE OF AUTHORISED  
REPRESENTATIVE OF THE BANK \_\_\_\_\_

NAME AND DESIGNATION \_\_\_\_\_

ADDRESS/PHONE OF THE BANK \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

NAME OF THE WITNESS \_\_\_\_\_

ADDRESS/PHONE OF THE WITNESS \_\_\_\_\_

### Annexure-15 Submission of Detailed Methodology and Work Plan

To,  
The Additional Commissioner (Toll Tax)  
Municipal Corporation of Delhi  
14<sup>th</sup> Floor, Dr. SPM Civic Centre,  
New Delhi-110002

**Sub.: Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection.**

Ref:RFP No.....on above subject.

**NOTE:**

- I. Submission under this item is subject to evaluation under technical bid, while giving information, the bidders are advised to strictly focus and address the topic/sub-topic as asked for in a structured manner. Any superfluous submission shall bear bidders' risk.
- II. MCD's Representative may seek clarification on any of the submission made by the bidder in form T-6. Any superfluous submission or inconsistent clarification with respect to site condition, is liable to make the bid non-responsive.

Dated:..../....

- i. System design document for implementation of MLFF system with a list of items with quantity and location of equipment:

.....  
.....

S.No.	Equipment	Location <sup>2</sup> (Gantry)	LHS	Quantity
1.				
2.				
3.				
<b>Total Quantity</b>				

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

- ii. Control Center Hardware design document with a list of items with quantity Software architecture & components

.....  
.....

- iii. Methodology of implementation:

.....  
.....

- iv. Equipment Delivery Schedule and Time schedule to complete the entire work supported with bar chart, including the civil works for MLFF:

.....  
.....

- v. Make, model, specs, and Brochure of all major components (hardware & software)\*:

.....  
.....

- vi. Any other aspects the Bidder may wish to add:

.....  
.....

- vii. System Design (Hardware and Software) proposed.

.....  
.....

- viii. Design of MLFF System.

.....  
.....

- ix. Total manpower being proposed as per design by designation.

.....  
.....

**\*Any equipment/hardware not conforming to OEM criteria given in RFP shall make the bid liable to be rejected.**

**(Name and Signature of the Bidder)**

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

**Annexure-16–Manufacturer's Authorization Form (MAF)**

**(In the letter head of the OEM)**

*[NOTE: The Bidder must submit a Manufacturer's Authorization Form (MAF) for the proposed equipment, duly filled and signed by the Manufacturer/OEM. The form must be signed by an authorized representative of the Manufacturer. The Bidder is required to submit the MAF for atleast the following components:*

- i. *RFID Reader & Antenna*
- ii. *ANPR Cameras*
- iii. *Surveillance Camera*
- iv. *Detector-Lidar*
- v. *Detector-Radar*

Dear Sir,

We, **[Insert Full Legal Name of Manufacturer/OEM]**, a company duly organized and existing under the laws of **[Insert Country]**, having our principal manufacturing facilities at **[Insert Complete Address of Manufacturer's Factories]**, do hereby authorize **[Insert Full Legal Name of the Bidder]**, having its registered office at **[Insert Bidder's Full Address]**, to submit a Bid and conclude the Contract with you against the above-mentioned RFP for the supply of the following goods manufactured by us:

We confirm that we continue to meet all eligibility and technical compliance criteria as outlined in the RFP, and in particular, we hereby declare and confirm the following:

- i. We comply with the General Financial Rules (GFR), 2017, specifically sub-rule 144(xi). Accordingly, for any goods proposed to be procured from a country sharing a land border with India, the required registration with the Competent Authority has been duly obtained and the details are enclosed.
- ii. We undertake that we shall not rebrand or resell products in India by importing or trading from countries sharing a land border with India.
- iii. We confirm that the source code of the software and firm ware supplied for all equipment under this bid does not reside in any country sharing a land border with India.
- iv. We confirm that we have been in the business of the said product or solution or technology for at least three (3) years as on the date of issue of the RFP.
- v. We confirm that the products or technology quoted are not end-of-sale, end-of-life, or end-of- support as on the date of installation and commissioning and will remain supported through the full O&M period of the project.
- vi. We confirm that we have the capability and infrastructure to provide 24x7x365 technical support in India.
- vii. We will comply with all applicable regulatory guidelines, standards, and certifications as prescribed by the Government of India. Documentary evidence of such compliance will be submitted prior to commencement of the System Acceptance Testing (SAT). We understand that failure to do so will constitute a material breach of contract, which may result in replacement, contract termination, and/or forfeiture of performance security.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



Further, we hereby extend our full guarantee and warranty for the goods offered by the above- mentioned Bidder as per the terms and conditions of the RFP and the resulting contract.

This Authorization shall be valid throughout the duration of the Contract, including any extensions thereof.

Sincerely,

**[Signature of Authorized Signatory]**

Name: [Insert Full Name]

Designation: [Insert Designation]

Company:[Insert Manufacturer's Company Name]

Email: [Insert Official Email Address]

Phone:[Insert Contact Number]

Seal: [Affix Company Seal]

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

**Annexure-17 : Orders of the Hon'ble Apex Court. Notification issued by Govt. of NCT of Delhi & clarification thereof and conditions laid down by EPCA**

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

**INTERLOCUTORY APPLICATION NO.365 OF 2015**

**IN**

**INTERLOCUTORY APPLICATION NO.345**

**IN**

**WRIT PETITION (CIVIL) NO.13029 OF 1985**

M.C. MEHTA

...PETITIONER

VERSUS

UNION OF INDIA & ORS.

...RESPONDENTS

**ORDER**

The issue relates to steps to be taken to check pollution by commercial traffic travelling from North India towards Jaipur and onwards via Delhi.

It has been pointed out that even though alternative routes are available for such traffic, only reason for such traffic entering into Delhi is to save higher rate of toll tax in taking such alternative routes. In the process, pollution caused by such traffic inflicts heavy cost on the health of the residents of Delhi. To tackle this situation an "Environment Compensation Charge"

  
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(ECC) may be required to be imposed on all light and heavy duty commercial vehicles and the amount so collected ought to be exclusively used for augmenting public transport and improving roads, particularly for most vulnerable users, that is, cyclists and pedestrians in Delhi.

Reference has been made to a report prepared by the Environment Pollution (Prevention and Control) Authority (EPCA) (constituted under the provisions of Environment Protection Act, 1986) on "strategies to reduce air pollution from trucks entering and leaving Delhi". According to the said report, a study was commissioned by the Centre for Science and Environment to M/s. V.R. Techniche Consultants Pvt. Ltd. According to the study, the commercial vehicles entering Delhi spew close to 30 per cent of the total particulate load and 22 per cent of the total nitrogen oxide load from the transport sector. About 23 per cent of the commercial vehicles and 40-60 per cent of the heavy trucks entering Delhi were not destined for Delhi. NH 71 and NH 71A are toll roads connecting Rewari to Panipat via Jhajjar and Rohtak and this alternative route obviates the need to travel through Delhi. Thus, apart from the MCD toll, it was necessary to impose ECC to equalize the difference in cost in travelling through alternative routes.

2

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

Learned Amicus Curiae Shri Harish Salve, learned Solicitor General Shri Ranjit Kumar and Shri Dushyant Dave, learned senior counsel appearing for the Government of NCT Delhi have jointly suggested that ECC ought to be imposed by the Delhi Government at the following rates:

- (i) Category 2 (light duty vehicles etc.) and Category 3 (2 axle trucks) Rs. 700/-
- (ii) Category 4 (3 axle trucks) and Category 5 (4 axle trucks and above) Rs. 1300/-

The above charge shall not be imposed on

- (a) Passenger vehicles and ambulances
- (b) On vehicles carrying essential commodities, that is, food stuffs and oil tankers.

The charge will be collected by the toll operators without any deduction and handed over to the Delhi Government on every Friday. The Delhi Government shall furnish accounts of the receipts and the expenditure incurred to EPCA and to this Court each quarter.

The Governments of U.P., Haryana and Rajasthan will provide large size bill boards at the exit points towards the alternative highways to inform commercial traffic of the diversions. The said Governments will take steps to ensure that commercial traffic having destination other than Delhi use alternative routes. The said Governments will ensure that in the

Assistant Commissioner  
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course of implementation of this order, traffic jams and other inconvenience to the public is avoided. The Government of NCT Delhi will issue advertisements to inform commercial traffic of the bypass routes and the information about the imposition of the ECC required to be paid for entry into Delhi. The toll collectors will put in place Radio Frequency Identification (RFID) system at their own cost at nine main entry points in the city by November 30, 2015 and by 31<sup>st</sup> January, 2016 at all the remaining 118 entry points to the city, failing which the contractors will be treated as being in breach of their obligation. The RFID data will be supplied to the MCD and Transport Department of the Government of NCT Delhi.

The NCT Government will install its own CCTV cameras at nine entry points and also organise surprise visits to oversee the collection of ECC and other necessary arrangements.

On due consideration, we do not see any reason not to accept the above suggestion. Accordingly, we approve the suggested arrangements.

The Government of NCT Delhi may issue an appropriate notification to levy the aforesaid charge forthwith which will be operative for a period of four months starting from 1<sup>st</sup> November,

4.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



2015 to 29<sup>th</sup> February, 2016 on an experimental basis. This order will override any order to the contrary by any authority.

To review the above mechanism, the matter may be posted for further consideration in the 3<sup>rd</sup> week of February, 2016.

.....  
[ H.L. DATTA ]

.....  
[ ARUN MISHRA ]

.....  
[ ADARSH KUMAR GOEL ]

NEW DELHI  
OCTOBER 09, 2015

5

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

(TO BE PUBLISHED IN PART IV OF THE DELHI GAZETTE (EXTRAORDINARY))  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DEPARTMENT OF ENVIRONMENT  
6<sup>TH</sup> LEVEL, 'C' WING, DELHI SECT C, IP ESTATE, NEW DELHI 110002

No F 10433/Env/2015/41/1 - 4184

Dated 20/06/16

## NOTIFICATION

In compliance with the order dated 9.10.2015 of Hon'ble Supreme Court in Interlocutory Application No. 345 of 2015 & No. 305 of 2015 in Writ Petition (Civil) No. 12029/1996, the Government of NCT of Delhi hereby levies Environment Compensation Charge (ECC) on the light and heavy duty commercial vehicles on the following rates:

- (a) Category 2 (light duty vehicles etc) and category 3 (2 axle trucks) Rs. 700/-  
(b) Category 4 (3 axle trucks) and category 6 (4 axle trucks and above) Rs. 1300/-

However, this charge shall not be imposed on following:

- (a) Passenger vehicles and ambulances  
(b) On vehicles carrying essential commodities, that is, food stuffs and all lanterns.

2. The charge shall be collected by the toll collecting agency / concessionaire of Delhi Municipal Corporation namely, SMYR Consortium LLP without any deduction and deposited in the account/head maintained by the Finance Department of Govt. of NCT Delhi on every Friday. The toll collecting agency / concessionaire will put in place Radio Frequency Identification (RFID) system on their own cost at nine main entry points in the city by November 30, 2015 and all the remaining 118 entry points in the city by 31<sup>st</sup> January, 2016, failing which it shall be treated as in breach of its obligation under the existing contract. The RFID data shall be supplied to the Delhi Municipal Corporation and Transport Department, GNCTD.

3. The amount so collected and deposited with Finance Department, GNCTD shall be used for augmenting public transport and improving roads, particularly for most vulnerable users, i.e. cyclist and pedestrians in Delhi. The Finance Department, GNCTD shall furnish the accounts and receipts of expenditure incurred to the Environment Pollution (Prevention and Control) Authority (EPCA) and Supreme Court each quarter.

4. The Transport Department, GNCTD will issue the advertisements to inform traffic of the bypass routes and the information about the imposition of the 'Environment Compensation Charge' (ECC) required to be paid for entry into Delhi. Further, the Transport Department will also install CCTV camera on 9 entry points and also conduct surprise visits to oversee collection of ECC and other necessary arrangements. The Transport Department, along with Concessionaire and other agencies/Traffic Police, shall ensure that in the course of implementing the order of the Hon'ble Court, traffic jams and other inconvenience to the public is avoided.

Contd...

(i). Accounts of commercial vehicles entering Delhi and liable for ECC will be quite critical for collection of proper and correct/rightful dues to the Government, avoiding leakage. In this context, deployment of RFID/other technology will in turn be really important for smooth and proper implementation of directions.

(ii). Commissioner, South Delhi Municipal Corporation will ensure proper compliance of this notification from the toll collecting agency / concessionaire.

(iii). The Transport Department, GNCTD shall act as nodal department of the matter and for implementing the directions of the Hon'ble Court.

6. This Notification shall be operative for a period of 4 months starting from 1<sup>st</sup> November, 2018 on an experimental basis as directed by Hon'ble Court.

No.F10(13)/Env/2018 : 6167 - 6184

Special Secretary (Environment)

Dated: 21/03/18

Copy forwarded for information and necessary action to:

1. Secretary to Lieutenant Governor, Delhi.
2. Pr. Secretary to Chief Minister, GNCTD.
3. Secretary to Dy. Chief Minister, GNCTD.
4. Secretary to Transport Minister, GNCTD.
5. Secretary to Environment Minister, GNCTD.
6. Secretary to All Ministers, GNCTD.
7. OSD to Chief Secretary, GNCTD.
8. Commissioner, Delhi Police.
9. Commissioner, Transport, GNCTD.
10. Pr. Secretary (UP), GNCTD.
11. Pr. Secretary (PWD), GNCTD.
12. Pr. Secretary (Finance), GNCTD.
13. Commissioner South MCD / North MCD / East MCD.
14. Spl. Commissioner (Traffic), Delhi Police.
15. All Secretaries and Head of the Departments, GNCTD.
16. Secretary Ministry of Environment, Forest & Climate Change, Govt. of India.
17. Secretary Ministry of Road Transport and Highways, Govt. of India.
18. Chief Secretaries of Uttar Pradesh, Haryana and Rajasthan.
19. Chairman, Environment Pollution (Prevention and Control) Authority (EPCA).
20. Chairman, Central Pollution Control Board, Delhi.
21. The Special Secretary (GAD/Coord.), Govt. of NCT of Delhi (In duplicate, alongwith Hindi version of the same) for publication in Delhi Gazette (Extra-Ordinary part-IV). It is requested that five copies of the Gazette may kindly be sent to this department for official record.
22. PS to Secretary (Environment), GNCTD.
23. Guard File.

(Dr. Anil Kumar)

Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

(TO BE PUBLISHED IN PART IV OF THE DELHI GAZETTE: EXTRAORDINARY)  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DEPARTMENT OF ENVIRONMENT  
2<sup>nd</sup> LEVEL, 10 WING, DELHI SCOTT, ESTATE, NEW DELHI-110002

No.F10(13)/Env/2018/6345-6342

Dated 30/6/18

**NOTIFICATION**

In the meeting taken by Environment Pollution (Prevention and Control) Authority (EPCA) with Transport Dept., GNCTD, Municipal Corporations, Traffic Police & Others on 21.10.2018, it has been decided to exempt the vehicles carrying raw vegetables, fruits, grains, milk and tankers carrying petroleum products from levy of the Environment Compensation Charge.

As such, the last sentence of first para of the Notification No. F10(13)/Env/2018/6167-8168 Dated 20.10.2018 issued in compliance to the order dated 8.10.2018 of Honble Supreme Court in Interlocutory Application No. 946 of 2018 & No. 898 of 2018 in Writ Petition (Civil) No. 13029/2018 "(b) On vehicles carrying essential commodities that is, food stuffs and oil tankers" will be taken to mean "(b) the vehicles carrying raw vegetables, fruits, grains, milk and tankers carrying petroleum products".

*(Dr. Anil Kumar)*  
Special Secretary (Environment)

No.F10(13)/Env/2018/6345-6342

Dated 30/6/18

Copy forwarded for information and necessary action to:

1. Secretary to Lieutenant Governor, Delhi.
2. Pr. Secretary to Chief Minister, GNCTD.
3. Secretary to Dy. Chief Minister, GNCTD.
4. Secretary to Transport Minister, GNCTD.
5. Secretary to Environment Minister, GNCTD.
6. Secretary to All Ministers, GNCTD.
7. OSD to Chief Secretary, GNCTD.
8. Commissioner, Delhi Police.
9. Commissioner, Transport, GNCTD w.r.t. the Transport Dept's letter no. F.23(1318)/CAP/TP/PCD/2018/1909 dated 29.10.2018.
10. Pr. Secretary (UD), GNCTD.
11. Pr. Secretary (PWD), GNCTD.
12. Pr. Secretary (Finance), GNCTD.
13. Commissioner South MCD / North MCD / East MCD.
14. Spl. Commissioner (Traffic), Delhi Police.
15. All Secretaries and Head of the Departments, GNCTD.
16. Secretary Ministry of Environment, Forest & Climate Change, Govt. of India.
17. Secretary Ministry of Road Transport and Highways, Govt. of India.
18. Chief Secretaries of Uttar Pradesh, Haryana and Rajasthan.
19. Chairman, Environment Pollution (Prevention and Control) Authority (EPCA).
20. Chairman, Central Pollution Control Board, Delhi.
21. The Special Secretary (GAS/Coord.) Govt. of NCT of Delhi (in duplicate alongwith Hindi version of the same) for publication in Delhi Gazette (Extra-Ordinary part IV). It is requested that the copies of the Gazette may kindly be sent to this department for official record.
22. Pr. Secy to Secretary (Environment), GNCTD.
23. Guard File.

*(Dr. Anil Kumar)*  
Special Secretary (Environment)

*(Signature)*  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



# **ENVIRONMENT POLLUTION COMMISSION & ENVIRONMENT AUTHORITY for the National Capital Region**

Dr Bhura Lal  
Chairman

EPCA/2015/18  
November 4, 2015

Subject: Reply from EPCA to the letter reference F.No. 79/1319/CA/PT/PCO/2015 dated 4.11.2015 from Delhi Transport Department (MCD) of Delhi in response to the local notice of the Service Consortium LLP with regard to the imposition and collection of ECC as per direction passed by the Hon'ble Supreme Court.

Sir,

EPCA's reply is as follows:

S. No.	Issue/Description	Specified Remedial Measures
1.	Is MCD on the State in a position to provide Police protection for the staff to deal with the inevitable traffic snarls at the border points and the resultant heightened risk of physical injury and vandalism by angry vehicle owners / drivers?	<p>The ECC collection has been mandated by the Supreme Court of India and the Delhi Govt. and the MCD have made the needful to ensure compliance with the order by issuing public advertisements and informing the toll concessionaire of the applicable ECC rates.</p> <p>The Delhi Govt. shall put up boards with information of the applicable ECC rates at all MCD toll collection points.</p> <p>As the ECC is collected as per due process of collecting toll we do not anticipate any delays or conflicts or resistance. However in case the need arises the Concessionaire will contact the local police. At all toll collection points the presence of local police is already available.</p>
2.	Should ECC be levied on trucks carrying partly exempted and partly non-exempted goods?	Yes, ECC shall be collected from such vehicles.
3.	Will any civil or criminal liability be applicable on Concessionaire staff engaged in the ECC in the event of non-collection from a non-exempt vehicle?	The liability on this account shall be limited to the provisions of the existing agreement with MCD and there shall be no additional liability on the Concessionaire during the trial period.
4.	What will be the civil or criminal liability on the Concessionaire and its staff if one of the staff deliberately allows a non-exempt vehicle to pass without payment of ECC and the vehicle is intercepted by the authorities later on?	Concessionaire has the right to pursue such vehicle and, if apprehended, claim ECC along with a Penalty equal to ECC amount/ Rs. 2000.
5.	What are the powers available to the Concessionaire and its staff to enforce collection of the ECC in case a driver refuses to pay?	Concessionaire is authorised to undertake all measures, as in the case of MCD Toll, to collect ECC and inform vehicle details to Delhi Transport Deptt in case of non-payment.
6.	What shall be the mode/operandi for maintaining records of ECC collection & where will the collected ECC be deposited?	<p>Maintenance records regarding ECC to be on similar lines as MCD toll along with Registration Number, Vehicle Category and applicable ECC.</p> <p>Details of Exempt vehicles passing through tolls to be maintained and submitted separately to Delhi Transport Department.</p>

Central Pollution Control Board

Parivesh Bhawan, East Arjun Nagar, Near Karkardooma Courts, Shastri, Delhi 110032  
Tel/Fax: 22101955 (GPCB), Tel: 24625050 (R)-Dr. Bhura Lal, Chairman

Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



Engagement of a Contractor by MCD for Toll & Environment Compensation Charge (ECC) Collection at border points from specified commercial vehicles entering Delhi and upgrade the existing RFID system to the Multi Lane Free Flow (MLFF) based collection.

**ENVIRONMENT POLLUTION PREVENTION & CONTROL AUTHORITY**  
for the National Capital Region

		The ECC collection should be deposited every Friday by the Concessionaire with GNCTD under Head of Account "MH-5443-civil Deposits" through Transport department, GNCTD
7	What shall be the modalities to deal with pass-holding vehicles and will they all require to be checked?	All Vehicles irrespective of having a Monthly Pass will go through the toll lanes and pay ECC.
8	If a pass holding vehicle enters and exits the border multiple times in a day, will the ECC be levied for each entry?	All Vehicles irrespective of number of trips will go through the toll lanes and pay ECC.
9	What shall be the modality for collection of ECC during periods when toll lanes are made free under the control of Delhi Traffic Police?	Delhi Police to inform Delhi Govt. prior to such order and action shall be given by Delhi Govt. on the modalities for the ECC collection during such days.
10	Is Service Tax applicable on ECC?	Not Applicable

Yours Sincerely,

(Shure Lal)  
Chairman, EPCA

Shri Punit Kumar Gool, IAS  
Commissioner, Municipal Corporation of Delhi, South Zone (MCD)  
(Tel: 23225925, Fax: 23225983)

Shri G S Meena  
Addl. Commissioner,  
Toll Tax Department  
Municipal Corporation of Delhi, South Zone (MCD)

Shri Parimal Rai, IAS  
Principal Secretary cum Commissioner  
Transport Department and Govt. of NCT of Delhi (Tel: 23333333,  
Fax: 23333069)

Central Pollution Control Board  
Parvath Bhawan, East Arjun Nagar, Near Kirti Co-operative Courts, Shahdara, Delhi-110 032.  
Tel/Fax: 22301955 (CPCB); Tel: 24623060 (Dr. Shure Lal, Chairman)

Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

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IN THE SUPREME COURT OF INDIA

REPORTABLE

CIVIL ORIGINAL JURISDICTION

I.A. Nos. 366, 367, 368, 370, 371, 372 in I.A. No. 365 in I.A. No. 345,  
I.A. No. 366, 373, 374 in I.A. No. 365 in I.A. No. 365 in I.A. No. 345  
in Writ Petition (Civil) No. 13029/2015

WITH

Writ Petition (Civil) No. 817 of 2015

WITH

Writ Petition (Civil) No. 116 of 2015

AND

Writ Petition (Civil) No. 728 of 2015

M. C. MEHTA

VERSUS

Petitioner

UNION OF INDIA & ORS.

