# BRIHANMUMBAI MUNICIPAL CORPORATION

Office of the Assistant Commissioner P/South Ward, S.V. Road, Goregaon (W), Mumbai –104.
ACP/S/ 1577 /AEM/SR dtd. 03.11.2026

## Expression of Interest (E.O.I.)

Sealed Expression of Interest (E.O.I.) applications are invited for allotment of space for welfare centers for street children as per the provision of regulation 54(5) of DCPR-2034 on 11 months rental basis situated at below Mrunaltai gore Flyover, Goregaon (West), Mumbai – 4000104 under P/South Ward jurisdiction.

The Expression of Interest form along with terms and conditions can be obtained from the office of the Assistant Commissioner, P/South Ward, Expenditure Department, 2nd Floor, P/South Ward Office Building, SV Road, Opposite City Center, Goregaon (West), Mumbai – 400104, on payment of Rs. 400/- plus applicable GST, from 05.11.2026 to 30.11.2026 between 11.00 a.m. and 03.00 p.m.

The duly filled E.O.I. shall be accepted from 05.11.2026 to 30.11.2026 between 11.00 a.m. and 04.00 p.m. along with Earnest Money Deposit (E.M.D.) of Rs.10,000/-.

The Expression of Interest received after the prescribed date and time shall not be accepted under any circumstances.

The E.O.I. will be opened on 30.11.2026 at 04.30 p.m. or as per convenience of this office.

The Assistant Commissioner, P/South Ward reserves the right to accept, reject, modify or cancel any or all Expression of Interest applications without assigning any reason thereof.

(Note: Please refer attached Terms and Conditions of the said E.O.I.)

Sd/-
**Assistant Commissioner**
**P/South Ward**

TERMS AND CONDITIONS:-

Ref:- circular

1. **Eligibility Criteria:**

a. The applicant shall have an annual turnover of not less than Rs.5.00 Lakhs in any one financial year during the last three financial years. In support of the same, the applicant shall submit audited financial statements duly certified by a Chartered Accountant.

b. The applicant / organization shall be at least 5 years old and must be registered under the Bombay Public Trust Act, 1950.

c. The applicant / organization shall possess minimum 3 years' experience in carrying out social activities such as medical camps, blood donation camps, public awareness programmes, community development programmes, etc., as mentioned in Improvement Committee Resolution U/No.14124 dated 05.03.2020.

d. The applicant / organization shall not have been blacklisted by any Government / Semi-Government authority no court litigation or legal proceedings shall be pending against the applicant/organization.

e. Preference shall be given in the following order, as per Improvement Committee Resolution U/No.14124 dated 05.03.2020 and decision of the competent committee:

a) Registered organizations in Electoral Beat No. 58 of BMC.
b) Registered organizations in Administrative P/South Ward.
c) Registered organizations in nearby Administrative Wards.
d) Registered organizations within the Zone (IV).

2. **Mandatory Conditions:**

1. Conditional E.O.I. applications or applications containing hedging conditions / self-imposed conditions shall not be accepted.
2. The applicant shall produce the original E.M.D. receipt at the time of verification, failing which the application shall not be considered.
3. The applicant shall submit a certified copy of Solvency Certificate of Rs.5.00 Lakhs issued by a Nationalized / Scheduled / Foreign Bank and valid on the date of submission.
4. A copy of the Terms and Conditions duly signed with rubber stamp shall be submitted along with the E.O.I.

**2a. Additional Condition:-**

1. The selected NGO/Charitable Trust/Institution shall, at its own cost and without claiming any financial assistance, reimbursement or compensation from the Brihanmumbai Municipal

Corporation (BMC), construct a Municipal Property/Office adjacent to the proposed Welfare Centre, as per the design, specifications and requirements approved by the BMC.

2. The entire cost of construction, including all materials, labour, statutory permissions, professional fees and other incidental expenses, shall be borne solely by the selected institution. The construction shall be carried out strictly as per the plans, specifications and directions approved by the BMC and within the stipulated time period.
3. Upon completion of the construction, the said Municipal Office, along with all associated infrastructure and facilities, shall be handed over to the Brihanmumbai Municipal Corporation free of cost and without any encumbrance or claim whatsoever. The selected institution shall have no right, title, interest or ownership claim over the said Municipal Office or the land/premises on which it is constructed.
4. The selected NGO/Charitable Trust/Institution shall be responsible for the regular cleaning and maintenance of the surrounding area of the proposed Welfare Centre, including the adjoining premises and access pathways, and shall ensure that the area is kept clean, hygienic and free from garbage and waste at all times, at its own cost, without claiming any financial assistance or reimbursement from the BMC. The institution shall comply with the cleanliness, sanitation and waste-disposal instructions issued by the BMC from time to time. The institution shall also strictly comply with the applicable Air Quality Index (AQI) guidelines and air pollution control measures issued by the Brihanmumbai Municipal Corporation (BMC), Maharashtra Pollution Control Board (MPCB).

**3. Submission of E.O.I.:**

a. The E.O.I. along with necessary documents shall be enclosed in a lacquer-sealed envelope addressed to the Municipal Corporation of Greater Mumbai and superscribed as: "E.O.I. for allotment of space for welfare centers for street children as per the provision of regulation 54(5) of DCPR-2034 on 11 months rental basis situated at below Mrunaltai gore Flyover, Goregaon (West), Mumbai – 4000104 under P/South Ward jurisdiction."

**b.** The lacquer-sealed envelope shall be submitted in the office of the Assistant Commissioner, P/South Ward, Expenditure Department, 2nd Floor, P/South Ward Office Building, SV Road, Opposite City Center, Goregaon (West), Mumbai – 400104 on or before 30.11.2026 up to 4.00 p.m.