Respondents

O R D E R

We had by our order dated 9<sup>th</sup> October, 2015 issued certain directions, aimed at mitigating the hardship which the people living in Delhi undergo having regard to the high of pollution in the city that has earned to it the dubious reputation of being the most polluted city in the world. We had among others directed the following measures to be taken:

(1) The Governments of the States of Uttar Pradesh, Haryana and Rajasthan shall take steps to ensure that commercial traffic for destinations other than Delhi use alternative routes and to ensure that in the course of implementation of the said direction no traffic jams and other inconvenience is caused to the public.

(2) The Government of NCT of Delhi shall direct issue advertisements to inform commercial traffic of the bypass routes and the imposition of the NEC imposed by this Court for entry of the vehicles into Delhi.

(3) The toll collectors shall put in place Radio Frequency

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

Identification (RFID) systems at their own costs at nine main entry points in the city by November 30, 2015 and by 31<sup>st</sup> January, 2016 at all the remaining 118 entry points to the city. The NCT Government shall install its own CCTV cameras at nine entry points and also organise surprise visits to oversee the collection of ECC and other necessary arrangements.

We had by the same order directed levy and collection of ECC at the following rates:

- (i) The Category 2 (light duty vehicles etc.) and Category 3 (2 axle trucks) at the rate of Rs. 700/- per vehicle;
- (ii) Category 4 (3 axle trucks) and Category 5 (4 axle trucks and above) at the rate of Rs. 1300/- per truck.

Passenger vehicles, ambulances and vehicles carrying essential commodities like food stuffs and oil tankers for Delhi were exempted from the above charges.

Mr. Barish W. Salve, learned senior counsel appearing as amicus, argued that imposition of ECC and the directions issued by this Court regarding diversion of commercial vehicles/trucks to alternative routes has made some difference but the pollution levels continue to remain high despite such measures. He submitted by reference to the material placed on record that the level of pollution detected on or before 9<sup>th</sup> October, 2015 was in fact lower than the levels recorded on subsequent dates. Mr. Salve further submitted that although diversion of vehicles to alternative routes in terms of the order passed by this Court was given effect to belatedly on 6<sup>th</sup> November, 2015, yet the said direction has not been effectively enforced inasmuch as vehicles not bound for Delhi are being allowed to enter Delhi on payment of the prescribed ECC. It was submitted that

Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

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the true spirit of the order passed by this Court was that vehicles that were bound for Delhi alone were to enter Delhi and other vehicles bound for other destinations/cities were supposed to bypass Delhi by using alternative routes. He drew our attention to a similar direction issued by this Court in M.C. Mehta v. Union of India and Others - (2003) 10 SCC 561. It was in that view urged that the order passed by this Court on 3<sup>rd</sup> October, 2015 could be modified/clarified to make it clear that the State Governments shall take steps to divert vehicles that are not bound for Delhi through alternative routes especially those using National Highway-8 and National Highway-1 for entering the national capital. It was also contended by Mr. Salva that in order to effectively discourage vehicles from entering Delhi, the ECC could be revised upwards especially when the Government of NCT of Delhi, the M.C.D. and the Union of India were all agreeable to the same.

Mr. Manjit Kumar, learned Solicitor General appearing for the Union of India, submitted that diversion of traffic away from Delhi by use of alternative routes as also by way of enhancement of the ECC has been thoroughly discussed with the learned Amicus Curiae and that the Union of India and so also the Government of NCT have no objection to such a direction being issued. He submitted that as a matter of fact discussions held between the representatives of the two governments, namely, Union of India and Government of NCT of Delhi as also the M.C.D. had led to a consensus on five other points also on which this Court could issue suitable directions to help reduce

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

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the pollution levels in Delhi. It was submitted that the revision of ECC could be upto 100% of the amount already stipulated for vehicles that are Delhi bound while other vehicles which are not bound for Delhi could be directed to bypass Delhi by using alternative routes which the two governments could be directed to specify.

By our order dated 5<sup>th</sup> December, 2001 passed in M.C. Mehta v. Union of India and Others - (2003) 10 SCC 551, we had, inter alia, directed :

"8. It appears that vehicles which transit through Delhi do not adhere to the vehicular standards which are applicable in Delhi, namely, they are not Euro II-compliant nor are they using low sulphur and low benzene fuel. There is no reason why very large number of goods vehicles should transit through Delhi thereby adding to the pollution level and the traffic on the road.

9. It is, therefore, proposed that with effect from 15.1.2002 no heavy-, medium- or light-goods vehicles will ply on inter-State routes by passing through Delhi or New Delhi. It is only those goods vehicles which on payment of control/toll tax carry goods to or from Delhi which would be allowed to ply. The Commissioner of Police is directed to formulate a scheme in this behalf and give due publicity to all concerned and implement the same."

Our order dated 2<sup>nd</sup> October, 2015 was in the same spirit intended to act as a restraint against vehicles not bound for Delhi entering Delhi. The said direction appears to have been understood to mean as though vehicles not bound for Delhi could also enter Delhi provided they pay ECC. The true intention, however, was that the vehicles that are not bound for Delhi are diverted to alternative routes to bypass Delhi. The levy of ECC has no doubt resulted in some diversion of such vehicles but a very large number of vehicles not bound for Delhi still appear

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



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to be entering Delhi on payment of ECC, stipulated by us. In the circumstances, we consider it necessary to make it clear that no vehicle which is not bound for Delhi will be allowed to enter from N.E.-8 which connects Jaipur to Delhi and N.E.-1 that connects the States of Punjab, Haryana and other northern States to Delhi via Kundli border. We are limiting the restraint order to these two entry points for the present because from the figures given to us the largest number of vehicles that are entering into Delhi are from these two entry points. We accordingly direct that traffic from these two entry points viz. Kundli border on N.E.-1 and Rajokri on N.E.-8, shall be diverted to bypass Delhi through such alternative routes as the transport/traffic departments of the governments concerned may stipulate.

We are further of the view that empty/unladen vehicles bound for Delhi, can enter Delhi on payment of the ECC earlier stipulated by us @ Rs. 700/- and Rs. 1300/- per vehicle depending upon the category to which the vehicle belongs. We, however, direct that for Delhi bound vehicles loaded with goods, the ECC will be twice the charge stipulated by us by our order dated 30 October, 2015. This measure shall, in our opinion, discourage any vehicle trying to enter Delhi on a false pretext of the goods loaded on it being Delhi bound.

Ms. Salve next argued that the transport vehicles registered on or before 2005 which are non-compliant with the current pollution control standards also need to be disallowed from entering Delhi even if the same are Delhi bound with goods

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

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loaded for consumption in the city. There was a consensus among learned counsel for the parties even on this issue who submitted that Union of India or Government of NCT of Delhi have no real objection if a direction to that effect is issued. We accordingly direct that while vehicles "bound for Delhi" may enter on payment of ECC at the rates stipulated hereinabove, those registered in the year 2005 or earlier shall not qualify for such entry. State Governments and Union Territories concerned shall ensure that vehicles bearing registration numbers of the year 2005 or earlier do not enter Delhi. The governments will evolve a suitable system for implementation of this direction.

It was contended by Mr. Salve that since diesel vehicles are the most polluting vehicles contributing to the current state of affairs in Delhi, it is time to issue directions banning registration of any new private and commercial light duty diesel vehicles in the National Capital Region. This submission was opposed by Mr. Ranjit Kumar who submitted that banning of commercial light duty diesel vehicles is likely to affect trade and commerce within Delhi and supply of essential commodities to the people living in the National Capital Region especially because such vehicles are used in large numbers for ferrying goods from one place to the other in the region.

M/s. Dushyant Dave and Dhruv Mehta, learned senior counsel appearing for the automobile dealers selling diesel vehicles, also opposed any ban on registration of new private vehicles and commercial light duty diesel vehicles as proposed by Mr.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

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Salve. Having given our anxious consideration to the submissions made at the Bar, we are of the view that the new commercial light duty diesel vehicles can for the present continue being registered in Delhi on account of the dependence of the public on such vehicles for supply of essentials. There is, however, no reason why registration of private cars and SUVs using diesel with an engine capacity of 2000 cc and above should not be banned upto 31<sup>st</sup> March, 2016. It is noteworthy that diesel vehicles of 2000 cc and above and SUVs are generally used by more affluent sections of our society and because of the higher engine capacity are more prone to cause higher levels of pollution. A ban on registration of such vehicles will not therefore affect the common man or the average citizen in the city of Delhi. We accordingly direct that Registration of SUVs and private cars of the capacity of 2000 CC and above using diesel as fuel shall stand banned in the NCR upto 31<sup>st</sup> March, 2016.

It was then argued by Mr. Salve that all taxis including aggregators like OLA and UBER plying in the National Capital Region may be moved to C.N.G. fuel within a reasonable time but not later than 1<sup>st</sup> March, 2016. There was a general consensus on this subject also primarily because it is hoped by all concerned that it will contribute substantially to the reduction of the pollution. We, therefore, direct that all taxis including those operating under aggregators like OLA and UBER in the NCT of Delhi, plying under city permits shall move to C.N.G. not later than 1<sup>st</sup> March, 2016.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

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It was submitted by Mr. Salve that one of the contributors to the pollution in the city is dust that rises from the roads and pavements which are not fully developed. It was submitted that Government of NCT of Delhi could be directed to vacuum clean the roads which will substantially reduce the pollution levels. To the credit of learned counsel for the Government of NCT of Delhi and Union of India and the M.C.D. we must mention that a direction to that effect was not opposed by anyone of them. As a matter of fact, Mr. Nasir A Qadri, learned counsel for the Government of NCT of Delhi submitted that the State Government is very keen to undertake these steps to reduce the pollution levels and ensure that paving of roadsides starts immediately. Vacuum cleaning will, however, take some time as the State Government shall have to purchase vacuum cleaning vehicles/appliances for use on the roads.

We accordingly direct the Government of NCT of Delhi to take immediate steps for repair of pavements and make pavements wherever the same are missing and also to take immediate steps for procurement of the requisite vacuum cleaning vehicles for use on Delhi roads expeditiously but not later than 1<sup>st</sup> April, 2016.

It was argued by learned counsel for the parties that one of the major contributors to the current pollution levels is the construction activities going on in the National Capital Region. It was submitted that Union of India and State Governments concerned must be directed to take steps to enforce the C.E.C.B. rules and norms against those engaged in such

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

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construction activities to prevent further rise of pollution levels. We see no reason to decline a direction to that effect. C.P.C.B. norms regarding prevention of pollution by putting curtains and other devices at construction sites must be strictly enforced by the enforcement agencies concerned. We direct accordingly.

It is also contended by learned counsel for the parties that one of the contributors to the pollution is burning of solid waste by local bodies like M.C.D., N.D.M.C and institutions that generate such waste. It was submitted that burning of solid waste was impermissible under the relevant rules and that lapses on the part of the concerned authorities in the matter of enforcing the said rules is contributing to the deteriorating situation. It was, therefore, prayed that authorities including the local bodies and institutions within the National Capital Region be directed to refrain from disposing of solid waste by burning such waste and to take steps for proper management/disposal of such waste in a scientific manner following the norms and the requirements of the relevant rules in that regard. We see no reason to decline that prayer either. We accordingly direct that the State Government and the local bodies concerned including M.C.D., N.D.M.C. and all other institutions that are generating solid waste shall take steps to ensure that no part of such waste is burnt and that proper arrangements are made for disposal of such waste in a scientific way without causing any hazard to environment.

Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



Dated 05/06/2026

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There are a few other suggestions also mooted by learned counsel for NCT of Delhi with which we are not dealing at present as learned counsel for Union of India and the amicus curiae wanted some time to examine the same and make their submission. They may do so on or before the next date of hearing.

Mr. Shyam Divan, learned counsel for the toll collector-SMRA Corporation Ltd, prayed for early hearing of his (I.A. No.368) for modification of our Order dated 2<sup>nd</sup> October, 2015 as according to the learned counsel, the diversion of vehicular traffic away from Delhi is seriously impacting the contract entered into by the applicant with M.C.D.

In the circumstances, therefore, while we adjourn these proceedings to Tuesday, the 3<sup>rd</sup> January, 2016 to be listed along with all pending applications including those filed by the toll collector, we direct that steps that we have indicated hereinabove shall be taken by all concerned in the right earnest notwithstanding any order to the contrary passed by any court or authority or Tribunal whatsoever.

Post on 3<sup>rd</sup> January, 2016.

.....CJI,  
(T.S. THAKUR)

.....J.  
(A.K. SIKRI)

.....J.  
(R. BANUMATHI)

NEW DELHI  
DATED 16<sup>th</sup> DECEMBER, 2015.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

(TO BE PUBLISHED IN PART II OF THE DELHI GAZETTE, EXTRAORDINARY)  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DEPARTMENT OF ENVIRONMENT  
6<sup>TH</sup> FLOOR, WING, DELHI SECRETARIAT, 1<sup>ST</sup> ESTATE, NEW DELHI-110002

No. F10(13)/Env/2015/400-742

Dated: 23/12/2015

## NOTIFICATION

In compliance with the order dated 16-12-2015 of Hon'ble Supreme Court in I.A. No. 368, 367, 366, 370, 371, 372 in I.A. No. 365 in I.A. No. 345, I.A. No. 368, 373, 374 in I.A. No. 366 in I.A. No. 365 in I.A. No. 345 in Writ Petition (Civil) No. 18028/1985, with Writ Petition (Civil) No. 817 of 2015, Writ Petition (Civil) No. 115 of 2013 and Writ Petition (Civil) No. 726 of 2016 and in continuation with the Notification No. F10(13)/Env/2015/187-5185 dated 20.10.2015, Environment Compensation Charge (ECC) on Delhi-bound light and heavy duty commercial vehicles loaded with goods shall be on the following rates:

- (i) Category 2 (light duty vehicles etc) and  
Category 3 (2 axle trucks)

Rs. 3500/-

- (ii) Category 4 (3 axle trucks) and  
Category 5 (4 axle trucks and above)

Rs. 2500/-

The aforesaid rate shall come into effect from the date of the order dated 16-12-2015 of Hon'ble Supreme Court.

(Kulwant Joshi)

Special Secretary (Environment)

No. F10(13)/Env/2015/

Dated:

Copy to:

1. Secretary to Lieutenant Governor, Delhi
2. Pr. Secretary to Chief Minister, GNCTD
3. Secretary to Dy. Chief Minister, GNCTD
4. Secretary to Transport Minister, GNCTD
5. Secretary to Environment Minister, GNCTD
6. Secretary to All Ministers, GNCTD
7. OSD to Chief Secretary, GNCTD
8. Commissioner, Delhi Police
9. Commissioner, Transport, GNCTD
10. Pr. Secretary (UD), GNCTD
11. Pr. Secretary (UD), GNCTD
12. Pr. Secretary (Finance), GNCTD
13. Commissioner South MCD / North MCD / East MCD
14. Spl. Commissioner (Traffic), Delhi Police
15. All Secretaries and Head of the Departments, GNCTD
16. Secretary, Ministry of Environment, Forest & Climate Change, Govt. of India
17. Secretary, Ministry of Road Transport and Highways, Govt. of India
18. Chief Secretaries of Uttar Pradesh, Haryana and Rajasthan
19. Chairman, Environment Pollution (Prevention and Control) Authority (EPCA)
20. Chairman, Central Pollution Control Board, Delhi
21. The Special Secretary (GAD/Coord.), Govt. of NCT of Delhi (in duplicate, alongwith Hindi version of the same) for publication in Delhi Gazette (Extra-Ordinary part-I). It is requested that five copies of the Gazette may kindly be sent to this Department for official record.
22. PS to Secretary (Environment), GNCTD
23. Guard File

(Kulwant Joshi)

Special Secretary (Environment)

Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

**(TO BE PUBLISHED IN PART IV OF THE DELHI GAZETTE: EXTRAORDINARY)  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DEPARTMENT OF ENVIRONMENT  
6<sup>TH</sup> LEVEL, 'C' WING, DELHI SECRETARIAT, IP ESTATE, NEW DELHI-110002**

No: F10(13)/Env/2015/ 93-136

Dated: 05/06/2026

**AMENDMENT IN NOTIFICATION**

In Point No. (i) of the Notification No.F.10(13)/Env/2015/7400-7422 dated 23.12.2015 with respect to Environment Compensation Charge (ECC) on Delhi bound light and heavy duty commercial vehicles loaded with goods issued by Department of Environment, Govt of NCT of Delhi for publication in Part IV of Delhi Gazette Extraordinary, Rs. 1300/- is to be read as Rs. 1400/-.

(Kulanand Joshi)  
Special Secretary (Environment)

No: F10(13)/Env/2015/

Dated:

Copy to:

1. Secretary to Lieutenant Governor, Delhi
2. Pr. Secretary to Chief Minister, GNCTD
3. Secretary to Dy. Chief Minister, GNCTD
4. Secretary to Transport Minister, GNCTD
5. Secretary to Environment Minister, GNCTD
6. Secretary to All Ministers, GNCTD
7. OSD to Chief Secretary, GNCTD
8. Commissioner, Delhi Police
9. Commissioner, Transport, GNCTD
10. Pr. Secretary (UD), GNCTD
11. Pr. Secretary (UD), GNCTD
12. Pr. Secretary (Finance), GNCTD
13. Commissioner South MCD / North MCD / East MCD
14. Spl. Commissioner (Traffic), Delhi Police.
15. All Secretaries and Head of the Departments, GNCTD
16. Secretary Ministry of Environment, Forest & Climate Change, Govt. of India
17. Secretary Ministry of Road Transport and Highways, Govt. of India
18. Chief Secretaries of Uttar Pradesh, Haryana and Rajasthan
19. Chairman, Environment Pollution (Prevention and Control) Authority (EPCA)
20. Chairman, Central Pollution Control Board, Delhi
21. The Special Secretary (GAD/Coord.), Govt. of NCT of Delhi (in duplicate alongwith Hindi version of the same) for publication in Delhi Gazette (Extra-Ordinary part- IV). It is requested that five copies of the Gazette may kindly be sent to this department for official record.
22. PS to Secretary (Environment), GNCTD.
23. Guard File.

(Kulanand Joshi)  
Special Secretary (Environment)

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

IN THE SUPREME COURT OF INDIA

CIVIL ORIGINAL JURISDICTION

I.A.No.366, 367, 368, 370 in I.A. No. No.365 in I.A.No.345.  
I.A.No.369, 373, 374 In I.A.No.366 In I.A.No.365 In I.A.No.345 in  
Writ Petition(s) (Civil) No(s). 13029/1985

M.C.MEHTA

Petitioner.

VERSUS

UNION OF INDIA & ORS.

Respondents

WITH

Writ Petition (Civil) No.817 of 2015

SMYR CONSORTIUM LLP & ANR.

Petitioners

VERSUS

GOVERNMENT OF NATIONAL CAPITAL  
TERRITORY OF DELHI & ORS.

Respondents

O R D E R

This order shall dispose of W.P. (C) No.817 of 2015  
filed under Article 32 of the Constitution of India and  
I.As. No.366, 369, 370, 373 and 374 filed by the SMYR  
Consortium LLP and I.As. No. 367 and 368 filed by the  
Municipal Corporation of Delhi (SDMC) in W.P.(C)  
No.13029 of 1985.

Writ Petition (Civil) No.13029 of 1985 pending in this

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

Court for over three decades has been filed in public interest by Shri M.C.Mehta, a noted environmentalist, in which the petitioner primarily seeks directions considered suitable for improving the environment in the national capital region. A series of orders have been passed by this Court in the said petition over the past 30 years. What, however, has triggered the controversy raised in Writ Petition (c) No.817 of 2015 and the connected applications being disposed of by this Order is an order passed by this Court on 9<sup>th</sup> October, 2015, by which this Court had, *inter alia*, directed levy of "Environmental Compensation Charge" (ECC) of Rs.700/- and Rs.1300/- for the categories of vehicles, mentioned in the said order. Passenger vehicles, ambulances and vehicles carrying essential commodities like food-stuffs were, however, exempted from the said charge and so were oil tankers. The collection of ECC, from the vehicles entering Delhi from several entry points at the periphery was entrusted to the petitioner in Writ Petition(Civil) No.817 of 2015 viz. SMYR Consortium LLP (hereinafter referred to as 'SMYR' or 'toll collector') who is the toll collector, by virtue of a contract entered into between the SMYR and South Delhi Municipal Corporation. The proceeds of the collections are to be eventually handed over to the

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



Government of NCT of Delhi by the Friday of every week. Delhi Government was in turn directed to furnish accounts of the receipts and the expenditure incurred to Environment Pollution (Prevention and Control) Authority (EPCA) and to this Court on a quarterly basis. This Court had further directed the toll collector to put in place a Radio Frequency Identification (RFID) system at its own cost at nine main entry points in the city by November 30, 2015 and on the remaining 118 entry points by 31<sup>st</sup> January, 2016 failing which the toll collector was to be treated as being in breach of their contractual obligation. Several other directions were issued by this Court which are of no immediate relevance for disposal of the present writ petition and the interlocutory applications. Pursuant thereto, Govt. of NCT of Delhi has issued notification dated 20<sup>th</sup> October, 2015 and modified notification dated 30<sup>th</sup> October, 2015 imposing ECC as per the rates mentioned in the order dated 9<sup>th</sup> October, 2015.

The above directions were then followed by yet another order passed by us on 16<sup>th</sup> December, 2015, by which we had, apart from raising the levy, issued certain further directions including a direction that traffic from N.H.-1 connecting the Northern States to Delhi and N.H.-8 connecting Jaipur and Western parts of the country to the

  
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WR @ No.13029 of 1985

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national capital Delhi shall be diverted to bypass the city. Certain other directions regarding conversion of diesel taxis into C.N.G.-run vehicles and regarding registration of SUVs and private cars of the capacity of 2000 cc and above running on diesel fuel were also issued. This order paved way for yet another notification dated 23<sup>rd</sup> December, 2015 revising the rates of ECC.

As pointed out above, SMYR has a toll-collecting contract from respondent No.2-South Delhi Municipal Corporation (SDMC) effective from 16<sup>th</sup> May, 2015. The contract is meant to last for a period of three years ending 16<sup>th</sup> May, 2018. The contract, *inter alia*, provides for installation of RFID system by the contractor at its own costs at 9 entry points within a period of six months and the remaining over an unspecified period of time. The contract envisages payment of a sum of Rs.10,54,13,115/- to be made by SMYR on every Tuesday of every succeeding week. SMYR, in terms of the contract, is required to furnish bank guarantees for the due and faithful performance of the contractual obligations undertaken by it.

The case of the SMYR is that on account of the direction issued by this Court in terms of our orders

  
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dated 9<sup>th</sup> October, 2015 and 16<sup>th</sup> December, 2015, the vehicular traffic entering the national capital has been reduced considerably not only on account of the direction regarding diversion of vehicles that are not Delhi-bound, away from Delhi but also on account of the imposition and later enhancement of the levy towards ECC. The petitioner's further case is that on account of the orders passed by this Court and the adverse impact it has had on the collection of toll, it has been unable to remit the stipulated amount of Rs.10.54 crores per week for the weeks commencing 2<sup>nd</sup> November, 2015. The petitioner's further grievance is that on account of the fall in the vehicular traffic and the resultant lower levels of collection, it could remit to the respondent-Corporation a lesser amount proportionate to the incoming vehicular traffic i.e. 70% of the contractual amount, which left a deficit of nearly Rs.28.46 crores between 2<sup>nd</sup> November, 2015 and 28<sup>th</sup> December, 2015. Taking note of the said deficit, the SDMC has, it appears, encashed three of the bank guarantees furnished by the petitioner-toll collector for a sum of Rs.21.19 crores (approximately).

Aggrieved by the imposition of the ECC in terms a notification dated 20<sup>th</sup> October, 2015, as modified by notifications dated 30<sup>th</sup> October, 2015 and 23<sup>rd</sup> December,

  
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2015, the SMYR has filed the present writ petition in which it has prayed for a certiorari, quashing the said notifications and a writ of prohibition restraining respondent no.1-Government of NCT of Delhi from acting in terms or in furtherance thereof. The petitioner has, apart from WP No.13029 of 1985, filed interlocutory applications mentioned above for modification of the Orders passed by this Court, imposing ECC on the Delhi bound vehicles.

Appearing for SMYR - Mr. Shyam Divan, learned senior counsel, strenuously argued that the imposition of ECC by the Government of NCT of Delhi in terms of the impugned notification was unsupported by any legal sanction. He urged that the notification was no more than an executive order by which no levy like the one imposed there under could be lawfully imposed. He submitted that although the notifications in question have been issued pursuant to the orders passed by this Court yet the same have to be tested on their own merit and by reference to the constitutional provisions which do not permit levy of any such charge on vehicles entering any local area. He submitted that there was no legislative sanction leave alone any constitutional authority under which a notification could impose or legitimize recovery of any such charge especially when the

  
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same impacted an existing contract, lawfully entered between two independent and unrelated parties.

Alternatively, it was submitted by Mr. Divan that keeping in view the changed scenario and the fact that the number of vehicles entering Delhi would stand further reduced on account of further directions issued by this Court, the contract awarded in favour of the petitioner was no longer feasible. He urged that the petitioner could be given the option to exit on terms considered reasonable to avoid complication including litigation that may inevitably follow any action which the parties to the contract may choose to take. It was submitted that the petitioner was ready and willing to continue on the existing contractual terms upto 31<sup>st</sup> January, 2016, to enable any alternative arrangement made by the respondent-Corporation to take effect from 1<sup>st</sup> February, 2016. It was urged that in order to give a quietus to the controversy relating to the legality of the notifications as also the rights and obligations of the parties under the contract executed between the petitioner and the respondent-Corporation, this Court could in exercise of its power under Article 142 of the Constitution of India, pass appropriate directions to ensure a smooth transition for a take-over by the new contractor to be appointed by

  
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the Corporation.

Elaborating that submission, Mr. Divan pointed out that consequent upon the directions issued by this Court the petitioner had made arrangements for collection of the ECC at the stipulated rate by engaging an additional work force comprising nearly 800 persons to man the entry points for the collection work. This, according to Mr. Divan, involved an additional expenditure towards salaries/wages of those engaged by the petitioner was in range of Rs.1,00,00,000/- (Rupees one crore) per month approximately. The petitioner had according to Mr. Divan, incurred additional monthly running expenses to the tune of rupees one crore approximately. This according to Mr. Divan entitled the petitioner toll-collector to claim service charge for the service provided by the petitioner to the Government of NCT by way collection of the ECC on its behalf. Directions for payment of the service charge could, according to the learned counsel, issue by debiting to the ECC amount deposited with the Government. Relying upon a Circular dated 15<sup>th</sup> June, 2007 issued by NHAI, Mr. Divan argued that according to the said circular, the service charge prescribed by the Highway Authority ranged from 14% to 20%.

  
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It was further submitted that the petitioner itself was paying a service charge of 13.5% to M/s. ITNL Toll Management Services Limited which was rendering service to the petitioner at Delhi-Noida-Delhi (D.N.D.) flyover. Reliance was also placed on a similar charge being paid by him at the rate of 7% to M/s. Badarpur Faridabad Tollway Limited which was engaged for rendering similar toll collection service to the petitioner at the Badarpur entry point. It was urged that keeping in view the circular issued by the National Highways Authority of India (NHAI) as also the service charge being paid by the petitioner to its service providers, the petitioner would be entitled to a service charge of a minimum of 10% if not more of the amount collected towards ECC.

Mr. Divan further submitted that in addition to the payment of service charge, the petitioner ought to be suitably compensated for transfer of the infrastructure put in place in connection with the collection of toll and ECC. The infrastructure comprises computer software, hardware, CCTV, lights, stationary and fixtures etc. which were under the terms of the contract liable to be handed over to the Corporation at the end of the contractual but will now be made over to the corporation or its contractor due to premature exit of the petitioner. It was submitted

  
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that if this Court were to find it difficult to estimate the value of the equipment so installed for purposes of assessing the amount of compensation payable to the petitioner, the least this Court could do was to keep the said aspect in mind while determining the extent of service charge payable to it.

On behalf of the respondent-South Delhi Municipal Corporation (SDMC), it was contended by Ms. Pinky Anand that the Corporation considers the writ-petitioner to be in default and proposes to terminate the contract, invoke the bank guarantees furnished by it and recover the amount otherwise contractually payable by the contractor. She urged that the contractor had defaulted in the performance of its contractual obligations as it had failed to pay the contracted amount of Rs.10.54 crores (approximately) every week between 2<sup>nd</sup> November, 2015 and 3<sup>rd</sup> January, 2016. There was, according to Ms. Pinky Anand, a deficit of Rs.28.46 crores (approximately) for the above period which has been partially recovered by the respondent-Corporation by invoking three bank guarantees totalling a sum of Rs.21.19 crores (approximately) leaving a balance of Rs.7.26 crores (approximately). She submitted that if the contract were to be terminated as the Corporation proposes to do, the Corporation would in addition be entitled to

  
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claim a penalty of 20% of the total toll-contract fees amounting to Rs.330.69 crores against which the petitioner was required to furnish a performance bank guarantee of Rs.179.98 (approximately), but has furnished bank guarantees for a lesser amount promising to make up the deficiency in due course. The petitioner could also be blacklisted and so could its LL.P partners. She submitted that all these options were open to the Corporation yet the Corporation was not averse to allowing the contractor to exit if such exit is considered just and proper by this Court in the peculiar circumstances of the case.

Mr. Harish N. Salve, learned senior counsel who has been assisting us in these matters submitted that the changed situation in which the contractor is placed, on account of the orders passed by this Court, may have really made the toll collection contract unworkable, although the contractor has had from the very beginning a clear idea that vehicles that were not Delhi bound, were not supposed to enter Delhi and were in terms of the contract required to be diverted to bye-pass Delhi. The directions issued by this Court restraining of vehicles from entering Delhi may, in that view, have had no real impact on the collection of toll legitimately payable by such vehicles. Even so, the Corporation may, argued Mr.

  
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Salve, be justified in annulling the arrangement as the earlier contract, inter alia, provides for installation and operation of the Radio Frequency Identification (RFID) systems by the toll collecting contractor which may not be the right thing to do keeping in view the fact that RFID system will remain available to the toll collecting contractor for any possible manipulation. The ideal thing which according to Mr. Salve, could be done was to direct installation and operation of RFID system by an agency other than the contractor, appointed to collect the toll. This, according to Mr. Salve, may not be possible in the given situation as the contract, executed between the parties, is a composite contract for collection of toll as well as for installation of RFID system. The exit proposal given by Mr. Divan, could, therefore, be a reasonable solution not only for the contractor to part company but also for the Corporation to take a call on appointing independent agencies for collection of toll and installation of the RFID system.

On the question of payment of service charge to the petitioner towards the service provided by way of collection of the ECC in terms of the orders passed by this Court, Mr. Salve submitted that the additional duty cast upon the petitioner toll contractor may have

  
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certainly involved engagement of additional man-power but the determination of the extent of expenditure on the same may require a comprehensive exercise which may not be feasible in these proceedings.

Even so, the figures provided by the petitioner, contended Mr. Salve, suggest that there was an additional outlay towards employment of additional hands for manning the system and for collection of the ECC and other expenses incurred in that regard. All such expenses would not, however, exceed Rs.2,00,00,000/- (Rupees two crores) per month. The service charge claimed by the contractor should not exceed Rs.2,00,00,000/- (Rupees two crores) per month for a period of three months i.e. November 2015, December 2015 and January 2016. The total amount for those three months would work out to Rs.6,00,00,000/- (Rupees six crores) in all, which amount this Court could consider awarding in favour of the petitioner towards compensation for the service rendered by it in the matter of collection of ECC. Mr. Salve was not averse to this Court taking into consideration the fact that the present set-up/system put in place by the petitioner would now be transferred to the new contractor/agency to be chosen by the Corporation which could also be suitably assessed for purposes of compensating the outgoing contractor. He urged

  
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that taking an overall view of all the aspects a total amount of Rs.7,26,30,799/- representing the differential which should have been paid and which remained short-paid by the petitioner could be set-off against the amount payable to the petitioner towards service charge/compensation for the infrastructure and premature termination of the toll collection contract and the petitioner be allowed to exit the contractual arrangement subject to the petitioner depositing, on a weekly basis, the contracted amount Rs.10,54,13,115/- for the remaining three weeks of January 2016.

We have given our anxious consideration to the submissions made at the Bar. It is rarely, if ever, that this Court interferes with an arrangement in the realm of contract by exercising its powers under Article 142 of the Constitution especially when it is an on-going contract. But the present is a case where the parties agree that their rights and obligations be decided by this Court in these proceedings only. Recourse to separate legal proceedings would lead to multiplicity and unnecessary procrastination. The case at hand is in that sense distinguishable from the rest. We say so because we are dealing here with a situation where an on-going contract has been affected by what is perceived to be a fall-out of

  
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judicial orders passed by this court. Diversion of vehicles whether on account of orders directing such diversion or on account of environment cess imposed upon those entering Delhi, has had its impact, no matter the extent of such impact cannot be accurately assessed on a scientific basis. That apart, the proposed installation of RFIDs to improve the existing method of collection will, according to M/s. Harish N. Salve and Pinky Anand, take around nine months. An end of the current arrangement will help in taking steps for improving the system by using modern technology. We are also of the view that the existing contractual arrangement if terminated will not reduce litigation but also pave way for an all round improvement in the system; particularly when the proposed termination of the contract by the corporation on the ground that there was a default on the part of the contractor has not fructified so far. Even today, when the matter came up for final hearing and disposal, Ms. Anand was not armed with a termination order to be served upon the respondent. All that was said was that the option of terminating the contract was available, as indeed it would be, if a default is committed by the contractor, but the fact of the matter is that no termination has yet taken place. That being the position

  
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the parties have upon consideration of the pros and cons of the situation and eventually agreed to the petitioner being given an honourable exit upon terms and conditions that have been worked out by them with the help of Mr. Salve, learned amicus.

As rightly mentioned by Mr. Salve, there is a total deficit of Rs.7,26,30,799/- upto 5<sup>th</sup> January, 2016. That amount if set-off against the claim which the petitioner makes towards service charge and compensation for the infrastructure payable to it, including software, hardware, CCTV, lights, stationary and fixtures etc. and further including compensation for a premature termination of the contract will put an end to the uncertainty that looms large over the entire arrangement. Any such settlement will finally determine rights and obligations of the parties flowing from the contract. In the circumstances, therefore, it is unnecessary for us to deal with the merits of the challenge mounted by the petitioner. Instead, the matters, with the consent of counsel for the parties, stand disposed of with the following directions:

- (1) The petitioner-SMYR Consortium LLP shall continue to collect toll and ECC as before, at the rates stipulated

  
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for that purpose and deposit Rs.10,54,13,115/- towards toll every week with the respondent-South Delhi Municipal Corporation (SDMC) till the end of January, 2016.

(2) The amount collected towards ECC shall be deposited with the Government of NCT of Delhi.

(3) In the event of default in the making of deposit(s), as mentioned above, the respondent-Corporation shall be free to encash the bank guarantees available with it and forfeit the securities provided by the petitioner.

(4) The managing partner(s) of the petitioner-SMYR Consortium LLP shall in addition file individual undertakings in this Court undertaking to faithfully comply with the above directions. Undertakings shall be filed by the managing partner(s) within one week from today.

(5) The amount Rs.7,26,30,799/- short deposited by the Writ Petitioner shall stand set-off towards compensation payable to the petitioner for services rendered by it and for premature termination of the contract. The said amount shall, however, be reimbursed to respondent-Corporation by the Govt. of NCT of Delhi from the amount collected towards ECC and deposited with the Government of NCT of

  
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Delhi. The reimbursement shall be made within four weeks from today.

(6) The respondent-Corporation shall be free to make any alternative arrangement in the manner considered appropriate but whatever be the arrangement made by it, the same shall be made effective not only for collection of the toll but also the ECC. The Corporation would do well to initiate proper action in that direction well in time so that necessary arrangement is put in place by Monday, the 1<sup>st</sup> February, 2016.

(7) The petitioner and the respondent-Corporation shall have no further claims against each other, on any count whatsoever, arising out of or in connection with the contract which shall w.e.f. 1<sup>st</sup> February, 2016 stand terminated as fully satisfied on the terms, mentioned above.

(8) We make it clear that this order has been passed in the peculiar circumstances of this case in exercise of our power under Article 142 of the Constitution of India and shall not be a precedence for other cases.

(9) Upon satisfactory compliance with the above directions in regard to deposit of the money etc. and handing over of

  
Assistant Commissioner  
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Municipal Corporation of Delhi

the existing system with all the related infrastructure, after proper inventorisation etc., the bank guarantees lying with the respondent-Corporation shall be returned to the petitioner-SMYR Consortium LLP.

.....CJI.  
(T.S. THAKUR)

.....J.  
(A.K. SIKRI)

.....J.  
(R. BANUMATHI)

NEW DELHI  
DATED 7<sup>th</sup> JANUARY, 2016.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

(TO BE PUBLISHED IN PART IV OF THE DELHI GAZETTE: EXTRAORDINARY)  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DEPARTMENT OF ENVIRONMENT

6<sup>TH</sup> LEVEL, 'C' WING, DELHI SECRETARIAT, 1<sup>ST</sup> FLOOR, NEW DELHI-110002

No: F10 (13)/Env/2015/ 436-458

Dated: 21.01.2016

**NOTIFICATION**

In continuation of notification No. F10 (13)/Env/2015/8187-8189 dated 20.10.2015, notification no. F10 (13)/Env/2015/8348-8372 dated 30.10.2015, notification no. F10 (13)/Env/2015/7400-7422 dated 23.12.2015 and amendment notification no. F10 (13)/Env/2015/88-130 dated 08.01.2016, issued by Department of Environment, Govt. of NCT of Delhi in compliance of the Hon'ble Supreme Court's orders dated 09.10.2015 and 18.12.2015 regarding Environment Compensation Charge (ECC) and in pursuance to the clarification given in the meeting taken by Environment Pollution (Prevention and Control) Authority (EPCA) on 18.12.2015, following are the clarification for implementation of above said notifications:

1. Any vehicle, which is partially laden or carrying any goods (which are not under the exempted category and is bound for Delhi) will be treated as laden vehicle and will pay twice the ECC as stipulated by Hon'ble Supreme Court in its order dated 09.10.2015 i.e. @ Rs 1400/- for category 2 (light duty vehicles etc) and category 3 (2 axle trucks) per vehicle, and Rs 2800/- for category 4 (3 axle trucks) and category 5 (4 axle trucks and above) per vehicle.
2. A non-laden vehicle will be one which is completely empty and has no goods whatsoever and will be charged the ECC as stipulated by Hon'ble Supreme Court in its order dated 09.10.2015.
3. CNG fuelled vehicles will be given exemption.
4. The vehicles will be treated as exempt if it is carrying exempted goods (defined as per Delhi Govt. notification of October 30, 2015) if it is carrying at least three-fourth of its carrying capacity.

(Kulwant Joshi)

Special Secretary (Environment)

No: F10 (13)/Env/2015/ 436-458

Dated: 21.01.2016


**Copy to :**

1. Secretary to Lieutenant Governor, Delhi
2. Pr. Secretary to Chief Minister, GNCTD
3. Secretary to Dy. Chief Minister, GNCTD
4. Secretary to Transport Minister, GNCTD
5. Secretary to Environment Minister, GNCTD.
6. Secretary to All Ministers, GNCTD
7. OSD to Chief Secretary, GNCTD
8. Commissioner, Delhi Police
9. Commissioner, Transport, GNCTD.
10. Pr. Secretary (UD), GNCTD
11. Pr. Secretary (PWD), GNCTD
12. Pr. Secretary (Finance), GNCTD
13. Commissioner South MCD / North MCD / East MCD
14. Spt. Commissioner (Traffic), Delhi Police.
15. All Secretaries and Head of the Departments, GNCTD

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16. Secretary Ministry of Environment, Forest & Climate Change, Govt. of India
17. Secretary Ministry of Road Transport and Highways, Govt. of India
18. Chief Secretaries of Uttar Pradesh, Haryana and Rajasthan
19. Chairman, Environment Pollution (Prevention and Control) Authority (EPCA)
20. Chairman, Central Pollution Control Board, Delhi
21. Special Secretary (GAD/Coord.), Govt. of NCT of Delhi (In duplicate alongwith Hindi version of the same) for publication in Delhi Gazette (Extra- Ordinary part-IV). It is requested that five copies of the Gazette may kindly be sent to this department for official record.
22. PS to Secretary (Environment), GNCTD.
23. Guard File.

  
(Kulwant Jeehi)  
Special Secretary (Environment)

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

(TO BE PUBLISHED IN PART IV OF THE DELHI GAZETTE - EXTRAORDINARY)  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DEPARTMENT OF ENVIRONMENT  
8TH LEVEL, 'C' WING, DELHI SECT-1, IP ESTATE, NEW DELHI-110002  
No.F10(13)/Env/2015/1049-1072  
Dated: 15/02/2016

**NOTIFICATION**

Whereas, Transport Department, Government of NCT of Delhi has communicated that Sr. Standing Counsel (Civil) of Govt. of NCT of Delhi, in hearing dated 21.1.2016 in LA No. 37/2015 in Writ Petition (Civil) No. 13028/1985, before the Hon'ble Supreme Court has stated that Govt. of NCT of Delhi would bring out a Notification exempting those vehicles which are carrying Egg and / or-lee, from levy of Environment Compensation Charges.

Therefore, the second para of the Notification No. F.10(13)/Env/2015/8345-8372 Dated 30.10.2015 issued in compliance to the order dated 8.10.2015 of Hon'ble Supreme Court in Interlocutory Application No. 345 of 2015 and No. 386 of 2015 in Writ Petition (Civil) No. 13028/1985 "The vehicles carrying raw vegetables, fruits, grains, milk and tankers carrying petroleum products" shall be taken to mean "the vehicles carrying raw vegetables, fruits, grains, milk, egg, lee that is to be used as food item, and tankers carrying petroleum products".

No.F10(13)/Env/2015/1049-1072

(Kulnand Joshi)  
Special Secretary (Environment)  
Dated: 15/02/2016

Copy forwarded for information and notes.

1. Secretary to Lieutenant Governor, Delhi.
2. Pr. Secretary to Chief Minister, GNCTD.
3. Secretary to Dy. Chief Minister, GNCTD.
4. Secretary to Transport Minister, GNCTD.
5. Secretary to Environment Minister, GNCTD.
6. Secretary to All Ministers, GNCTD.
7. OSD to Chief Secretary, GNCTD.
8. Sr. Standing Counsel (Civil), GNCTD.
9. Commissioner, Delhi Police.
10. Commissioner, Transport, GNCTD w.r.t. No. F.10(13)/CAP/TP/PCD/2015/Part File-I (CD No. 676331638).
11. Pr. Secretary (UD), GNCTD.
12. Pr. Secretary (PWD), GNCTD.
13. Pr. Secretary (Finance), GNCTD.
14. Commissioner South MCD / North MCD / East MCD.
15. Spl. Commissioner (Traffic), Delhi Police.
16. All Secretaries and Head of the Departments, GNCTD.
17. Secretary Ministry of Environment, Forest & Climate Change, Govt. of India.
18. Secretary Ministry of Road Transport and Highways, Govt. of India.
19. Chief Secretaries of Uttar Pradesh, Haryana and Rajasthan.
20. Chairman, Environment Pollution (Prevention and Control) Authority (EPCA).
21. Chairman, Central Pollution Control Board, Delhi.
22. The Special Secretary (GAD/Coord.), Govt. of NCT of Delhi (in duplicate alongwith Hindi version of the same) for publication in Delhi Gazette (Extra - Ordinary part-IV). It is requested that five copies of the Gazette may kindly be sent to this department for official record.
23. PS to Secretary (Environment), GNCTD.
24. Guard File.

(Kulnand Joshi)  
Special Secretary (Environment)

Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

(TO BE PUBLISHED IN PART IV OF THE DELHI GAZETTE, EXTRAORDINARY)  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DEPARTMENT OF ENVIRONMENT  
8<sup>TH</sup> LEVEL, 'C' WING, DELHI SECRETARIAT, IP ESTATE, NEW DELHI-110002

No. F10 (13)/Env/2015/1610-1632

NOTIFICATION

Dated 04/3/16

In continuation of notification No. F10 (13)/Env/2015/6167-6189 dated 20.10.2015, notification no. F10 (13)/Env/2015/6345-6372 dated 30.10.2015, notification no. F10 (13)/Env/2015/7400-7422 dated 23.12.2015, amendment notification no. F10 (13)/Env/2015/88-130 dated 05.01.2016, notification no. F10 (13)/Env/2015/436-458 dated 21.01.2016 and notification no. F10 (13)/Env/2015/1049-1072 dated 15.02.2016 issued by Department of Environment, Govt. of NCT of Delhi in compliance of the Honble Supreme Court's orders dated 09.10.2015 and 16.12.2015 regarding Environment Compensation Charge (ECC) and in pursuance to the letter no. EPCA/2016/12 dated 26.02.2016 of Environment Pollution (Prevention and Control) Authority (EPCA), Environment Compensation Charge (ECC) shall be levied by the corporation beyond 29.02.2016 till further orders.

(Kulnand Joshi)  
Special Secretary (Environment)

No. F10 (13)/Env/2015/1610-1632

Dated 04/3/16

Copy to:

1. Secretary to Lieutenant Governor, Delhi
2. Pr. Secretary to Chief Minister, GNCTD
3. Secretary to Dy. Chief Minister, GNCTD
4. Secretary to Transport Minister, GNCTD
5. Secretary to Environment Minister, GNCTD
6. Secretary to All Ministers, GNCTD
7. OSD to Chief Secretary, GNCTD
8. Commissioner, Delhi Police
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12. Pr. Secretary (Finance), GNCTD
13. Commissioner South MCD / North MCD / East MCD
14. Spl. Commissioner (Traffic), Delhi Police
15. All Secretaries and Head of the Departments, GNCTD
16. Secretary Ministry of Environment, Forest & Climate Change, Govt. of India
17. Secretary Ministry of Road Transport and Highways, Govt. of India
18. Chief Secretaries of Uttar Pradesh, Haryana and Rajasthan
19. Chairman, Environment Pollution (Prevention and Control) Authority (EPCA)
20. Chairman, Central Pollution Control Board, Delhi
21. Special Secretary (GAD/Coord.), Govt. of NCT of Delhi (in duplicate, alongwith Hindi version of the same) for publication in Delhi Gazette (Extra-Ordinary part-IV). It is requested that five copies of the Gazette may kindly be sent to this department for official record.
22. PS to Secretary (Environment), GNCTD
23. Guard File.

(Kulnand Joshi)  
Special Secretary (Environment)

Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



(TO BE PUBLISHED IN PART IV OF THE DELHI GAZETTE, EXTRAORDINARY)  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DEPARTMENT OF ENVIRONMENT  
6<sup>TH</sup> LEVEL, 'C' WING, DELHI SECRETARIAT, IP ESTATE, NEW DELHI-110002

No. F10 (13)/Env/2015/2436-2440

## NOTIFICATION

Dated 26/1/16

In continuation of notification No. F10 (13)/Env/2015/6167-6180 dated 20.10.2015, notification no. F10 (13)/Env/2015/6345-6372 dated 30.10.2015, notification no. F10 (13)/Env/2015/7400-7422 dated 23.12.2015, amendment notification no. F10 (13)/Env/2015/88-130 dated 05.01.2016, notification no. F10 (13)/Env/2015/436-458 dated 21.01.2016, notification no. F10 (13)/Env/2015/1049-1072 dated 15.02.2016 and notification no. F10 (13)/Env/2015/1610-1632 dated 04.03.2016 issued by Department of Environment, Govt. of NCT of Delhi in compliance of the Hon'ble Supreme Court's orders dated 09.10.2015 and 16.12.2015 regarding Environment Compensation Charge (ECC) and in pursuance of directions of the Environment Pollution (Prevention and Control) Authority (EPCA) as per minutes of meeting held on 10.03.2016 the following decisions are hereby notified:

1. The toll collector shall flash the vehicle number of the violator, who do not comply with notifications on levy of **Environment Compensation Charge**, on Police Control Room No. 100 immediately after the incident.
2. The toll collector shall file a FIR at the concerned police station and the police shall take appropriate action at the earliest.
3. If a vehicle is caught either without paying ECC/ non-destined to Delhi/ pre-2006 registered, then a fine of 10 times of the applicable ECC shall be imposed. In case the offence of unauthorized entry is committed more than three times, the vehicle shall be impounded for a minimum period of 01 month and the Registration Certificate of the vehicle will be suspended.



(Kulnand Joshi)  
Special Secretary (Environment)

No. F10 (13)/Env/2015/2436-2440

Dated 26/1/16

## Copy to:

1. Secretary to Lieutenant Governor, Delhi
2. Pr. Secretary to Chief Minister, GNCTD
3. Secretary to Dy. Chief Minister, GNCTD
4. Secretary to Transport Minister, GNCTD
5. Secretary to Environment Minister, GNCTD
6. Secretary to All Ministers, GNCTD
7. OSD to Chief Secretary, GNCTD
8. Commissioner, Delhi Police
9. Commissioner, Transport, GNCTD

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

16. Secretary Ministry of Environment, Forest & Climate Change, Govt. of India
17. Secretary Ministry of Road Transport and Highways, Govt. of India
18. Chief Secretaries of Uttar Pradesh, Haryana and Rajasthan
19. Chairman, Environment Pollution (Prevention and Control) Authority (EPCA)
20. Chairman, Central Pollution Control Board, Delhi
21. Special Secretary (GAD/Coord.), Govt. of NCT of Delhi (in duplicate along with Hindi version of the same) for publication in Delhi Gazette (Extra- Ordinary part- IV). It is requested that five copies of the Gazette may kindly be sent to this department for official record
22. PS to Secretary (Environment), GNCTD
23. Guard File

(Kulnand Joshi)  
Special Secretary (Environment)

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

1

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

I.A.No(s).463-464, 466 in I.A.No.365 in I.A. NO.345 and  
I.A. Nos.365 in I.A.No.345 in W.P.(C) No.13029 of 1985

IN THE MATTER OF:

M.C.MEHTA

Petitioner(s)

VERSUS

UNION OF INDIA & ORS.

Respondent(s)

NEW HARYANA POULTRY ASSOCIATION

Applicant(s)

O R D E R

By our Order dated 9<sup>th</sup> October, 2015 we had levied an "Environment Compensation Charge" on all light and heavy duty commercial vehicles entering Delhi from outside. The ECC was not however recoverable from the passenger vehicles and ambulances and also from vehicles carrying essential commodities, namely, food stuffs and oil tankers. The Government of N.C.T. of Delhi has pursuant to the said direction issued a notification dated 30<sup>th</sup> October, 2015 whereby it has exempted vehicles carrying raw vegetables, fruit, grains, milk and tankers carrying petroleum products from the levy of ECC. By another notification dated 15<sup>th</sup> February, 2016, the earlier issued notification was clarified to the extent that vehicles carrying raw vegetables, fruit, grains, milk, egg, ice used as food item and tankers carrying petroleum products, shall be free from payment of ECC.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi



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The present applications (I.As.No.463-464 and 466), filed by the New Haryana Poultry Association, pray for a direction/clarification to the extent that vehicles carrying poultry items may be exempted from payment of ECC as they generally fall under the expression food stuffs. Mr. Harish N. Salve, learned amicus, does not seriously oppose that prayer. In the circumstances, therefore, we direct that in clarification/modification of our Order dated 9<sup>th</sup> October, 2015 vehicles carrying poultry items into Delhi from outside, shall not be liable to pay any ECC.

I.As.No.463-464 and 466 are accordingly allowed and disposed of.

Radio Frequency Identification Device (RFID):

By our order dated 9<sup>th</sup> October, 2015, we had levied an "Environment Compensation Charge" on all light and heavy duty commercial vehicles entering Delhi from outside. The amount so collected was directed to be used exclusively for augmenting public transport and improving roads, particularly for the most vulnerable users like cyclists and pedestrians in Delhi. Environment Pollution (Prevention and Control) Authority (EPCA) has now submitted a report dated 10<sup>th</sup> August, 2016 according to which it has considered the feasibility of installing what is known as "Radio Frequency Identification Device" for effective and credible ECC collection and found the same to be feasible.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

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We have gone through the Report. We agree, in principle, that the suggestions made in the Report deserve to be accepted. From the Report it is evident that between 6<sup>th</sup> November, 2015 and 4<sup>th</sup> August, 2016, a total amount of Rs.350 crores has been collected as ECC and deposited with the Transport Department. As against the said collection, the pre-tendering cost of RFID has been worked out to be Rs.93 lakhs towards fees payable to RITES who was engaged for vetting the tender documents. The total project cost of RFID is estimated at Rs.120 crores to be incurred over the next five years. The Report further suggests collection of Rs.432 crores per month meaning thereby that RFID cost would be around 5.5 per cent of the current collection which is a relatively small amount to be paid for an effective compliance with the direction of this Court and for improving the quality of air that people of Delhi breath.

Mr. Salve, learned Amicus, submits that this Court could in modification of our Order dated 9<sup>th</sup> October, 2015, grant "in principle approval" for the use of a part of the ECC collected in the past towards the proposed installation of RFID in Delhi. He submits that the depending upon the improvement and the extent of collection of ECC, post installation of RFID, this Court could issue appropriate directions suitably balancing the equity among the State and the stakeholders. We see no reason to decline that prayer. We accordingly direct that a sum of Rs.93 lakhs shall be released in favour of the RITES

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

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towards the fees payable to them for the service rendered. We further declare that the estimated cost on the installation of RFID may, in principle, be incurred from out of the ECC collection subject to further directions from this Court.

We are informed by learned counsel for the parties that the Report submitted by EPCA also makes a reference to the fact that the Government of N.C.T. of Delhi, EPCA and South Delhi Municipal Corporation have after due deliberations agreed that the execution of the RFID project shall be entrusted to the South Delhi Municipal Corporation as an executing agency. We therefore, expect the South Delhi Municipal Corporation to start the process of execution of the proposed project in the right earnest and submit a status report about the progress made within six weeks from today.

.....CJI.  
(T.S. THAKUR)

.....J.  
(A.K. SIKRI)

.....J.  
(R. BANUMATHI)

NEW DELHI  
DATED 22<sup>nd</sup> AUGUST, 2016.

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

(TO BE PUBLISHED IN PART IV OF THE DELHI GAZETTE: EXTRAORDINARY)  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DEPARTMENT OF ENVIRONMENT  
6<sup>TH</sup> LEVEL, 'C' WING, DELHI SECRETARIAT, IP ESTATE, NEW DELHI-110002

No. F10 (13)/Env/2015/ 647-649

Dated: 22<sup>nd</sup> November, 2017

## NOTIFICATION

In continuation of notification F.No.10(13)/Env/2015/6187-6189 dated 20<sup>th</sup> October 2015, notification F.No.10(13)/Env/2015/6348-6372 dated 30<sup>th</sup> October 2015, notification F.No.10(13)/Env/2015/7466-7472 dated 23<sup>rd</sup> December 2015, amendment notification F.No.10(13)/Env/2015/8114-130 dated 05.01.2016, notification F.No.10(13)/Env/2015/1049-1072 dated 15.02.2016, notification F.No.10(13)/Env/2015/1610-1632 dated 04.03.2016 and notification F.No.10(13)/Env/2015/2007B-2000 dated 26.04.2016 issued by Department of Environment, Govt. of NCT of Delhi (published in part-IV of the Delhi Gazette: Extraordinary) in compliance of the Hon'ble Supreme Court's orders dated 09.10.2015 and 10.12.2015 regarding Environment Compensation Charge (ECC) and in compliance of the Hon'ble Supreme Court's order dated 28.08.2017 in I.A. No. 71853 and 71855 in Writ Petition (B) No. 13629 of 1985 vehicles carrying salt are exempted from the Environment Compensation Charge.

(S M Ali)

Special Secretary (Environment)

No. F10 (13)/Env/2015/ 647-649

Dated: 22<sup>nd</sup> November 2017

## Copy to:

1. Secretary to Lieutenant Governor, Delhi
2. Pr. Secretary to Chief Minister, GNCTD
3. Secretary to Dy. Chief Minister, GNCTD
4. Secretary to Transport Minister, GNCTD
5. Secretary to Environment Minister, GNCTD
6. Secretary to All Ministers, GNCTD
7. O&D to Chief Secretary, GNCTD
8. Commissioner, Delhi Police
9. Commissioner, Transport, GNCTD
10. Pr. Secretary (UD), GNCTD
11. Pr. Secretary (PWD), GNCTD
12. Pr. Secretary (Finance), GNCTD
13. Commissioner South MCD / North MCD / East MCD
14. Spl. Commissioner (Traffic), Delhi Police
15. All Secretaries and Head of the Departments, GNCTD
16. Secretary Ministry of Environment, Forest & Climate Change, Govt. of India
17. Secretary Ministry of Road Transport and Highways, Govt. of India
18. Chief Secretaries of Uttar Pradesh, Haryana and Rajasthan
19. Chairman, Environment Pollution Prevention and Control Authority (EPCA)
20. Chairman, Central Pollution Control Board, Delhi
21. Special Secretary (O&D/Coord.), Govt. of NCT of Delhi (in duplicate along with Hindi version of the same) for publication in Delhi Gazette (Extra. Ordinary part-IV). It is requested that five copies of the Gazette may kindly be sent to this department for official record.
22. PS to Secretary (Environment), GNCTD
23. Guard File

(S M Ali)

Special Secretary (Environment)

Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

ITEM NO.4

COURT NO.1

SECTION PIL-W

**S U P R E M E C O U R T O F I N D I A**  
**R E C O R D O F P R O C E E D I N G S**

Writ Petition(s)(Civil) No(s). 13029/1985

M.C. MEHTA

Petitioner(s)

VERSUS

UNION OF INDIA & ORS.

Respondent(s)

(1) I.A. NO. 208841/2025 (APPLICATION FOR DIRECTION) (2) I.A. NO. 208895/2025 (APPLICATION FOR DIRECTION) (3) I.A. NO. 206552/2025 (APPLICATION FOR INTERVENTION) (4) I.A. NO. 281109/2024 (APPLICATION FOR DIRECTION) (5) I.A. NO. 281126/2024 (APPLICATION FOR INTERVENTION) (6) I.A. NO. 272075/2024 (APPLICATION FOR INTERVENTION) NAME OF THE FOLLOWING ADVOCATES MAY BE TREATED TO HAVE BEEN SHOWN IN THE LIST: MR. HARISH N. SALVE, SR. ADVOCATE (A.C.) MS. APARAJITA SINGH, SR. ADVOCATE (A.C.) MS. UTTARA BABBAR, SR. ADVOCATE (A.C.) MR. A.D.N. RAO, SR. ADVOCATE (A.C.) MS. SHIBANI GHOSH, ADVOCATE (A.C.) MR. SIDDHARTHA CHOWDHURY, ADVOCATE (A.C.) MR. G.S. MAKKER, MR. ANRISH KUMAR, MR. M.K. MARORIA, MR. SANJAY KR. VISEN, MR. SUDEEP KUMAR, MR. KARAN SHARMA, MR. SANDEEP KR. JHA, MR. JYOTI MENDIRATTA, MR. RAHUL KHURANA, MR. DEVANSH SRIVASTAVA, MR. LUV VIRMANI, MS. KANIKA SINGHAL, MR. SHANKEY AGRAWAL, MR. SHIVENDRA SINGH ADVOCATES

Date : 26-09-2025 This petition was called on for hearing today.

CORAM :

HON'BLE THE CHIEF JUSTICE  
HON'BLE MR. JUSTICE K. VINOD CHANDRAN  
HON'BLE MR. JUSTICE N.V. ANJARIA

For Petitioner(s) :

Ms. Aparajita Singh, Sr. Adv. (A.C.)  
Ms. Uttara Babar, Sr. Adv. (A.C.)  
Ms. Shabani Ghose, Adv. (A.C.)

Respondent(s) : Mr. Rajesh Kumar Chaurasia, AOR



Ms. Aishwarya Bhati, A.S.G.  
Mr. Gurmeet Singh Makker, AOR  
Ms. Suhasini Sen, Adv.

Ms. Ruchi Kohli, Adv.  
Mr. Chitvan Singhal, Adv.  
Ms. Neelakshi Bhadouria, Adv.  
Mr. Rohan Gupta, Adv.

Mr. P. K. Jain, AOR  
Mr. Ramesh Babu M. R., AOR  
Mr. Ejaz Maqbool, AOR

Mr. Sandeep Narain, Adv.  
Ms. Kanak Malik, Adv.  
M/S. S. Narain & Co., AOR

Mr. Chirag M. Shroff, AOR

Mr. Mahesh Agarwal, Adv.  
Mr. Rohan Talwar, Adv.  
Mr. Naman Agarwal, Adv.  
Mr. E. C. Agrawala, AOR

Ms. Menaka Guruswamy, Sr. Adv.  
Mr. Utkarsh Pratap, Adv.  
Mr. Rohit Swarup, Adv.  
Mr. Sukhanrit Singh, Adv.  
Mr. Devesh Maurya, Adv.  
Mr. Ravi Kumar, Adv.  
Mr. Praveen Swarup, AOR

Mr. Prashant Kumar, AOR

Mr. Tushar Mehta Id, Solicitor General  
Mrs. Aishwarya Bhati Id, A.S.G.  
Ms. Ruchi Kohli, Sr. Adv.  
Mr. Mukesh Kumar Maroria, AOR  
Mr. Rajesh Kumar Singh, Adv.  
Mr. Subhranshu Padhi, Adv.  
Mr. Jagdish Chandra, Adv.  
Mr. Gaurang Bhushan, Adv.  
Mr. Kamal Kishore, Adv.  
Ms. Suhashini Sen, Adv.

Mr. Lokesh sinhal, Sr. A.A.G.  
Mr. B.k. Satija, A.A.G.  
Mr. Rakesh Kumar Mudgal, A.A.G.  
Mr. Akshay Amritanshu, AOR  
Mr. Rahul Khurana, Adv.  
Mr. Nikunj Gupta, Adv.  
Ms. Drishti Saraf, Adv.  
Ms. Aakanksha, Adv.  
Ms. Ishika Gupta, Adv.  
Mr. Sarthak Arya, Adv.  
Ms. Drishti Rawal, Adv.



Mr. Sarthak Shrivastava, Adv.  
 Mr. Mayur Goyal, Adv.  
 Ms. Seema Sindhu, Adv.  
 Ms. Kirti, Adv.  
 Ms. Richa Verma, Adv.

Mr. Radha Shyam Jena, AOR  
 Ms. Hemantika Wahi, AOR  
 Ms. Binu Tanta, AOR  
 Mr. Ajit Pudussery, AOR  
 Mrs. Bina Gupta, AOR  
 Mr. Ashok Mathur, AOR  
 Mr. V. K. Verma, AOR  
 Mr. Anil Kumar Jha, AOR  
 Mr. Mukesh K. Girdi, AOR  
 Mr. Rakesh K. Sharma, AOR  
 Ms. Sujeta Srivastava, AOR  
 Mrs. Anil Katiyar, AOR  
 M/s. Parekh & Co., AOR  
 Mr. Sudhir Mendiratta, AOR  
 Mr. Sushil Kumar Singh, AOR  
 Mr. Hardeep Singh Anand, AOR  
 Mr. Sandeep Narain, AOR  
 Ms. Nandini Sidwaney, AOR  
 Mrs. Rani Chhabra, AOR  
 Mr. G. Prakash, AOR

Mr. Nishe Rajen Shonker, AOR  
 Mrs. Anu K Joy, Adv.  
 Mr. Alim Anvar, Adv.  
 Mr. Santhosh K, Adv.  
 Mrs. Devika A.L., Adv.

Mr. K. R. Sasiprabhu, AOR  
 Mr. Shri Narain, AOR  
 Mr. Umesh Kumar Khaitan, AOR  
 Ms. Shalini Kaul, AOR  
 Ms. Manjula Gupta, AOR  
 Mrs. K. Sarada Devi, AOR  
 Mr. Sanjay Kumar Visen, AOR  
 Mrs. Priya Puri, AOR  
 M/s. Khaitan & Co., AOR  
 Mr. T. V. Ratnam, AOR  
 Mr. Balaji Srinivasan, AOR  
 Mr. Rajiv Ranjan Dwivedi, AOR  
 Mr. Ravindra Bana, AOR  
 Mr. S. S. Shroff, AOR  
 Mr. Sushil Kumar Jain, AOR  
 Mr. Aniruddha Deshmukh, AOR

Mr. Sarvam Ritam Khare, AOR  
 Mr. Kushagra Sharma, Adv.

Mr. Anuj Agarwal, Adv.  
Mr. Akarsh Khare, Adv.

Mr. Surya Kant, AOR

Mrs. B. Sunita Rao, AOR  
Mrs. Sneh Lata Mishra, Adv.

Mr. Abhishek, AOR  
Mr. Alok Gupta, AOR  
Mr. Pramod Dayal, AOR  
Mr. R. P. Gupta, AOR  
Mr. P. Parneswaran, AOR  
Mr. Mohit D. Ram, AOR  
Mr. Rakesh Kumar-1, AOR  
Mr. Satya Mitra, AOR  
M/S. M. V. Kini & Associates, AOR  
Mr. Pavan Kumar, AOR  
Mr. Parijat Sinha, AOR  
M/S. Saharya & Co., AOR  
Ms. Pritha Sri Kumar Iyer, AOR  
Ms. Rakhi Ray, AOR  
Ms. Ishita Jain, AOR  
Mr. Manish Kumar Gupta, AOR

Mr. Sravan Kumar Karanam, AOR  
Mr. Kumar Nikhil, Adv.  
Mr. Santosh Kumar Yadav, Adv.

Mr. Ravinder Kumar Yadav, AOR

Ms. K. Enatoli Sema, AOR  
Ms. K. Enatoli Sema, Adv.  
Mr. Amit Kumar Singh, Adv.  
Ms. Chubalemia Chang, Adv.  
Mr. Prang Newmai, Adv.  
Ms. Yanni Phazang, Adv.

Mr. Anas Tanwir, AOR  
Ms. Puja Sharma, AOR  
Mr. Shishir Deshpande, AOR  
Mr. D.kumanan, AOR  
Ms. Jyoti Mendiratta, AOR  
Ms. Rooh-e-hina Dua, AOR  
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Ms. Charu Mathur, AOR

Mr. Shrirang B. Varma, Adv.  
Mr. Siddharth Dharmadhikari, Adv.  
Mr. Aaditya Aniruddha Pande, AOR

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 Ms. Shreya Jha, Adv.  
 Mr. Mahi Pal Singh, Adv.  
 Ms. Manisha Chawla, Adv.  
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 Mr. Abhishek Sachdeva, Adv.  
 Mr. Ishank Ranjan, Adv.  
 Ms. Laveena Tak, Adv.  
 Mr. Chaman Sharma, Adv.

Mr. M. P. Devanath, AOR

Ms. Ruchi Kohli, Sr. Adv.  
 Ms. Jasneet Kaur, Adv.  
 Ms. Srishti Mishra, Adv.  
 Mr. Sumeet Mishra, Adv.  
 Mr. R. C. Kohli, AOR

Mr. Rishi Matoliya, AOR  
 Mr. Anurag Kishore, AOR  
 Ms. Mayuri Raghuvanshi, AOR  
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 Ms. Pritha Sri Kumar Iyer, AOR  
 Mr. Vikas Mehta, AOR

Mr. Varun Singh, Adv.  
 Ms. Kajal S Gupta, Adv.  
 Mr. Mudit Gupta, AOR

Ms. K. V. Bharathi Upadhyaya, AOR  
 Ms. Pritama, Adv.  
 Ms. Shaivani Gupta, Adv.  
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 Ms. D Poornima, Adv.  
 Mr. Sufyan Hasan, Adv.  
 Ms. Hema Malik, Adv.

Mr. Shantwanu Singh, AOR  
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 Ms. Anushree Prashit Kapadia, AOR

Dr. Brij Bhushan K Jauhari, Adv.  
Mr. Deepak Jyoti Ghildiyal, Adv.  
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Mr. Abhishek Saket, Adv.  
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Ms. Rupali, Adv.

Mr. Niraj Gupta, AOR  
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Mr. Shubham Gupta, Adv.  
Ms. Siddhi Gupta, Adv.

Ms. Shibani Ghosh, AOR

Mr. Tarun Gupta, AOR  
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Mr. Vikas Malhotra, Adv.

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Mr. Vinod Sharma, AOR

Mr. Debojit Borkakati, AOR

Mr. Vikrant Singh Bais, AOR

Ms. Manali Singhal, Adv.  
Ms. Diksha Rai, AOR  
Ms. Aanchal Kapoor, Adv.

Mr. Ketan Paul, AOR  
Mr. Hiren Dasan, AOR  
Ms. Malvika Kapila, AOR

Mr. Rishabh Sancheti, Adv.  
Ms. Padma Priya, Adv.

Mr. Armaan Arora, Adv.  
Mr. Nishant Kumar Singh, Adv.  
Mr. K. Paari Vendhan, AOR

Mr. Karan Sharma, AOR

Mr. Varun Singh, Adv.  
Ms. Kajal S Gupta, Adv.  
Mr. Mudit Gupta, AOR

Mr. Kawaljit Singh Bhatia, AOR  
Mr. Vivek Gupta, AOR  
Mr. Vinay Sarg, AOR

Dr. Ram Sankar, Adv.  
Mrs. Harini Ramsankar, Adv.  
M/S. Ram Sankar & Co, AOR

Mr. P. Parmeswaran, AOR  
Mr. Durga Dutt, AOR  
Mr. Soumya Dutta, AOR

Dr. Ram Sankar, Adv.  
Mrs. Harini Ramsankar, Adv.  
M/S. Ram Sankar & Co, AOR

Mr. Ajay Pal, AOR  
Mr. Gaurav Kejriwal, AOR

Mr. Sameer Abhyankar, AOR  
Mr. Rahul Kumar, Adv.  
Mr. Aakash Thakur, Adv.

Mr. Sanjiv Sen, Sr. Adv.  
Mr. Sahjay Vashishta, Adv.  
Mr. Prahalad Balaji, Adv.  
Mr. Payimal Rai, Adv.  
Ms. Radha Gupta, Adv.  
Mr. Karan Sharma, Adv.  
Mr. Shankey Agrawal, AOR

Mr. Ankit Roy, AOR  
Ms. Surbhi Mehta, AOR  
Mr. Shovan Mishra, AOR  
Ms. G. Indira, AOR  
Mr. Prakash Ranjan Nayak, AOR  
Mr. Raj Bahadur Yadav, AOR

Mr. Avijit Mani Tripathi, AOR  
Mr. T.k. Nayak, Adv.

**Sameer Kumar, AOR**

**Ms. Aishwarya Bhati, A.S.G.**  
**Mr. Gurmeet Singh Makker, AOR**  
**Ms. Suhasini Sen, Adv.**  
**Ms. Ruchi Kohli, Adv.**  
**Mr. Chitvan Singhal, Adv.**  
**Ms. Neelakshi Bhadouria, Adv.**  
**Mr. Rohan Gupta, Adv.**

**Mr. Dhananjaya Mishra, AOR**  
**Mr. Rahul Khurana, AOR**  
**Ms. Srishti Agnihotri, AOR**

**Mr. Sudarshan Lamba, AOR**  
**Ms. Aishwarya Bhati, A.S.G.**  
**Ms. Suhasini Sain, Adv.**  
**Mr. Shubhranshu Padhi, Adv.**  
**Mr. Rajesh Kr. Singh, Adv.**  
**Mr. Gaurang Bhushan, Adv.**

**Mr. Mukesh Verma, Adv.**  
**Mrs. Vatsala Tripathi, Adv.**  
**Ms. Manisha, Adv.**  
**Mr. Krishna Prakash Dubay, Adv.**  
**Mr. Yash Pal Dhingra, AOR**

**Mr. Ashutosh Dubey, AOR**  
**Mrs. Rajshri Dubey, Adv.**  
**Mr. Abhishek Chauhan, Adv.**  
**Mr. Amit P Shahi, Adv.**  
**Mr. Amit Kumar, Adv.**  
**Mr. H B Dubey, Adv.**  
**Mr. Rahul Sethi, Adv.**  
**Mr. Shashibhushan Nagar, Adv.**  
**Mr. Sumant A Khan, Adv.**  
**Mrs. Sona Khan, Adv.**  
**Mr. Rajendra Anbhule, Adv.**  
**Ms. Chanda Trikha, Adv.**  
**Mr. Anjan Datta, Adv.**  
**Mrs. Rekha Chaudhary, Adv.**

**Ms. G. Indira, AOR**

**Mr. Aakarshan Aditya, AOR**  
**Mr. Satish C. Kaushik, Adv.**  
**Mr. Vibhu Tiwari, Adv.**  
**Mr. Tarunag Gaur, Adv.**

**Mr. Nitin Saluja, AOR**  
**Mr. Nirnimesh Dube, AOR**  
**Ms. Rashmi Malhotra, AOR**



**Mr. Gaurav Choudhary, AOR**

**Mr. Ravindra Kumar, Sr. Adv.**  
**Mr. Binay Kumar Das, AOR**  
**Ms. Priyanka Das, Adv.**  
**Ms. Neha Das, Adv.**  
**Mr. Shivam Saxena, Adv.**  
**Mr. Vikas Bharti, Adv.**  
**Mr. Vipin Kumar Saxena, Adv.**  
**Mr. Shivam Saxena, Adv.**

**Mr. Aravindh S., AOR**  
**Mr. Aman Gautam, Adv.**  
**Ms. Anika Bansal, Adv.**

**Ms. Meenakshi Chauhan, AOR**  
**M/S. Karanjawala & Co., AOR**

**Mr. V. N. Raghupathy, AOR**

**Mr. Chandra Prakash, AOR**  
**Mr. Mahfooz Ahsan Nazki, AOR**  
**Mr. Satya Mitra, AOR**  
**Mr. Deepayan Mandal, AOR**  
**Mr. Ravindra S. Garia, AOR**  
**Mr. Talha Abdul Rahman, AOR**  
**Mr. Guntur Pramod Kumar, AOR**  
**Mr. Rishi Sehgal, AOR**

**Mr. Kunal Mimani, AOR**  
**Ms. Afsha Hakim, Adv.**

**Mr. Shuvodeep Roy, AOR**  
**Mr. Deepayan Dutta, Adv.**  
**Mr. Saurabh Tripathi, Adv.**

**Ms. Charu Ambwani, AOR**  
**Mr. Subhro Sanyal, AOR**  
**Mr. Vinodh Kanna B., AOR**  
**Mr. Prasanna S., AOR**  
**Ms. Shalu Sharma, AOR**  
**Mr. Sahil Tagotra, AOR**  
**Mr. Akhil Anand, AOR**

**Mrs. Prerna Dhall, Adv.**  
**Mr. Ambuj Swaroop, Adv.**  
**Mr. Kapil Katare, Adv.**  
**Ms. Rajhandani Kumari, Adv.**  
**Mr. Prashant Singh, AOR**  
**Ms. Minakshi Pandey, Adv.**

**Mr. Shivendra Singh, AOR**

Mr. Sanjeev Kumar, AOR

Mr. Kumar Anurag Singh, Adv.  
Ms. Tulika Mukherjee, AOR  
Mr. Dev Aaryan, Adv.

Ms. Divya Jyoti Singh, AOR  
Mr. Yoginder Handoo, AOR  
Ms. Misha Rohatgi, AOR  
Mr. Sandeep Singh, AOR  
Ms. Mithu Jain, AOR  
Ms. Asha Gopalan Nair, AOR  
M/s. Ahmadi Law Offices, AOR

Ms. Aishwarya Bhati, A.S.G.  
Ms. Suhashini Sen, Adv.  
Mr. Rajesh Kr. Singh, Adv.  
Mr. Subhanshu Padhi, Adv.  
Mr. Gaurang Bhushan, Adv.  
Mr. Raghav Sharma, Adv.  
Mr. Jagdish Chandra, Adv.  
Dr. N. Visakamurthy, AOR

Mr. Aashish Chauhan, Adv.  
Ms. Sonal Chauhan, Adv.  
Ms. Vanya Gupta, AOR

Ms. Kajal Dalal, AOR  
Mr. Ashish Pandey, AOR  
Ms. Sakshi Kakkar, AOR  
Mr. Akshay Girish Ringe, AOR  
Mr. Anuj Bhandari, AOR

Mr. Shiv Mangal Sharma, A.A.G.  
Mr. Saurabh Rajpal, Adv.  
Ms. Shalini Singh, Adv.  
Ms. Awanitika, Adv.  
Ms. Nidhi Jaswal, AOR

Mr. Ravi Prakash, AOR  
Ms. N. Annapoorani, AOR  
Mr. S. Gowthaman, AOR  
Ms. Neeru Valid, AOR

Ms. Aishwarya Bhati, A.S.G.  
Ms. Kanu Agrawal, Adv.  
Mr. Bhuvan Kapoor, Adv.  
Mr. Varun Chugh, Adv.  
Mr. Krishna Kant Dubey, Adv.  
Ms. Indira Bhakar, Adv.  
Mr. Shreekanth Neelappa Terdal, AOR

Mr. Saurabh Agrawal, AOR

Mr. Dana S. Naidu, Sr. Adv.  
Mr. J. Sai Deepak, Sr. Adv.  
Mr. Devansh Srivastava, AOR  
Ms. Aadya Chawla, Adv.

Mr. Balbir Singh, Sr. Adv.  
Mr. K. Parmeshwar, Sr. Adv.  
Mr. Luv Virmani, AOR  
Ms. Aadya Chawla, Adv.

Ms. Divya Roy, AOR  
Ms. Shagun Matta, AOR  
Mr. Vinay Garg, AOR  
Mr. Anil Kumar, AOR  
Mr. Rakesh Kumar-1, AOR

Mr. Pukhrambam Ramesh Kumar, AOR  
Mr. Karun Sharma, Adv.  
Ms. Anupama Ngangom, Adv.  
Ms. Rajkumari Divyasana, Adv.

Mr. Vikrant Singh Bais, AOR  
Mr. Alok Gupta, AOR  
Mr. K. V. Mohan, AOR  
Mr. Yash S. Vijay, AOR  
M/S. Lex Regis Law Offices, AOR

Mr. J Sai Deepak, Sr. Adv.  
Ms. Kanika Singhai, AOR  
Ms. Richa Tripathi, Adv.  
Ms. Deepshikha, Adv.

Mr. Shekhar Kumar, AOR

M/S. S. Narain & Co., AOR  
Mr. Sandeep Narain, Adv.  
Ms. Kanak Malik, Adv.

Ms. Aswathi M.K., AOR

Mr. Neeraj Shekhar, AOR  
Mr. Rajesh Maurya, Adv.  
Mr. Kanishak Saini, Adv.  
Mrs. Kshama Sharma, Adv.  
Mr. Ujjwal Ashutosh, Adv.

Ms. Lubna Naaz, AOR  
Mr. Parminder Singh Bhullar, AOR

Mr. Chandrakant Sukumar Sarkar, Adv.

Mr. Mukesh Kumar Singh, Adv.  
Mr. Narendra Kumar Goyal, Adv.  
Mr. Sudhendra Tripathi, Adv.  
Mr. Bidya Nand Thakur, Adv.  
Mr. Abhay Jadaun, Adv.  
Mr. Jeetendra Kumar, Adv.  
Ms. Kajal Rani, Adv.  
Mr. Sabyasachi Dubey, Adv.  
Mr. C M Dwivedi, Adv.  
M/S. Mukesh Kumar Singh And Co., AOR

Ms. Ankita Sharma, AOR  
Mr. Arjun D Singh, Adv.  
Ms. Ishika Neogi, Adv.

Mr. Kumar Dushyant Singh, AOR  
Mr. A. Venayagam Balan, AOR

Dr. Pratap Singh Nerwal, AOR  
Mr. Balraj Singh Malik, Adv.  
Mr. Ratan Singh, Adv.  
Mr. Sourabh Sharma, Adv.

Ms. Jaikriti S. Jadeja, AOR  
Mr. Shiyang Goel, Adv.  
Ms. Juhi Bhargava, Adv.

Mr. Rajan Narain, AOR  
Mr. Gaurav, AOR  
Mr. T. R. B. Sivakumar, AOR  
Mr. Mohit Paul, AOR

Mr. Shalen Bhardwaj, Adv.  
Mr. Jatin Rana, Adv.  
Mr. Amod Kumar Mishra, Adv.  
Mr. Shafiq Khan, Adv.  
Ms. Anjani Suri, Adv.  
Ms. Neelima Bagoria, Adv.  
Mr. Deependra Kumar Pathak, Adv.  
Mrs. Smerity Rani, Adv.  
Mrs. Sabika Ahmad, Adv.  
Ms. Lakshmi, Adv.  
Mrs. Raj Rani, Adv.  
Mr. Nischal Kumar Neeraj, AOR

Ms. Aastha Mehta, Adv.  
Ms. Deepanwita Priyanka, AOR  
Mr. Deepak Singh, Adv.  
Ms. Prerana Mohapatra, Adv.  
Ms. Priyal Sheth, Adv.  
Ms. Prina Sharma, Adv.

Mr. Raghvendra Kumar, AOR  
Mr. Anando Mukherjee, AOR

Ms. Sanjivani Aggarwal, Adv.  
Ms. Jyoti Aggarwal, Adv.  
Mr. Pradeep Shekhawat, Adv.  
Ms. Filza Moonis, AOR

Mr. Divyanshu Kumar Srivastava, AOR  
Mr. Saurabh Pandey, Adv.

Mr. Adarsh Tripathi, AOR  
Mr. S. S. Shroff, AOR  
Ms. Astha Tyagi, AOR  
Mr. Sandeep Kumar Jha, AOR  
M/S. H. V. Kini & Associates, AOR  
Ms. Manju Jetley, AOR

Ms. Aishwarya Bhati, A.S.G.  
Mr. Chitransh Sharma, Adv.  
Mr. Chitvan Singhal, Adv.  
Mr. Madhav Sinhal, Adv.  
Ms. Chitrangda Rashtravara, Adv.  
Mr. Kanu Agrawal, Adv.  
Ms. Shivika Mehra, Adv.  
Mr. Arvind Kumar Sharma-aor, Adv.  
Mr. Rajesh Kumar Singh, Adv.  
Mr. Shubhanshu Padhi, Adv.  
Mr. Gaurang Bhushan, Adv.  
Ms. Suhasini Sen, Adv.  
Mr. Anirish Kumar, AOR

Mr. Nishit Agrawal, AOR

Mr. Joydeep Roy, A.A.G.  
Mr. Veer Vikrant, D.A.G.  
Mr. Yashraj Singh Bundela, AOR  
Mrs. Pratima Singh, Adv.  
Ms. Saloni Singh, Adv.  
Mr. Arpit Garg, Adv.

Mr. Pulkit Agarwal, AOR

Mr. Satish Kumar, AOR  
Mr. S S Bandyopadhyay, Adv.  
Mr. Syed Miran Ahmad, Adv.  
Mr. Abhaya Nath Das, Adv.  
Mr. Om Prakash Sapra, Adv.  
Mr. Raj Kumar Mishra, Adv.  
Ms. Krishnika Chatterjee, Adv.  
Mr. Pradeep Rana, Adv.  
Mr. Kishor Kumar Mishra, Adv.

Dr. Aditya Mishra, Adv.  
Mr. Prashant Kumar, Adv.  
Mr. Abhay Singh, Adv.  
Mr. Hukundeo Prasad, Adv.  
Ms. Palak Joshi, Adv.  
Ms. Thithiksha Padman, Adv.  
Ms. Twinkle Rathi, Adv.

Ms. Aneyavikrama Thanvi, AOR

Mr. Karan Dewan, Adv.  
Ms. Aanchal Jain, AOR

Mr. Rajiv Yadav, AOR

Ms. Madhumita Bhattacharjee, AOR

Mr. Ayush Sharma, AOR  
Mr. Gopal Jha, AOR

Mr. Pradeep Misra, AOR  
Mr. Daleep Phyani, Adv.  
Mr. Suraj Singh, Adv.

Mr. Manish Kumar, AOR  
Mr. Kumar Saurav, Adv.

Mr. Harsh V. Surana, AOR

UPON hearing the counsel the court made the following  
O R D E R

IA No. 208841, 208905 AND 206552 of 2025

1. Learned counsel appearing for the applicant(s) submits that the order dated 03.04.2025 passed by this Court is in conflict with the earlier detailed order passed in Writ Petition (C) No. 728 of 2015 titled as "Arjun Gopal & Ors. Vs. Union of India & Ors.".

2. We do not propose to go into that issue.

3. We, however, find it appropriate that the Union of India



should come out with a solution after taking all stakeholders on board, including the Government of NCT of Delhi, the manufacturers and the sellers of crackers.

4. As has been experienced, despite the imposition of a complete ban, the same could not be effectively implemented.

5. As was observed by us in one of the judgments, wherein the State of Bihar had imposed a complete ban on mining, it led to illegal mafias engaging in mining activities.

6. In that view of the matter, we are of the opinion that a balanced approach needs to be adopted.

7. We, therefore, request Ms. Aishwarya Bhati, learned Additional Solicitor General appearing for the Union of India, to coordinate with the Ministry of Environment, Forest and Climate Change (MOEF&CC) to ensure that all the stakeholders are brought on board.

8. We also request the MOEF&CC to take into account the views of the learned Amicus Curiae.

9. List these applications on 08.10.2025.

10. In the meantime, we permit those manufacturers, who possess valid certification for green crackers, as certified by the National Environmental Engineering Research Institute (NEERI) as well as Petroleum and Explosives Safety Organization (PESO), to undertake the manufacture of such green crackers.

11. However, the same shall be done, subject to the condition that the manufacturers shall file an undertaking before this Court that until further orders are passed, they shall not sell any of the crackers within the prohibited areas.

IA NO. 281199 of 2024

1. By way of present application, the applicant seeking the following relief:

a) Remove the exemption granted to commercial vehicles carrying Essential Commodities viz. Vegetables, Fruits, Milk, Grains, Egg., Ice (to be used as food item), Poultry Items, Salt & Empty/Partial laden vehicles from ECC in pursuance to this Hon'ble Courts Order dated 09.10.2015."

2. The application has been filed on behalf of the Municipal Corporation of Delhi. It is submitted that on account of the exemption granted by this Court vide order dated 09.10.2015, serious difficulties are faced inasmuch as vehicles are required to be stopped at check-posts for the purpose of verification as to whether they are carrying essential commodities or not. It is further submitted that owing to such requirement, vehicles remain stopped for a long time, thereby causing continuous emission of smoke and contributing to air pollution.

3. We find that the difficulty pointed out appears to be genuine.

4. It is indeed difficult to find out a mechanism to verify from the outside as to what goods are being carried in such vehicles. As such, all vehicles are required to be stopped at check-posts and subjected to physical verification, which results in prolonged stoppages and aggravates the problem of air pollution.

5. In any case, the levy imposed is not of such a high nature as would adversely affect the prices to be paid by the common consumers.

6. In that view of the matter, we are inclined to allow the said application in terms of prayer clause(a).

(DEEPAK SINGH)  
ASTT, REGISTRAR-CUM-PS

(ANJU KAPOOR)  
ASSISTANT REGISTRAR

  
Assistant Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

ITEM NO. 44

COURT NO. 1

SECTION PIL-W

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

Writ Petition(s) (Civil) No(s) 13029/1985

M.C. MEHTA

Petitioner(s)

VERSUS

UNION OF INDIA & ORS.

Respondent(s)

WITH

C.A. No. 8564/2022 (XVII)

T.C.(C) No. 148/2025 (XVI-A)

Date : 12-03-2026 These matters were called on for hearing today.

CORAM : HON'BLE THE CHIEF JUSTICE  
HON'BLE MR. JUSTICE JOYMALYA BAGCHI  
HON'BLE MR. JUSTICE VIPUL M. PANCHOLI

Ms. Aparajita Singh, Sr. Advocate (A.C.)  
Ms. Uttara Babbar, Sr. Advocate (A.C.)  
Ms. Shibani Ghosh, Advocate (A.C.)

For Petitioner(s) : By Courts Motion  
Applicant-in-person  
Petitioner-in-person

Ms. Madhumita Bhattacharjee, AOR  
Ms. Debarati Sadhu, Adv.  
Mr. Dhruv Bhalla, Adv.

For Respondent(s) : Mr. P. K. Jain, AOR  
Mr. Ramesh Babu M. R., AOR  
Mr. Rajesh Kumar Chaurasia, AOR  
Mrs. Anil Katiyar, AOR  
M/s. Parekh & Co., AOR  
Mr. Sudhir Mendiratta, AOR  
Mr. Sushil Kumar Singh, AOR  
Mr. Hardeep Singh Anand, AOR  
Mr. Sandeep Narain, AOR  
Ms. Nandini Gidwaney, AOR  
Mrs. Rani Chhabra, AOR  
Mr. G. Prakash, AOR  
Mr. K. R. Sasiprabhu, AOR  
Mr. Shri Narain, AOR  
Mr. Umesh Kumar Khaitan, AOR  
Ms. Manjula Gupta, AOR  
Mrs. K. Sarada Devi, AOR

Mr. Sanjay Kumar Visen, AOR  
Ms. Shalini Kaul, AOR

Mr. Nishe Rajen Shonker, AOR  
Mrs. Anu K Joy, Adv.  
Mr. Alim Anvar, Adv.  
Mr. Santhosh K, Adv.  
Mrs. Devika A.L., Adv.

M/s. Khaitan & Co., AOR  
Mr. T. V. Ratnam, AOR  
Mr. Balaji Srinivasan, AOR  
Mrs. Priya Puri, AOR  
Mr. Ravindra Bana, AOR  
Mr. S. S. Shroff, AOR  
Mr. Sushil Kumar Jain, AOR

Mr. Rajiv Ranjan Dwivedi, AOR  
Mr. Vishal, Adv.  
Mrs. Subhadra Dwivedi, Adv.  
Mr. Amitabh Singh, Adv.  
Mr. Himanshu Singh, Adv.

Mr. Sarvam Ritam Khare, AOR  
Mr. Kushagra Sharma, Adv.  
Mr. Akarsh Khare, Adv.

Mr. Surya Kant, AOR  
Mrs. B. Sunita Rao, AOR  
Mr. Aniruddha Deshmukh, AOR  
Mr. Pramod Dayal, AOR  
Mr. R. P. Gupta, AOR  
Mr. P. Parmeswaran, AOR  
Mr. Abhishek, AOR  
Mr. Rakesh Kumar-I, AOR  
Mr. Satya Mitra, AOR  
M/s. M. V. Kini & Associates, AOR

Mr. Mohit D. Ram, AOR

Mr. Pavan Kumar, AOR  
Mr. Parijat Sinha, AOR  
M/s. Saharya & Co., AOR  
Mr. Alok Gupta, AOR  
Mr. Ejaz Maqbool, AOR

Mr. Sandeep Narain, Adv.  
Ms. Kanak Malik, Adv.

Mr. Chirag M. Shroff, AOR  
M/s. S. Narain & Co., AOR

Mr. Mahesh Agarwal, Adv.  
Mr. Naman Agarwal, Adv.  
Mr. E. C. Agrawala, AOR

Mr. Sanjeev Sagar, Sr. Adv.  
Mr. S. Wasim A Qadri, Adv.  
Mr. Ajay Bansal, Adv.  
Mr. Devesh Maurya, Adv.  
Mr. Rohit Swarup, Adv.  
Mr. Saurabh Rohilla, Adv.  
Mr. Loveti Tyagi, Adv.  
Mr. Praveen Swarup, AOR

Mr. Prashant Kumar, AOR

Ms. Aishwarya Bhati, A.S.G.  
Ms. Shhasini Sen, Adv.  
Mr. Shubhranshu Padhi, Adv.  
Mr. Rajesh Kr. Singh, Adv.  
Mr. Gaurang Bhushan, Adv.  
Dr. Arun Kumar Yadav, Adv.  
Mr. Raj Bahadur Yadav, AOR  
Mr. Gurmeet Singh Makker, AOR

Mr. Radha Shyam Jena, AOR  
Ms. Hemantika Wahi, AOR  
Ms. Binu Tamta, AOR  
Mr. Mukesh Kumar Maroria, AOR  
Mr. Ajit Pudussery, AOR

Mr. Shiv Vinayak Gupta, Adv.  
Ms. Anushka Rawal, Adv.  
Ms. Himani Singh, Adv.  
Mrs. Bina Gupta, AOR

Mr. Ashok Mathur, AOR  
Mr. V. K. Verma, AOR  
Mr. Anil Kumar Jha, AOR  
Mr. Mukesh K. Giri, AOR  
Mr. Rakesh K. Sharma, AOR  
Ms. Sujeeta Srivastava, AOR

Mr. Lokesh Sinhal, Sr. A.A.G.  
Mr. B.K. Satija, A.A.G.  
Mr. Rakesh Kumar Mudgal, A.A.G.  
Mr. Akshay Amritanshu, AOR  
Mr. Rahul Khurana, Adv.  
Mr. Nikunj Gupta, Adv.  
Mr. Sarthak Arya, Adv.  
Mr. Sarthak Shrivastava, Adv.  
Mr. Mayur Goyal, Adv.  
Ms. Seema Sindhu, Adv.



Ms. Richa Verma, Adv.  
Mr. Harsh Kumar Singh, Adv.

Mr. Gurmeet Singh Makker, AOR  
Mr. Vidhan Vyas, AOR  
Ms. Pritha Srikumar Iyer, AOR  
Mr. Snehasish Mukherjee, AOR  
Mr. Vivek Gupta, AOR  
Mr. Vinay Garg, AOR

Dr. Ram Sankar, Adv.  
M/s. Ram Sankar & Co, AOR

Mr. P. Parmeswaran, AOR  
Mr. Durga Dutt, AOR  
Mr. Ketan Paul, AOR  
Mr. Hiren Dasan, AOR

Mr. Ajay Vikram Singh, AOR  
Mrs. Priyanka Singh, Adv.  
Mr. M Aamir Faiyaz, Adv.  
Mr. Rehan Khan, Adv.  
Mr. Rahul Vikram Singh, Adv.

Mr. Abhishek Saket, Adv.  
Mr. Sudeep Kumar, AOR  
Ms. Manisha, Adv.  
Ms. Rupali, Adv.

Mr. Niraj Gupta, AOR  
Ms. Anshu Gupta, Adv.  
Mr. Shubham Gupta, Adv.  
Ms. Siddhi Gupta, Adv.

Ms. Shibani Ghosh, AOR  
Mr. Tarun Gupta, AOR

Mr. Mohnish Nirwan, Adv.  
Mr. Ashok Kumar, Adv.  
Mr. Rajat Singh, Adv.  
Mr. Saurabh Vashisht, Adv.  
Ms. Shraddha Saxena, Adv.  
Mr. Umesh Dubey, AOR

Ms. Mayuri Raghuvanshi, AOR  
Mr. Vyom Raghuvanshi, Adv.  
Ms. Akanksha Rathore, Adv.

Ms. Surbhi Mehta, AOR

Mr. Shovan Mishra, AOR  
Ms. Bipasa Tripathy, Adv.

Mr. Shlok Luthra, Adv.

Ms. G. Indira, AOR

Mr. Prakash Ranjan Nayak, AOR

Ms. Aishwarya Bhati, A.S.G.

Ms. Suhasini Sen, Adv.

Mr. Shubhanshu Padhi, Adv.

Mr. Rajesh Kr. Singh, Adv.

Mr. Gaurang Bhushan, Adv.

Dr. Arun Kumar Yadav, Adv.

Mr. Raj Bahadur Yadav, AOR

Mr. Soumya Dutta, AOR

Dr. Ram Sankar, Adv.

M/s. Ram Sankar & Co, AOR

Ms. Malvika Kapila, AOR

Mr. K. Paari Vendhan, AOR

Mr. Maninderjit Singh Bedi, Advocate General

Mr. Rahul Mehra, Sr. Adv.

Mr. Vivek Jain, A.A.G.

Mr. Karan Sharma, AOR

Mr. Varun Singh, Adv.

Ms. Kajal S Gupta, Adv.

Mr. Mudit Gupta, AOR

Mr. Kawaljit Singh Bhatia, AOR

Ms. Shirin Khajuria, Sr. Adv.

Mr. Ankit Yadav, AOR

Ms. Swati Tiwari, Adv.

Ms. Gunjan Rathore, Adv.

Mr. Gopal, Adv.

Ms. Shivangi Gulati, Adv.

Mr. Chaitanya Sonkeria, Adv.

Ms. Aastha Harshwal, Adv.

Mr. Areeb Husain, Adv.

Mr. Mukesh Verma, Adv.

Mrs. Vatsala Tripathi, Adv.

Ms. Manisha, Adv.

Mr. Krishna Prakash Dubay, Adv.

Mr. Yash Pal Dhingra, AOR

Mr. Mohammed Abdul Saleem, Adv.

Mrs. Rajshri Dubey, Adv.

Mr. Abhishek Chauhan, Adv.

Mr. Amit P Shahi, Adv.

Mr. Amit Kumar, Adv.  
 Mr. H B Dubey, Adv.  
 Mr. Sumant A Khan, Adv.  
 Mrs. Sona Khan, Adv.  
 Mr. Rajendra Anbhule, Adv.  
 Mr. Rishabh Bhardwaj, Adv.  
 Mr. Ashutosh Dubey, AOR

Ms. G. Indira, AOR  
 Mr. Aakarshan Aditya, AOR  
 Mr. Nitin Saluja, AOR

Mr. Avijit Mahi Tripathi, AOR  
 Mr. T.K. Nayak, Adv.  
 Ms. Marbiang Khongwir, Adv.

Mr. Sameer Kumar, AOR  
 Mr. Ajay Pal, AOR  
 Mr. Gaurav Kejriwal, AOR

Mr. Sameer Abhyankar, AOR  
 Mr. Krishna Rastogi, Adv.  
 Mr. Aryan Srivastava, Adv.

Mr. Neeraj Kishan Kaul, Sr. Adv.  
 Mr. Sanjay Sen, Sr. Adv.  
 Mr. Sanjay Vashishtha, Adv.  
 Mr. Toshiv Goyal, Adv.  
 Mr. Siddhartha Goswami, Adv.  
 Mr. Aditya Sachdeva, Adv.  
 Mr. Shankey Agrawal, AOR

Mr. Ankit Roy, AOR  
 Ms. Sana Hashmi, AOR  
 M/s. Karanjawala & Co., AOR  
 Mr. V. N. Raghupathy, AOR  
 Mr. Chandra Prakash, AOR  
 Mr. Mahfooz Ahsan Nazki, AOR  
 Mr. Satya Mitra, AOR  
 Mr. Nirnimesh Dube, AOR  
 Ms. Rashmi Malhotra, AOR  
 Mr. Gurmeet Singh Makker, AOR  
 Mr. Dhananjaya Mishra, AOR

Mr. Lokesh Sinhal, Sr. A.A.G.  
 Mr. Rahul Khurana, AOR  
 Ms. Bhavya Singla, Adv.

Ms. Srishti Agnihotri, AOR

Ms. Aishwarya Bhatl, A.S.G.  
 Mr. Sudarshan Lamba, AOR

Ms. Chitrangda Rastravara, Adv.  
Ms. Shivika Mehra, Adv.  
Mr. Udit Dedhiya, Adv.  
Mr. Ashok Kumar B, Adv.

Mr. Praveen Kumar Jha, AOR

Mr. Shuvodeep Roy, AOR  
Mr. Deepayan Dutta, Adv.  
Mr. Saurabh Tripathi, Adv.

Ms. Charu Ambwani, AOR  
Mr. Subhro Sanyal, AOR  
Mr. Vinodh Kanna B., AOR  
Mr. Deepayan Mandal, AOR  
Mr. Ravindra S. Garia, AOR  
Mr. Gaurav Choudhary, AOR

Mr. Ravindra Kumar, Sr. Adv.  
Mr. Binay Kumar Das, AOR  
Ms. Priyanka Das, Adv.  
Ms. Neha Das, Adv.  
Mr. Shivam Saxena, Adv.  
Mr. Vikas Bharti, Adv.

Mr. Aravindh S., AOR  
Mr. S.santhosh, Adv.  
Mr. S.bharath, Adv.

Ms. Meenakshi Chauhan, AOR

Mr. Pinky Anand, Sr. Adv.  
Mr. Kartikeya Asthana, Adv.  
Mr. Samrat Pasriccha, Adv.  
Mr. Aditi Salooja, Adv.  
Mr. Vipul Kumar, AOR  
Mr. Prajwal Tiwari, Adv.

Mr. Kumar Anurag Singh, Adv.  
Ms. Tulika Mukherjee, AOR  
Mr. Zain A. Khan, Adv.  
Mr. Dev Aaryan, Adv.

Ms. Divya Jyoti Singh, AOR  
Mr. Yoginder Handoo, AOR  
Ms. Misha Rohatgi, AOR  
Mr. Prasanna S., AOR  
Ms. Shalu Sharma, AOR

Mr. Sahit Tagotra, AOR  
Ms. Shreya Kaseera, Adv.

Mr. Talha Abdul Rahman, AOR  
Mr. Guntur Pramod Kumar, AOR  
Mr. Rishi Sehgal, AOR  
Mr. Kunal Minani, AOR

Mr. Vivek Sharma, AOR  
Dr. Vijay Kumar Sharma, Adv.

Ms. Sakshi Kakkar, AOR  
Mr. Akshay Girish Ringe, AOR  
Mr. Anuj Bhandari, AOR

Mr. Shiv Mangal Sharma, A.A.G.  
Mr. Saurabh Rajpal, Adv.  
Ms. Arushi Rathore, Adv.  
Ms. Nidhi Jaswal, AOR

Mr. Sandeep Singh, AOR  
Ms. Mithu Jain, AOR  
Ms. Asha Gopalan Nair, AOR  
Mr. Akhil Anand, AOR

Mrs. Prerna Dhali, Adv.  
Mr. Ambuj Swaroop, Adv.  
Mr. Kapil Katore, Adv.  
Ms. Rajnandani Kumari, Adv.  
Mr. Prashant Singh, AOR

Mr. Shivendra Singh, AOR  
Mr. Sanjeev Kumar, AOR  
M/S. Meharia & Company, AOR  
Ms. Divya Roy, AOR  
Ms. Shagun Matta, AOR  
Mr. Vinay Garg, AOR  
Mr. Anil Kumar, AOR  
Mr. Ravi Prakash, AOR  
Ms. N. Annapoorani, AOR  
Mr. S. Gowthaman, AOR  
M/S. Ahmadi Law Offices, AOR

Mrs. Aishwarya Bhatti, A.S.G.  
Ms. Suhashini Sen, Adv.  
Mr. Rajesh Kr. Singh, Adv.  
Mr. Subhranshu Padhi, Adv.  
Mr. Gaurang Bhushan, Adv.  
Mr. Raghav Sharma, Adv.  
Mr. Jagdish Chandra, Adv.  
Mr. Kamal Kishore, Adv.  
Dr. N. Visakamurthy, AOR

Mr. Aashishh Chauhan, Adv.  
Ms. Sonal Chauhan, Adv.

Ms. Vanya Gupta, AOR

Ms. Kajal Dalal, AOR

Mr. Ashish Pandey, AOR

Mr. Prateek Rai, Adv.

Mr. Ashutosh Bhardwaj, Adv.

Mr. Shubham Saxena, Adv.

Mr. Anmol Goyal, Adv.

Mr. Varun Singh, Adv.

Mr. Shekhar Kumar, AOR

Mr. Sandeep Narain, Adv.

Ms. Kanak Malik, Adv.

M/s. S. Narain & Co., AOR.

Ms. Aswathi M.K., AOR

Mr. Neeraj Shekhar, AOR

Mr. Rajesh Maurya, Adv.

Mrs. Kshama Sharma, Adv.

Mr. Ujjwal Ashutosh, Adv.

Mr. Rakesh Kumar-1, AOR

Mr. Pukhranbam Ramesh Kumar, AOR

Mr. Karun Shamra, Adv.

Mrs. Anupama Ngangom, Adv.

Ms. Rajkumari Divyasana, Adv.

Mr. Vikrant Singh Bais, AOR

Ms. Neeru Vaid, AOR

Ms. Aishwarya Bhati, A.S.G.

Ms. Kanu Agrawal, Adv.

Mr. Bhuvan Kapoor, Adv.

Mr. Varun Chugh, Adv.

Mr. Krishna Kant Dubey, Adv.

Ms. Indira Bhakar, Adv.

Mr. Santosh Ramdurg, Adv.

Mr. Yogesh Vats, Adv.

Mr. Shreekant Neelappa Tardal, AOR

Mr. Shiven Varma, Adv.

Mr. Saurabh Agrawal, AOR

Ms. Komal Mundhra, Adv.

Mr. Devansh Srivastava, AOR

Mr. Luv Virmani, AOR

Ms. Jaikriti S. Jadeja, AOR

Mr. Rajan Narain, AOR



Mr. Gaurav, AOR  
Mr. T. R. B. Sivakumar, AOR  
Ms. Lubna Naaz, AOR  
Mr. Parminder Singh Bhullar, AOR

Mr. Mukesh Kumar Singh, Adv.  
Mr. Narendra Kumar Goyal, Adv.  
Mr. Jeetendra Kumar, Adv.  
Ms. Kajal Rani, Adv.  
Ms. Komal Singh, Adv.  
Mr. Kadam Mans, Adv.  
Ms. Maulshree, Adv.  
Mr. Harsh Chaturvedi, Adv.  
Mr. A.K. Chaturvedi, Adv.  
Mr. Chirayu Sharma, Adv.  
Mr. Vikash Kumar, Adv.  
Mr. Saroj Kumar Sinha, Adv.  
M/s. Mukesh Kumar Singh And Co., AOR

Mr. Alok Gupta, AOR  
Mr. K. V. Mohan, AOR  
Mr. Yash S. Vijay, AOR

Mr. Debdeep Banerjee, Adv.  
M/s Lex Regis Law Offices, AOR

Ms. Kanika Singhal, AOR  
Ms. Deepshikha, Adv.

Mr. S. S. Shroff, AOR  
Ms. Astha Tyagi, AOR  
Mr. Sandeep Kumar Jha, AOR  
M/s. M. V. Kini & Associates, AOR  
Mr. Mohit Paul, AOR  
Mr. Nischal Kumar Neeraj, AOR

Ms. Deepanwita Priyanka, AOR  
Ms. Priyal Sheth, Adv.

Mr. Apoorv Kurup, A.A.G.  
Ms. Ankita Sharma, AOR  
Mr. Arjun D. Singh, Adv.  
Ms. Ishika Neogi, Adv.  
Mr. Divya Tripathi, Adv.

Mr. Kumar Dushyant Singh, AOR  
Mr. A. Venayagam Balan, AOR

Mr. Batraj Singh Malik, Adv.  
Dr. T R Naval, Adv.  
Mr. Ratan Singh, Adv.  
Mr. Ramniwas, Adv.

Dr. Pratap Singh Nerwal, AOR

Mr. Rajiv Yadav, AOR

Ms. Madhumita Bhattacharjee, AOR

Ms. Debarati Sadhu, Adv.

Mr. Dhruv Bhalla, Adv.

Mr. Anant, Adv.

Mr. Ayush Sharma, AOR

Mr. Gopal Jha, AOR

Mr. Ankit Agrawal, Adv.

Mr. Paras Bajpai, Adv.

Mr. Amreek Singh, Adv.

Mr. Atul Kumar, Adv.

Mr. Ram Ji Dwivedi, Adv.

Ms. Manju Jetley, AOR

Ms. Aishwarya Bhat, A.S.G.

Mr. Chitransh Sharma, Adv.

Mr. Chitvan Singh, Adv.

Ms. Chitrangda Rashtavara, Adv.

Mr. Kanu Agrawal, Adv.

Ms. Shivika Mehra, Adv.

Mr. Madhav Sinhal, Adv.

Mr. Rajesh Kr. Singh, Adv.

Ms. Suhasini Sen, Adv.

Mr. Gaurang Bhushan, Adv.

Mr. Amrith Kumar, AOR

Mr. Arvind Kumar Sharma-aor, Adv.

Mr. Nishit Agrawal, AOR

Mr. Raghvendra Kumar, AOR

Mr. Anando Mukherjee, AOR

Ms. Sanjivani Aggarwal, Adv.

Ms. Jyoti Aggarwal, Adv.

Mr. Pradeep Shekhawat, Adv.

Ms. Filza Moonis, AOR

Mr. Divyanshu Kumar Srivastava, AOR

Mr. Adarsh Tripathi, AOR

Ms. K. Enatoli Sema, AOR

Mr. Amit Kumar Singh, Adv.

Ms. Chubalema Chang, Adv.

Mr. Prang Newmai, Adv.

Ms. Yanmi Phazang, Adv.

Mr. Anas Tanwir, AOR  
Ms. Puja Sharma, AOR

Mr. Pradeep Misra, AOR  
Mr. Dileep Dhyani, Adv.  
Mr. Anupam Misra, Adv.  
Mr. Dinesh Jindal, Adv.  
Mr. Suraj Singh, Adv.

Mr. Manish Kumar, AOR  
Mr. Divyansh Mishra, Adv.  
Mr. Kumar Saurav, Adv.

Mr. Harsh V. Surana, AOR

Mr. Joydip Roy, A.A.G.  
Mr. Yashraj Singh Bundela, AOR  
Mrs. Pratima Singh, Adv.  
Mr. Arpit Garg, Adv.  
Ms. Sakshi, Adv.

Mr. Pulkit Agarwal, AOR

Mr. Satish Kumar, AOR  
Mr. S S Bandyopadhyay, Adv.  
Mr. Syed Miran Ahmad, Adv.  
Mr. Abhaya Nath Das, Adv.  
Ms. Sarita Verma, Adv.  
Ms. Monica Goel, Adv.  
Ms. Sonika Gill, Adv.  
Mr. Mohd Yasin, Adv.  
Mr. Nitish Pande, Adv.  
Mr. Sarthak Udaipuria, Adv.  
Ms. Mahesh Sharma, Adv.  
Mr. Abhay Singh, Adv.  
Ms. Swagoti Batches, Adv.  
Mr. Boya Kranthi Naidu, Adv.  
Mr. Hukum Deo Prasad, Adv.  
Mr. Raj Kumar Mishra, Adv.  
Mr. Hitesh C. Soni, Adv.  
Ms. Vaishali H Soni, Adv.

Ms. Aneeyavikrama Thanvi, AOR

Mr. Karan Dewan, Adv.  
Ms. Aanchal Jain, AOR  
Mr. Kartik Yadav, Adv.

Mr. M. P. Devanath, AOR

Ms. Aishwarya Bhati, ASG  
Ms. Ruchi Kohli, Sr. Adv.  
Ms. Srishti Mishra, Adv.  
Ms. Jasneet Kaur, Adv.  
Mr. Sumeet Mishra, Adv.  
Mr. R. C. Kohli, AOR

Mr. Rishi Matoliya, AOR  
Mr. Anurag Kishore, AOR  
Mr. Shishir Deshpande, AOR  
Mr. D. Kumanan, AOR  
Ms. Jyoti Mendiratta, AOR  
Ms. Rakhi Ray, AOR

Ms. Ishita Jain, AOR  
Mr. Anand Kumar Shrivastava, Adv.

Mr. Manish Kumar Gupta, AOR

Mr. Sravan Kumar Karanam, AOR  
Mr. Kumar Abhishek, Adv.  
Ms. G. Sushmita, Adv.

Mr. Vinayak Sharma, Standing Counsel, Adv.  
Mr. Ravinder Kumar Yadav, AOR  
Mr. Yashvardhan Shah, Adv.  
Ms. Kritika Yadav, Adv.  
Mr. Kshitiz Aggarwal, Adv.

Mr. Varun Varma, Adv.  
Mr. Sarthak Upadhyaya, Adv.  
Ms. Susmita Singh, Adv.  
Mr. Hitesh Kumar Sharma, Adv.  
Mr. Shray Sashank, Adv.  
Mr. Aakash Choudhary, Adv.  
Mr. T. Hari Hara Sudhan, AOR  
Mrs. S. Gomathi Lakshmi, Adv.  
Ms. Himali Choudhary, Adv.  
Mr. Jatin Malik, Adv.

Mr. Pranav Sachdeva, AOR  
Mr. Sanyam Jain, Adv.  
Mr. P. Rohit Ram, Adv.  
Ms. Khushboo Singhal, Adv.  
Ms. Mishra Divya Santosh, Adv.

Mr. Sameer Shrivastava, AOR  
Ms. Shrutii Singh, Adv.

Ms. Nidhi Mohan Parashar, AOR

Mr. Ajay Bansal, Adv.

Mr. Kuldip Singh, AOR  
 Mrs. Veena Bansal, Adv.  
 Mr. Gaurav Yadava, Adv.  
 Mr. Sourav Jindal, Adv.  
 Mr. Aditya Gupta, Adv.  
 Ms. Pooja Kumari, Adv.

Ms. Anushree Prashit Kapadia, AOR  
 Mr. Neeraj Kumar Gupta, AOR  
 Ms. Pritha Srikumar Iyer, AOR  
 Ms. Rooh-e-hina Dua, AOR  
 Ms. Vrinda Bhandari, AOR  
 Ms. Charu Mathur, AOR

Mr. Shrirang B. Varma, Adv.  
 Mr. Siddharth Dharmadhikari, Adv.  
 Mr. Aaditya Aniruddha Pande, AOR

Mr. Kailash Prashad Pandey, AOR  
 Mr. Varun Varma, Adv.  
 Mr. Hitesh Kumar Sharma, Adv.  
 Mr. Amit Kumar Chawla, Adv.  
 Mr. Akhileshwar Jha, Adv.  
 Mr. Kailash Parsad Pandey Aor, Adv.  
 Ms. Shreya Jha, Adv.  
 Ms. Niharika Dwivedi, Adv.  
 Ms. Manisha Chawla, Adv.  
 Ms. Charanjeet Sidhu, Adv.  
 Ms. Swati Vishan, Adv.  
 Ms. Rashmi Prava Mohanty, Adv.  
 Ms. Ritika Raj, Adv.  
 Mr. Jatin Malik, Adv.  
 Mr. Dilip Kumar, Adv.  
 Mr. Anupam Kumar, Adv.  
 Mr. Jogender Kumar, Adv.  
 Mr. Sandeep Singh Dingra, Adv.  
 Mr. Saurabh Kumar Solanki, Adv.  
 Mr. Prince Raj, Adv.  
 Mr. Manoj Kumar, Adv.  
 Mr. Desh Pal Singh, Adv.  
 Mr. Dinesh Kumar Yadav, Adv.  
 Mr. Raghavendra Pratap Singh, Adv.  
 Mr. Narendra Pal Sharma, Adv.  
 Mr. Honey Sharma, Adv.

Mr. Pradeep Kumar Rai, Sr. Adv.  
 Ms. Farhat Naim, Adv.  
 Mr. Vinay Kumar Rai, Adv.  
 Mrs. Rajshree Rai, Adv.  
 Ms. Modoyia Kayina, Adv.  
 Mr. Paras Chauhan, Adv.  
 Mr. Parimal Rai, Adv.

Mr. Samyak Mordia, Adv.  
Ms. Karishma John, Adv.  
Mr. Shreyansh Singh, Adv.  
Mr. Ranjeet Kumar, Adv.  
Ms. Shweta, Adv.  
M/s R And R Law Associates, AOR

Ms. Surabhi Sanchita, AOR  
Mr. Vinod Sharma, AOR

Mr. Debojit Borkakati, AOR

Mr. Vikrant Singh Bais, AOR

Ms. Manali Singhal, Adv.  
Ms. Diksha Rai, AOR  
Ms. Aanchal Kapoor, Adv.

Dr. Brij Bhushan K Jauhari, Adv.  
Mr. Deepak Jyoti Ghildiyal, Adv.  
Mr. Arun Chandra Srivastava, Adv.  
Dr. Sushil Kumar Sharma, Adv.  
Mr. O.p.singh, Adv.  
Mr. Harsh Mahan, Adv.  
Ms. Purnima Jauhari, AOR

Mr. Danish Zubair Khan, AOR  
Mr. Vikas Mehta, AOR

Mr. Varun Singh, Adv.  
Ms. Kajal S Gupta, Adv.  
Mr. Mudit Gupta, AOR

Ms. K. V. Bharathi Upadhyaya, AOR  
Ms. Pritama, Adv.  
Ms. Shaivani Gupta, Adv.  
Dr. Sunita, Adv.  
Mr. Sufyan Hasan, Adv.  
Ms. Hema Malik, Adv.  
Ms. D Poornima, Adv.  
Mr. Bipin Vinayak Chandan, Adv.

Mr. Shantwanu Singh, AOR  
Mr. Gautam Jha, AOR

UPON hearing the counsel the court made the following  
O R D E R

Re: Enhancement of ECC

1. It has been brought to our notice that, in deference to our



order dated 21.01.2026, the Commission for Air Quality Management ("CAQM") has made some proposals for revision of the Environment Compensation Charge (ECC). Paragraph 21 of the proposal reads as follows:

*"21. In view of the deliberations held with concerned agencies, information provided by them and the foregoing analysis, the Commission proposes revision of ECC rates w.e.f. 01.04.2026, as under:*

S. No.	Vehicle Category	Existing Rate	Proposed Rate
(i)	Category 2 (light duty vehicles etc.) and Category 3 (2 axle trucks)	Rs.1400/-	Rs.2000/-
(ii)	Category 4 (3 axle trucks) and Category 5 (4 axle trucks and above)	Rs.2500/-	Rs.4000/-

2. Further, in paragraph 23 of the proposal, it is suggested that the ECC rates may be enhanced by 5% every year, w.e.f. April 1. It will be useful to reproduce paragraphs 22, 23 and 24 of the recommendations, which read as follows:

*"22. The aforesaid proposed revision will broadly restore the deterrence value of ECC as originally fixed in 2015 and reinstate a significant cost differential between transit through Delhi and diversion via peripheral expressways.*

*23. An analysis of increase in toll rates through EPE of NHAI (Table-B) indicates that there has been about 4.8% compounded annual increase in rates of toll since 2018. With a view to discourage entry of diesel commercial vehicles into Delhi and taking into account inflation and increase in vehicle operating costs as well as annual increase in NHAI toll rates the Commission recommends that the ECC rates may be enhanced by 5% every year w.e.f. 1<sup>st</sup> April (rounded off to nearest 10 rupees) and such revision may be notified by GNCTD.*

*24. The Commission further recommends that MCD may undertake rationalisation of its toll structure for revision of the existing toll rates, address the existing disparities in vehicle classification vis-a-vis the framework adopted by NHAI and also undertake a comprehensive Traffic and Revenue Study to assess traffic potential and route diversion patterns, particularly in light of the proposed ECC revision."*

3. We have considered the proposal submitted by the CAQM and find the same to be reasonable, just, and fair. The proposals given in paragraphs 21 and 23 are, accordingly, approved, subject to the clarification that 5% enhancement shall take place w.e.f. 01.04.2026. Ordered accordingly.

4. In addition, all stakeholders shall continue to take all necessary steps to ensure that commercial and other heavy vehicles which are not required to enter Delhi, except for the supply of essential commodities, etc., ply on the expressways constructed to circumvent Delhi. Such recourse will also save them from payment of the revised ECC.

5. Meanwhile, the Municipal Corporation of Delhi ("MCD") is also directed to have instructions in terms of paragraph 24 of the CAQM's proposal, as quoted above. Further, the National Highways Authority of India and the MCD are directed to work in tandem and ensure compliance with the directions contained in the order dated 21.01.2026, particularly for the purpose of shifting the toll plazas to some other suitable location(s).

Writ Petition(C) No. 13929/1985

6. In terms of the signed reportable judgement, the Writ Petition is disposed of with directions, as mentioned in the judgement.

G.A. No. 8564/2022 & T.C.(C) No. 148/2025

7. In terms of the signed reportable judgement, following direction was issued in paragraph 18:

"An exercise analogous to that contained in Paragraph 16 shall be taken with respect to the Appeals and Petitions, except

  
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Contempt Petitions, tagged with the instant writ petition. Accordingly, if they are required to be considered by this court, they shall be registered as IAs within the respective Suo Moto Writ Petition. In that respect, all tagged contempt petitions shall be separately listed after taking directions from the Chief Justice of India on the administrative side."

(ARJUN BISHT)

ASTT. REGISTRAR-CUM-PS

(PREETHI T.C.)

ASSISTANT REGISTRAR

(signed reportable judgement is placed on the file)

  
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Toll Tax Department  
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**Annexure-18**

The commercial trip traffic flow data alongwith monthly pass holding vehicles traffic data of vehicles entering into Delhi through all entry points of Delhi from the month of April 2025 to March 2026 is annexed at Annexure-18.

Period	DAILY TRIP TRAFFIC COUNT DATA						MONTHLY PASS HOLDING VEHICLES COUNT DATA						Daily Ticket + Monthly Pass Holding
	Cat-1	Cat-2	Cat-3	Cat-4	Cat-5	Total (A)	Cat-1	Cat-2	Cat-3	Cat-4	Cat-5	Total (B)	Grand Total (A+B)
April-2025	2410361	484485	227561	62047	88554	3273008	52753	3500	1069	531	108	57961	3330969
May-2025	2889351	588759	280979	75134	109557	3943780	75841	6215	1183	790	153	84182	4027962
June-2025	2318186	460918	222464	58047	84573	3144188	56288	3151	1369	647	126	61581	3205769
July-2025	2800390	542170	277890	72825	105002	3798274	81381	6727	1759	899	174	90940	3889214
Aug-2025	2252919	434338	219453	57377	79718	3043805	36065	2471	863	399	105	39903	3083708
Sep-2025	2377162	458718	246091	64523	94165	3240659	51073	3223	1271	590	105	56262	3296921
Oct-2025	3026672	585627	289655	75649	107374	4084977	82609	6049	1737	792	160	91349	4176326
Nov-2025	2681832	502224	234259	52256	83139	3553762	45600	2929	1374	658	144	50705	3604467
Dec-2025	2562034	482995	226581	49789	75836	3397235	55502	3142	1548	725	164	61081	3458316
Jan-2026	3104658	575713	284671	68964	102790	4136996	83134	4950	1865	885	180	91014	4228010
Feb-2026	2857877	522759	256399	68214	93494	3798743	68280	4011	1360	755	161	74567	3873310
Mar-2026	2567031	478796	232939	60519	83300	3422585	51848	2497	1476	759	133	56713	3479298
<b>Total</b>	<b>31848473</b>	<b>6117502</b>	<b>2998942</b>	<b>765344</b>	<b>1107502</b>	<b>42838012</b>	<b>740374</b>	<b>48865</b>	<b>16874</b>	<b>8430</b>	<b>1713</b>	<b>816258</b>	<b>43654270</b>

  
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**ANNEXURE-19**

The detail of lane equipment, booth equipment, plaza equipment, license's, software provided and number of RFID lane / Free lane at 13\* entry points are as under:-

**List of Lanes**

S. No.	Plaza Name / Location	RFID Lane for collection of Toll & ECC	Free Lane	Addl. RFID Lane	Remarks
1	Aya Nagar	2	2		
2	DND*	4	6		
3	Shahdara Main	1	1		
4	Shahdara Flyover	2	1		
5	Ghazipur Main	1	0	1	Addl. lane for collection of Toll & ECC
6	Ghazipur Old	2	0		
7	Kalindi Kunj	2	2		
8	Kapashera	4	2		
9	Tikri	2	2		
10	Kundli	10	0		
11	Badarpur Main*	10		10	10 RFID lane for collection of Toll, ECC and User fees on behalf of NHAI from specified in bound vehicles entering Delhi. 10 additional lane for collection of User fee only behalf of NHAI specified out bound vehicles living Delhi.
12	Badarpur Flyover*	7		6	7 RFID lane for collection of Toll, ECC and User fees on behalf of NHAI from specified in bound vehicles entering Delhi. 6 additional lane for collection of User fee only behalf of NHAI specified out bound vehicles living Delhi.
13	Rajokari	9	0		
	<b>TOTAL</b>	<b>56</b>	<b>16</b>	<b>17</b>	

\*At DND & Badarpur Main & Badarpur flyover Plazas automated RFID System have been installed but taken over by Noida Authority and NHAI respectively. However, the Toll Tax & ECC is collected at temporary locations for the time being by using integrated Hand-Held-Device/Mobile Device/App with RFID System.

  
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Ayanagar				
Sr No	Equipment		FREE	
		Installed	Installed	Installed
Lane Equipment				
1a	RFID Lane Reader for Prescreening and Tag Identification and for for transaction processing	2	2	4
2	Automatic Vehicle Classification (AVC) incl Sensors, loop and detector	2	0	2
3	Traffic Light/Transaction Signal	2	0	2
4	Overhead Lane Sign	2	0	2
5	User Fare Display	2	0	2
6	Automatic Boom Barrier	2	0	2
7	Barrier IR Sensor	0	0	0
8	Fog Light	2	0	2
9	Violation Light & Violation Alarm	2	0	2
10	Lane Incident Capture Camera	2	2	4
11	License Plate Capture Camera	2	2	4
12	Loop with Detector	2	0	2
13	Light curtain	0	0	0
14	Hand held RFID Reader	1	0	1
Booth Equipment				
15	Toll Lane Monitor	2	0	2
16	Customized Key Board	2	0	2
17	Toll Fee Reciept Printer	2	0	2
18	UPS for Toll Lane Equipment	2	0	2
19	Intercom Slave	2	0	2
20	Electronic Enclosure	2	0	2
21	Toll Lane Controller	2	0	2
22	AVC Controller	2	0	2
23	Booth Camera	2	0	2
Plaza Equipment				
Sr No	Equipment	Installed		
24	Plaza Server	2		
25	SAN	1		
26	Video Server	1		
27	Server Rack	1		
28	POS RFID Reader/Writer	0		
29	Admin/Audit Workstation	6		



30	Network Laser Printer (B&W)	2		
31	Network Switch (Layer 2) for Lane and Plaza	2		
32	Intercom Master	1		
33	UPS for Plaza System	1		
34	BarCode Reader	1		
35	Internet Connectivity	2		
36	Plaza Control Room Display Monitor	1		
37	PTZ Camera	2		
38	POS/Cashup high resolution Dome camera	4		
39				
40	MPLS Connectivity	2		
41	Firewall with IPS	1		
42	USB Camera for POS Workstation	0		
43	Copier and Scanner in POS	1		
	<b>Licenses</b>	<b>Installed</b>		
1	Oracle database	1		
2	MS-Office for 4 Workstations at each site (Reporting Terminal, POS, Validation and Cashup	4		
3	Windows Server	2		
4	Windows for Workstation	6		
5	Anti-Virus and Anti-Spam for 6 Workstations	6		
6	Lane Software	2		
7	Plaza Software	1		
8	IPS - Gateway	0		
9	Video Management Software	16		16

  
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### **DND Toll Plaza**

**\*At DND & Badarpur Main & Badarpur flyover Plazas automated RFID System have been installed but taken over by Noida Authority and NHAI respectively. However, the Toll Tax & ECC is collected at temporary locations for the time being by using integrated Hand-Held-Device/Mobile Device/App with RFID System.**

Rajokri				
Sr No	Equipment	RFID Lane	Free Lane	Total
		Installed	Installed	Installed
Lane Equipment				
1a	RFID Lane Reader for Prescreening and Tag Identification	9	0	9
2	Automatic Vehicle Classification (AVC) incl Sensors, loop and detector	9	0	9
3	Traffic Light/Transaction Signal	9	0	9
4	Overhead Lane Sign	9	0	9
5	User Fare Display	9	0	9
6	Automatic Boom Barrier	9	0	9
7	Barrier IR Sensor	0	0	0
8	Fog Light	9	0	9
9	Violation Light & Violation Alarm	9	0	9
10	Lane Incident Capture Camera	9	0	9
11	License Plate Capture Camera	9	0	9
12	Loop with Detector	9	0	9
13	Light curtain	0	0	0
14	Hand held RFID Reader	2	0	2
Booth Equipment				
15	Toll Lane Monitor	9	0	9
16	Customized Key Board	9	0	9
17	Toll Fee Reciept Printer	9	0	9
18	UPS for Toll Lane Equipment	9	0	9
19	Intercom Slave	9	0	9
20	Electronic Enclosure	9	0	9
21	Toll Lane Controller	9	0	9
22	AVC Controller	9	0	9
23	Booth Camera	9	0	9
Plaza Equipment				
Sr No	Equipment	Installed		
24	Plaza Server	2		
25	SAN	1		
26	Video Server	1		
27	Server Rack	1		
28	POS Rfid Reader/Writer	0		
29	Admin/Audit Workstation	6		
30	Network Laser Printer (B&W)	2		
31	Network Switch (Layer 2) for Lane and Plaza	2		
32	Intercom Master	1		
33	UPS for Plaza System	1		
34	BarCode Reader	1		

35	Internet Connectivity	2		
36	Plaza Control Room Display Monitor	1		
37	PTZ Camera	2		
38	POS/Cashup high resolution Dome camera	4		
39				
40	MPLS Connectivity	2		
41	Firewall with IPS	1		
42	USB Camera for POS Workstation	0		
43	Copier and Scanner in POS	1		
	<b>Licenses - Pending approx Value</b>	<b>Installed</b>		
1	Oracle database	1		
2	MS-Office for 4 Workstations at each site (Reporting Terminal, POS, Validation and Cashup)	4		
3	Windows Server	2		
4	Windows for Workstation	6		
5	Anti-Virus and Anti-Spam for 6 Workstations	6		
6	Lane Software	9		
7	Plaza Software	1		
8	IPS - Gateway	1		
9	Video Management Software	33		33

KAPASHERA				
Sr No	Equipment	RFID Lane	Free Lane	Total
		Installed	Installed	Installed
Lane Equipment				
1a	RFID Lane Reader for Prescreening and Tag Identification	4	2	6
1b	RFID reader for transaction processing		0	0
2	Automatic Vehicle Classification (AVC) incl Sensors, loop and detector	4	0	4
3	Traffic Light/Transaction Signal	4	0	4
4	Overhead Lane Sign	4	0	4
5	User Fare Display	4	0	4
6	Automatic Boom Barrier	4	0	4
7	Barrier IR Sensor	0	0	0
8	Fog Light	4	0	4
9	Violation Light & Violation Alarm	4	0	4
10	Lane Incident Capture Camera	4	2	6
11	License Plate Capture Camera	4	2	6
12	Loop with Detector	4	0	4
13	Light curtain	0	0	0
14	Hand held RFID Reader	2	0	2
Booth Equipment				
15	Toll Lane Monitor	4	0	4
16	Customized Key Board	4	0	4
17	Toll Fee Reciept Printer	4	0	4
18	UPS for Toll Lane Equipment	4	0	4
19	Intercom Slave	4	0	4
20	Electronic Enclosure	4	0	4
21	Toll Lane Controller	4	0	4
22	AVC Controller	4	0	4
23	Booth Camera	4	0	4
Plaza Equipment				
Sr No	Equipment	Installed		
24	Plaza Server	2		
25	SAN	1		
26	Video Server	1		
27	Server Rack	1		
28	POS Rfid Reader/Writer	0		
29	Admin/Audit Workstation	7		
30	Network Laser Printer (B&W)	2		
31	Network Switch (Layer 2) for Lane and	2		

	Plaza			
32	Intercom Master	1		
33	UPS for Plaza System	1		
34	BarCode Reader	1		
35	Internet Connectivity	2		
36	Plaza Control Room Display Monitor	1		
37	PTZ Camera	2		
38	POS/Cashup high resolution Dome camera	4		
39				
40	MPLS Connectivity	2		
41	Firewall with IPS	1		
42	USB Camera for POS Workstation	0		
43	Copier and Scanner in POS	1		

	Licenses - Pending approx Value	Installed		
1	Oracle database	1		
2	MS-Office @ 5000 for 4 Workstations at each site (Reporting Terminal, POS, Validation and Cashup)	5		
3	Windows Server	2		
4	Windows for Workstation	7		
5	Anti-Virus and Anti-Spam @ 5000 for 6 Workstations	7		
6	Lane Software	4		
7	Plaza Software	1		
8	IPS - Gateway	0		
9	Video Management Software	22		22

  
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KALINDI KUNJ				
Sr No	Equipment	RFID Lane	Free Lane	Total
		Installed	Installed	Installed
Lane Equipment				
1a	RFID Lane Reader for Prescreening and Tag Identification	2	2	4
1b	RFID reader for transaction processing		0	0
2	Automatic Vehicle Classification (AVC) incl Sensors, loop and detector	2	0	2
3	Traffic Light/Transaction Signal	2	0	2
4	Overhead Lane Sign	2	0	2
5	User Fare Display	2	0	2
6	Automatic Boom Barrier	2	0	2
7	Barrier IR Sensor	0	0	0
8	Fog Light	2	0	2
9	Violation Light & Violation Alarm	2	0	2
10	Lane Incident Capture Camera	2	2	4
11	License Plate Capture Camera	2	2	4
12	Loop with Detector	2	0	2
13	Light curtain	0	0	0
14	Hand held RFID Reader	1	0	1
Booth Equipment				
15	Toll Lane Monitor	2	0	2
16	Customized Key Board	2	0	2
17	Toll Fee Reciept Printer	2	0	2
18	UPS for Toll Lane Equipment	2	0	2
19	Intercom Slave	2	0	2
20	Electronic Enclosure	2	0	2
21	Toll Lane Controller	2	0	2
22	AVC Controller	2	0	2
23	Booth Camera	2	0	2
Plaza Equipment				
Sr No	Equipment	Installed		
24	Plaza Server	2		
25	SAN	1		

26	Video Server	1		
27	Server Rack	1		
28	POS Rfid Reader/Writer	0		
29	Admin/Audit Workstation	6		
30	Network Laser Printer (B&W)	2		
31	Network Switch (Layer 2) for Lane and Plaza	2		
32	Intercom Master	1		
33	UPS for Plaza System	1		
34	BarCode Reader	1		
35	Internet Connectivity	2		
36	Plaza Control Room Display Monitor	1		
37	PTZ Camera	2		
38	POS/Cashup high resolution Dome camera	4		
39				
40	MPLS Connectivity	2		
41	Firewall with IPS	1		
42	USB Camera for POS Workstation	0		
43	Copier and Scanner in POS	1		
	<b>Licenses - Pending approx Value</b>	<b>Installed</b>		
1	Oracle database	1		
2	MS-Office for 4 Workstations at each site (Reporting Terminal, POS, Validation and Cashup)	4		
3	Windows Server	2		
4	Windows for Workstation	6		
5	Anti-Virus and Anti-Spam for 6 Workstations	6		
6	Lane Software	2		
7	Plaza Software	1		
8	IPS - Gateway	0		
9	Video Management Software	16		16

SHAHDARA MAIN				
Sr No	Equipment	RFID Lane	Free Lane	Total
		Installed	Installed	Installed
Lane Equipment				
1a	RFID Lane Reader for Prescreening and Tag Identification	1	1	2
1b	RFID reader for transaction processing		0	0
2	Automatic Vehicle Classification (AVC) incl Sensors, loop and detector	1	0	1
3	Traffic Light/Transaction Signal	1	0	1
4	Overhead Lane Sign	1	0	1
5	User Fare Display	1	0	1
6	Automatic Boom Barrier	1	0	1
7	Barrier IR Sensor	0	0	0
8	Fog Light	1	0	1
9	Violation Light & Violation Alarm	1	0	1
10	Lane Incident Capture Camera	1	1	2
11	License Plate Capture Camera	1	1	2
12	Loop with Detector	1	0	1
13	Light curtain	0	0	0
14	Hand held RFID Reader	2	0	2
Booth Equipment				
15	Toll Lane Monitor	1	0	1
16	Customized Key Board	1	0	1
17	Toll Fee Reciept Printer	1	0	1
18	UPS for Toll Lane Equipment	1	0	1
19	Intercom Slave	1	0	1
20	Electronic Enclosure	1	0	1
21	Toll Lane Controller	1	0	1
22	AVC Controller	1	0	1
23	Booth Camera	2	0	2
Plaza Equipment				
Sr No	Equipment	Installed		
24	Plaza Server	2		
25	SAN	1		
26	Video Server	1		
27	Server Rack	1		
28	POS Rfid Reader/Writer	0		
29	Admin/Audit Workstation	7		
30	Network Laser Printer (B&W)	2		
31	Network Switch (Layer 2) for Lane and Plaza	2		

32	Intercom Master	1		
33	UPS for Plaza System	1		
34	BarCode Reader	2		
35	Internet Connectivity	1		
36	Plaza Control Room Display Monitor	1		
37	PTZ Camera	2		
38	POS/Cashup high resolution Dome camera	4		
39				
40	MPLS Connectivity	2		
41	Firewall with IPS	1		
42	USB Camera for POS Workstation	0		
43	Copier and Scanner in POS	1		

	Licenses - Pending approx Value	Installed		
1	Oracle database	1		
2	MS-Office for 4 Workstations at each site (Reporting Terminal, POS, Validation and Cashup)	5		
3	Windows Server	2		
4	Windows for Workstation	7		
5	Anti-Virus and Anti-Spam for 6 Workstations	7		
6	Lane Software	1		
7	Plaza Software	1		
8	IPS - Gateway	0		
9	Video Management Software	11		11

SHAHDARA FLYOVER				
Sr No	Equipment	RFID Lane	Free Lane	Total
		Installed	Installed	Installed
Lane Equipment				
1a	RFID Lane Reader for Prescreening and Tag Identification	2	1	3
1b	RFID reader for transaction processing		0	0
2	Automatic Vehicle Classification (AVC) incl Sensors, loop and detector	2	0	2
3	Traffic Light/Transaction Signal	2	0	2
4	Overhead Lane Sign	2	0	2
5	User Fare Display	2	0	2
6	Automatic Boom Barrier	2	0	2
7	Barrier IR Sensor	0	0	0
8	Fog Light	2	0	2
9	Violation Light & Violation Alarm	2	0	2
10	Lane Incident Capture Camera	2	1	3
11	License Plate Capture Camera	2	1	3
12	Loop with Detector	2	0	2
13	Light curtain	0	0	0
14	Hand held RFID Reader	1	0	1
Booth Equipment				
15	Toll Lane Monitor	2	0	2
16	Customized Key Board	2	0	2
17	Toll Fee Reciept Printer	2	0	2
18	UPS for Toll Lane Equipment	2	0	2
19	Intercom Slave	2	0	2
20	Electronic Enclosure	2	0	2
21	Toll Lane Controller	2	0	2
22	AVC Controller	2	0	2
23	Booth Camera	2	0	2
Plaza Equipment				
Sr No	Equipment	Installed		
24	Plaza Server	2		
25	SAN	1		
26	Video Server	1		
27	Server Rack	1		
28	POS Rfid Reader/Writer	0		
29	Admin/Audit Workstation	6		
30	Network Laser Printer (B&W)	2		
31	Network Switch (Layer 2) for Lane and Plaza	2		

32	Intercom Master	1		
33	UPS for Plaza System	1		
34	BarCode Reader	1		
35	Internet Connectivity	2		
36	Plaza Control Room Display Monitor	1		
37	PTZ Camera	2		
38	POS/Cashup high resolution Dome camera	4		
39				
40	MPLS Connectivity	2		
41	Firewall with IPS	1		
42	USB Camera for POS Workstation	0		
43	Copier and Scanner in POS	1		
	<b>Licenses - Pending approx Value</b>	<b>Installed</b>		
1	Oracle database	1		
2	MS-Office for 4 Workstations at each site (Reporting Terminal, POS, Validation and Cashup)	4		
3	Windows Server	2		
4	Windows for Workstation	6		
5	Anti-Virus and Anti-Spam for 6 Workstations	6		
6	Lane Software	2		
7	Plaza Software	1		
8	IPS - Gateway	1		
9	Video Management Software	14		14



GAZIPUR MAIN			
Sr No	Equipment	RFID Lane	Total
		Installed	Installed
Lane Equipment			
1a	RFID Lane Reader for Prescreening and Tag Identification	1	1
1b	RFID reader for transaction processing		0
2	Automatic Vehicle Classification (AVC) incl Sensors, loop and detector	1	1
3	Traffic Light/Transaction Signal	1	1
4	Overhead Lane Sign	1	1
5	User Fare Display	1	1
6	Automatic Boom Barrier	1	1
7	Barrier IR Sensor	0	0
8	Fog Light	1	1
9	Violation Light & Violation Alarm	1	1
10	Lane Incident Capture Camera	1	1
11	License Plate Capture Camera	1	1
12	Loop with Detector	1	1
13	Light curtain	0	0
14	Hand held RFID Reader	1	1
Booth Equipment			
15	Toll Lane Monitor	1	1
16	Customized Key Board	1	1
17	Toll Fee Reciept Printer	1	1
18	UPS for Toll Lane Equipment	1	1
19	Intercom Slave	1	1
20	Electronic Enclosure	1	1
21	Toll Lane Controller	1	1
22	AVC Controller	1	1
23	Booth Camera	1	1
Plaza Equipment			
Sr No	Equipment	Installed	
24	Plaza Server	2	
25	SAN	1	
26	Video Server	1	
27	Server Rack	1	
28	POS Rfid Reader/Writer	0	
29	Admin/Audit Workstation	6	
30	Network Laser Printer (B&W)	2	
31	Network Switch (Layer 2) for Lane and Plaza	2	
32	Intercom Master	1	

33	UPS for Plaza System	1	
34	BarCode Reader	2	
35	Internet Connectivity	2	
36	Plaza Control Room Display Monitor	1	
37	PTZ Camera	2	
38	POS/Cashup high resolution Dome camera	4	
39			
40	MPLS Connectivity	2	
41	Firewall with IPS	1	
42	USB Camera for POS Workstation	0	
43	Copier and Scanner in POS	1	
	<b>Licenses - Pending approx Value</b>	<b>Installed</b>	
1	Oracle database	1	
2	MS-Office for 4 Workstations at each site (Reporting Terminal, POS, Validation and Cashup	4	
3	Windows Server	2	
4	Windows for Workstation	6	
5	Anti-Virus and Anti-Spam for 6 Workstations	6	
6	Lane Software	1	
7	Plaza Software	1	
8	IPS - Gateway	1	
9	Video Management Software	9	9

GAZIPUR OLD			
Sr No	Equipment	RFID Lane	Total
		Installed	Installed
Lane Equipment			
1a	RFID Lane Reader for Prescreening and Tag Identification	2	2
1b	RFID reader for transaction processing		0
2	Automatic Vehicle Classification (AVC) incl Sensors, loop and detector	2	2
3	Traffic Light/Transaction Signal	2	2
4	Overhead Lane Sign	2	2
5	User Fare Display	2	2
6	Automatic Boom Barrier	2	2
7	Barrier IR Sensor	0	0
8	Fog Light	2	2
9	Violation Light & Violation Alarm	2	2
10	Lane Incident Capture Camera	2	2
11	License Plate Capture Camera	2	2
12	Loop with Detector	2	2
13	Light curtain	0	0
14	Hand held RFID Reader	1	1
Booth Equipment			
15	Toll Lane Monitor	2	2
16	Customized Key Board	2	2
17	Toll Fee Reciept Printer	2	2
18	UPS for Toll Lane Equipment	2	2
19	Intercom Slave	2	2
20	Electronic Enclosure	2	2
21	Toll Lane Controller	2	2
22	AVC Controller	2	2
23	Booth Camera	2	2
Plaza Equipment			
Sr No	Equipment	Installed	
24	Plaza Server	2	
25	SAN	1	
26	Video Server	1	
27	Server Rack	1	
28	POS Rfid Reader/Writer	0	
29	Admin/Audit Workstation	7	
30	Network Laser Printer (B&W)	2	
31	Network Switch (Layer 2) for Lane and Plaza	2	
32	Intercom Master	1	
33	UPS for Plaza System	1	
34	BarCode Reader	1	

35	Internet Connectivity	2	
36	Plaza Control Room Display Monitor	1	
37	PTZ Camera	2	
38	POS/Cashup high resolution Dome camera	4	
39			
40	MPLS Connectivity	2	
41	Firewall with IPS	1	
42	USB Camera for POS Workstation	0	
43	Copier and Scanner in POS	1	
	<b>Licenses</b>	<b>Installed</b>	
1	Oracle database	1	
2	MS-Office for 4 Workstations at each site (Reporting Terminal, POS, Validation and Cashup)	5	
3	Windows Server	2	
4	Windows for Workstation	7	
5	Anti-Virus and Anti-Spam for 6 Workstations	7	
6	Lane Software	2	
7	Plaza Software	1	
8	IPS - Gateway	1	
9	Video Management Software	12	12

**GAZIPUR OLD - Additional Equipment**

GAZT FOR OLD - Additional Equipment			
Sr No	Equipment	RFID Lane	Total
		Installed	Installed
Lane Equipment			
1a	RFID Lane Reader for Prescreening and Tag Identification	3	1
1b	RFID reader for transaction processing		
2	Automatic Vehicle Classification (AVC) incl Sensors, loop and detector	3	1
3	Traffic Light/Transaction Signal	3	1
4	Overhead Lane Sign	3	1
5	User Fare Display	3	1
6	Automatic Boom Barrier		
7	Barrier IR Sensor		
8	Fog Light	3	1
9	Violation Light & Violation Alarm	3	1
10	Lane Incident Capture Camera	1	1
11	License Plate Capture Camera	1	1
12	Loop with Detector		
13	Light curtain		
14	Hand held RFID Reader	2	1

Booth Equipment			
15	Toll Lane Monitor	3	1
16	Customized Key Board	3	1
17	Toll Fee Reciept Printer	3	1
18	UPS for Toll Lane Equipment	3	1
19	Intercom Slave	3	1
20	Electronic Enclosure	3	1
21	Toll Lane Controller	3	1
22	AVC Controller	3	1
23	Booth Camera	3	1
Plaza Equipment			
24	Plaza Server		
25	SAN		
26	Video Server		
27	Server Rack		
28	POS Rfid Reader/Writer		
29	Admin/Audit Workstation		
30	Network Laser Printer (B&W)		
31	Network Switch (Layer 2) for Lane and Plaza		
32	Intercom Master		
33	UPS for Plaza System		
34	BarCode Reader	2	1
35	Internet Connectivity		
36	Plaza Control Room Display Monitor		
37	PTZ Camera		
38	POS/Cashup high resolution Dome camera		
39			
40	MPLS Connectivity		
41	Firewall with IPS		
42	USB Camera for POS Workstation		
43	Copier and Scanner in POS		
Software Licenses			
1	Video Management Software	5	5



**TIKRI**

Sr No	Equipment	RFID Lane	Free Lane	Total
		Installed	Installed	Installed

**Lane Equipment**

1a	RFID Lane Reader for Prescreening and Tag Identification	2	2	4
1b	RFID reader for transaction processing		0	0
2	Automatic Vehicle Classification (AVC) incl Sensors, loop and detector	2	0	2
3	Traffic Light/Transaction Signal	2	0	2
4	Overhead Lane Sign	2	0	2
5	User Fare Display	2	0	2
6	Automatic Boom Barrier	2	0	2
7	Barrier IR Sensor	0	0	0
8	Fog Light	2	0	2
9	Violation Light & Violation Alarm	2	0	2
10	Lane Incident Capture Camera	2	2	4
11	License Plate Capture Camera	2	2	4
12	Loop with Detector	2	0	2
13	Light curtain	0	0	0
14	Hand held RFID Reader	2	0	2

**Booth Equipment**

15	Toll Lane Monitor	2	0	2
16	Customized Key Board	2	0	2
17	Toll Fee Receipt Printer	2	0	2
18	UPS for Toll Lane Equipment	2	0	2
19	Intercom Slave	2	0	2
20	Electronic Enclosure	2	0	2
21	Toll Lane Controller	2	0	2
22	AVC Controller	2	0	2
23	Booth Camera	2	0	2

**Plaza Equipment**

Sr No	Equipment	Installed		
24	Plaza Server	2		
25	SAN	1		
26	Video Server	1		
27	Server Rack	1		
28	POS Rfid Reader/Writer	0		
29	Admin/Audit Workstation	7		
30	Network Laser Printer (B&W)	2		
31	Network Switch (Layer 2) for Lane and Plaza	2		
32	Intercom Master	1		
33	UPS for Plaza System	1		

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34	BarCode Reader	1		
35	Internet Connectivity	2		
36	Plaza Control Room Display Monitor	1		
37	PTZ Camera	2		
38	POS/Cashup high resolution Dome camera	4		
39				
40	MPLS Connectivity	2		
41	Firewall with IPS	1		
42	USB Camera for POS Workstation	0		
43	Copier and Scanner in POS	1		

	Licenses - Pending approx Value	Installed		
1	Oracle database	1		
2	MS-Office for 4 Workstations at each site (Reporting Terminal, POS, Validation and Cashup	5		
3	Windows Server	2		
4	Windows for Workstation	7		
5	Anti-Virus and Anti-Spam for 6 Workstations	7		
6	Lane Software	2		
7	Plaza Software	1		
8	IPS - Gateway	1		
9	Video Management Software	16		16

KUNDLI			
Sr No	Equipment	RFID Lane	Total
		Installed	Installed
Lane Equipment			
1a	RFID Lane Reader for Prescreening and Tag Identification	10	10
1b	RFID reader for transaction processing		0
2	Automatic Vehicle Classification (AVC) incl Sensors, loop and detector	10	10
3	Traffic Light/Transaction Signal	10	10
4	Overhead Lane Sign	10	10
5	User Fare Display	10	10
6	Automatic Boom Barrier	10	10
7	Barrier IR Sensor	0	0
8	Fog Light	10	10
9	Violation Light & Violation Alarm	10	10
10	Lane Incident Capture Camera	10	10
11	License Plate Capture Camera	10	10
12	Loop with Detector	10	10
13	Light curtain	0	0
14	Hand held RFID Reader	5	5
Booth Equipment			
15	Toll Lane Monitor	10	10
16	Customized Key Board	10	10
17	Toll Fee Reciept Printer	10	10
18	UPS for Toll Lane Equipment	10	10
19	Intercom Slave	10	10
20	Electronic Enclosure	10	10
21	Toll Lane Controller	10	10
22	AVC Controller	10	10
23	Booth Camera	10	10
Plaza Equipment			
Sr No	Equipment	Installed	
24	Plaza Server	2	
25	SAN	1	
26	Video Server	1	
27	Server Rack	1	
28	POS Rfid Reader/Writer	0	
29	Admin/Audit Workstation	7	
30	Network Laser Printer (B&W)	2	
31	Network Switch (Layer 2) for Lane and Plaza	2	
32	Intercom Master	1	

33	UPS for Plaza System	1	
34	BarCode Reader	2	
35	Internet Connectivity	2	
36	Plaza Control Room Display Monitor	1	
37	PTZ Camera	2	
38	POS/Cashup high resolution Dome camera	4	
39			
40	MPLS Connectivity	2	
41	Firewall with IPS	1	
42	USB Camera for POS Workstation	0	
43	Copier and Scanner in POS	1	
	<b>Licenses - Pending approx Value</b>	<b>Installed</b>	
1	Oracle database	1	
2	MS-Office for 4 Workstations at each site (Reporting Terminal, POS, Validation and Cashup)	5	
3	Windows Server	2	
4	Windows for Workstation	7	
5	Anti-Virus and Anti-Spam for 6 Workstations	7	
6	Lane Software	10	
7	Plaza Software	1	
8	IPS - Gateway	1	
9	Video Management Software	36	36

**Badarpur Main Toll Plaza**

**\*At DND & Badarpur Main & Badarpur flyover Plazas automated RFID System have been installed but taken over by Noida Authority and NHAI respectively. However, the Toll Tax & ECC is collected at temporary locations for the time being by using integrated Hand-Held-Device/Mobile Device/App with RFID System.**

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**Badarpur Flyover**

**\*At DND & Badarpur Main & Badarpur flyover Plazas automated RFID System have been installed but taken over by Noida Authority and NHAI respectively. However, the Toll Tax & ECC is collected at temporary locations for the time being by using integrated Hand-Held-Device/Mobile Device/App with RFID System.**

  
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In addition to equipment mention above the following are the assets / furniture at each RFID lane at 13 entry points.

PQC lane, crash barrier, toll collection booth, canopy, office container with furniture and water proofing, gentry, under ground conduits, DG set with shed / room, studs, speed breaker, cash box tra, MPLS tower, axle sensor protection etc.

Maintenance of these above mentioned equipments / software / furniture / assets is with RFID concessionaire.

**List of Additional items in Mobile POS & CCH**

S.No.	Description	Installed Qty
1	Compatible Mobile handset for MCD Toll Application–Mobile handsets in the Mobile POS vehicles in place of computer systems as per CA	62

  
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**Annexure-20****The details of equipments installed at 111 Toll Plazas for collection of Toll Tax & ECC through Hand-Held-Device/Mobile App :**

Sr.No	Location	Zone	Hand Held Reader	Camera	Wifi Router	Switch (4+ Port)	Cabling/Network/Installation and Commissioning	Server (Low Configuration Tower Machine)	Work Station for POS	Barcode Reader for POS	Antivirus for POS & Server	MS Office	Windows Server License	NVR (Storage)	Lane Software	Base Software
1	New Seemapuri-1	Shahdara	4	2	1	1	1	1	0	0	1	1	1	1	1	1
2	Mandoli Main (POS)	Shahdara	2	1	1	1	1	1	1	1	1	2	1	1	1	1
3	Loni Main (POS)	Shahdara	4	2	1	1	1	1	1	1	1	2	1	1	1	1
4	Indrapuri-1	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1	1
5	Chander Nagar	Shahdara	4	2	1	1	1	1	0	0	1	1	1	1	1	1
6	Wazirabad (POS)	Shahdara	2	1	1	1	1	1	1	1	1	2	1	1	1	1
7	Soni Vihar (POS)	Shahdara	2	1	1	1	1	1	1	1	1	2	1	1	1	1
8	Sewadham	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1	1
9	New Seemapuri-3	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1	1
10	Johripur-1	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1	1
11	Old Kondli	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1	1
12	New Kondli (POS)	Gazipur	4	2	1	1	1	1	1	1	1	2	1	1	1	1
13	Vasundra-1	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1	1
14	Vasundra-2	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1	1
15	Noida Major (POS)	Gazipur	4	2	1	1	1	1	1	1	1	2	1	1	1	1
16	Nahar Naka-1	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1	1
17	Nahar Naka-2	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1	1
18	Nahar Naka-3	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1	1
19	Mayur Vihar	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1	1
20	New Ashok Nagar	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1	1
21	Nagarjuna	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1	1
22	Palam Vihar (POS)	Kapashera	2	1	1	1	1	1	1	1	1	2	1	1	1	1
23	Balgharia (POS)	Kapashera	4	2	1	1	1	1	1	1	1	2	1	1	1	1
24	Nanakdoli	Kapashera	2	1	1	1	1	1	0	0	1	1	1	1	1	1
25	Jhatikara	Kapashera	2	1	1	1	1	1	0	0	1	1	1	1	1	1
26	Old Brijwasan	Kapashera	2	1	1	1	1	1	0	0	1	1	1	1	1	1
27	New Brijwasan	Kapashera	2	1	1	1	1	1	0	0	1	1	1	1	1	1
28	Baswara	Kapashera	2	1	1	1	1	1	0	0	1	1	1	1	1	1
29	Chhones Main (POS)	Tikri	4	2	1	1	1	1	1	1	1	2	1	1	1	1
30	Jharoda Main (POS)	Tikri	4	2	1	1	1	1	1	1	1	2	1	1	1	1

31	Bhakargadh Main (POS)	Tikri	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
32	Nizampur-1	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
33	Nizampur-2	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
34	Daurala Main (POS)	Tikri	2	1	1	1	1	1	1	1	1	2	1	1	1	1	1
35	Daurala-2	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
36	Khair-1	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
37	Khair-2	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
38	Jharoda-2	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
39	Chor Naka	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
40	Sainik School	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
41	Mundala-1	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
42	Mundala Kalan-2	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
43	Pali Pehladpur (POS)	Badarpur	2	1	1	1	1	1	1	1	1	2	1	1	1	1	1
44	Tughlakabad	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
45	Jaitpur-1	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
46	Jaitpur-2	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
47	Burai Kund	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
48	Punjab Khor-1 (POS)	KGT	2	1	1	1	1	1	1	1	1	2	1	1	1	1	1
49	Punjab Khor-2	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
50	T.T. Post (POS)	KGT	2	1	1	1	1	1	1	1	1	2	1	1	1	1	1
51	Safiyabad (POS)	KGT	2	1	1	1	1	1	1	1	1	2	1	1	1	1	1
52	Lampur (POS)	KGT	2	1	1	1	1	1	1	1	1	2	1	1	1	1	1
53	Auchand Main (POS)	KGT	2	1	1	1	1	1	1	1	1	2	1	1	1	1	1
54	Auchand-2	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
55	Kutubgarh-1	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
56	Kutubgarh-2	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
57	Kutubgarh-3 (POS)	KGT	2	1	1	1	1	1	1	1	1	2	1	1	1	1	1
58	Jaund-1	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
59	Jaund-2 (POS)	KGT	2	1	1	1	1	1	1	1	1	2	1	1	1	1	1
60	Mughahpur-1	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
61	Harawal-1	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
62	Bankoor	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
63	Saboh Road	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
64	Singhu School	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
65	Singhu Village	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
66	Zero Palla	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
67	Tajpur	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
68	Jand Khura	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
69	Karawal Nagar	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1
70	New Seemapuri-2	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1	1	1

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71	Surya Nagar	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1
72	Ram Prasth	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1
73	GRPF	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1
74	Jaitpur-2	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1
75	Badshahpur Gazipur	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1
76	Olwarkhana-1	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1
77	Olwarkhana-2	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1
78	Mundoli-Kalan-3	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1
79	Kundli-II	KGT	4	2	1	1	1	1	0	0	1	1	1	1	1
80	Surkhpur	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1
81	Mandoli-2nd	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1
82	Karawal Nagar 2nd	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1
83	Indrapuri 3rd	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1
84	Dharamkanta 2nd	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1
85	Jhorpur 2nd	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1
86	Loni 2nd	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1
87	Mohan Nagar	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1
88	Sabzi Mandi-2	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1
89	Between-1	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1
90	Jaitpur-4	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1
91	Sector-37-5	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1
92	Bahghera Bypass	Kapashe	2	1	1	1	1	1	0	0	1	1	1	1	1
93	Badshahpur Gazipur-2	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1
94	Kundli-1	KGT	2	1	1	1	1	1	0	0	1	1	1	1	1
95	Dharamkanta	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1
96	Bewadham 2nd	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1
97	Mandoli-Mor	Shahdara	2	1	1	1	1	1	0	0	1	1	1	1	1
98	Sabzi Mandi	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1
99	Mayur Vihar	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1
100	Ashok Nagar-2	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1
101	Sector-37	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1
102	Sector-37-2	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1
103	Sector-37-3	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1
104	Sector-37-4	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1
105	Lakkadpura	Badarpur	2	1	1	1	1	1	0	0	1	1	1	1	1
106	Kapashe Bypass	Kapashe	2	1	1	1	1	1	0	0	1	1	1	1	1
107	Kapashe CNG	Kapashe	2	1	1	1	1	1	0	0	1	1	1	1	1
108	Pahla Bypass	Kapashe	2	1	1	1	1	1	0	0	1	1	1	1	1
109	Between-2	Gazipur	2	1	1	1	1	1	0	0	1	1	1	1	1
110	Isnapur	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1
111	Isnapur-2	Tikri	2	1	1	1	1	1	0	0	1	1	1	1	1

  
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