**c.** Applications received after the prescribed date and time shall not be accepted and will be returned unopened. Telegraphic applications shall not be accepted under any circumstances. The E.O.I. shall be opened on the same day after 4.30 p.m. or as per convenience of the office.

**d.** The applicant shall invariably submit the E.O.I. form along with Appendix 'A' and Appendix 'B', duly filled in and signed. Any irregularity in this regard may render the E.O.I. liable for rejection.

4. **Earnest Money Deposit (E.M.D.):** Payment of E.M.D. of Rs.10,000/- shall be mandatory for every offer. The E.O.I. shall be treated as non-responsive if the applicant fails to pay the requisite E.M.D. amount.

5. **Licence Fee:**

   A licence fee of **Rs. 5/- per square foot per month** shall be charged for the use of the Social Welfare Centre, **along with Goods and Services Tax (GST), wherever applicable**. The said licence fee shall be **increased by 5% every year**.

6. **Security Deposit:**

   The allotted organization shall, prior to obtaining the permission, deposit an amount equivalent to **two years' Security Deposit** as an **interest-free refundable security deposit**. The said security deposit shall be refunded after expiry of the permission period and upon the Municipal Corporation taking back **vacant possession of the premises in good condition**. However, in the event of non-compliance with the terms and conditions, the security deposit shall be **forfeited**.

7. **Legal and Stationery Charges:** The successful applicant shall pay Legal and Stationery Charges as per Circular No. 26206 dated 31.08.2023 as under:

| Contract Value | Legal & Stationery Charges |
|---|---|
| Up to Rs.50,000/- | Nil |
| Rs.50,001/- to Rs.1,00,00,000/- | **0.10% of the contract value** (The amount shall be rounded off to the next multiple of one hundred), **plus 18% GST on goods and services**. Minimum ₹1,000/- and maximum ₹10,000/- plus goods and services tax. |
| Rs.1,00,00,001/- to ₹10,00,00,000/- | **For contract value up to** ₹1,00,00,000/-: ₹10,000/-**, and for the amount exceeding ₹1,00,00,000/-,** 0.05% **(**The amount shall be rounded off to the next multiple of one hundred**),** plus 18% GST on goods and services **tax.** |
| Contract value above ₹10,00,00,001/- | **For contract value up to** ₹10,00,00,000/-: ₹55,000/-**, and for the amount exceeding ₹10,00,00,000/-,** 0.01% **(**The amount shall be rounded off to the next multiple of one hundred**),** plus 18% GST on goods and services t |

8. **Undertaking:** The applicant shall submit an undertaking in the prescribed format.

9. **Legal Arbitration:** In case of any claim, dispute or difference arising out of the contract, the Municipal Commissioner shall be the competent authority for adjudication.

**10. Rejection of E.O.I.:** The E.O.I. shall be considered incomplete, irregular and invalid if:

a) It is not signed by the applicant / proprietor / managing partner / authorized signatory.

b) The printed undertaking addressed to the Municipal Commissioner is not attached.

c) The specifications and Terms & Conditions are not accepted.

d) Attested copies of Solvency Certificate are not submitted.

e) Appendix 'A' and Appendix 'B' are not duly filled and signed.

f) Certified copies of PAN documents are not submitted.

g) Details of partners / directors / members in case of Partnership Firms, HUF, Private Limited or Public Limited Companies are not submitted.

The Assistant Commissioner, P/South Ward reserves the right to accept or reject any application without assigning any reason thereof.

**11. Terms and Conditions for permission :-**

a) While applying for an 'A' Category Social Welfare Centre, the institution/trust shall deposit an Earnest Money Deposit of Rs. 5,000/- along with the application. For a 'B' Category Social Welfare Centre, Rs. 10,000/- and for a 'C' Category Social Welfare Centre, Rs. 15,000/- shall be deposited with the Municipal Corporation in cash or by way of Pay Order/Demand Draft. The said earnest money shall be refunded if the application is rejected. If the applicant institution is found eligible for allotment, the said earnest money shall be adjusted against the security deposit.

b) The Social Welfare Centre shall be allotted only for purposes such as a Welfare Centre, Yoga Centre, Vipassana Centre, counselling in family disputes, or other social objectives. The said premises/building shall not be used for political, commercial/business, religious or communal purposes. The use of the said premises shall be permissible as per the Development Control and Promotion Regulations, 2034 (DCPR-2034).

c) The institution shall not mortgage, pledge or sub-let the constructed facility or any part thereof to any person.

d) The institution/trust shall not be permitted to use the premises for commercial video/film shooting, etc., without the prior permission of the concerned Assistant Commissioner of the Ward.

e) The ownership and possession of the furnished/constructed building and the premises underneath the building shall remain with the Brihanmumbai Municipal Corporation (BMC). The office-bearers, representatives and employees of the institution/trust shall have no claim or right over the said building or the premises underneath it. During the permission period, the institution/trust shall act merely as a caretaker and shall manage and maintain the said building for fulfilling the social objectives for which it has been allotted. No person shall be permitted to reside in the said constructed facility or on the plot.

f) The responsibility for arranging funds required for the maintenance and management of the building shall rest solely with the institution/trust. The Brihanmumbai Municipal Corporation shall not provide any loan or financial assistance for the said purpose. The liability for arranging such funds shall also rest solely with the institution/trust.

g) The institution/trust shall not make any structural alterations of any kind in the building provided for management and maintenance. However, with the prior permission of the concerned Assistant Commissioner of the Ward, the institution may carry out minor repairs, maintenance, painting and beautification of the Social Welfare Centre building. The institution shall not create any right, charge, loan or mortgage over the premises. The institution/trust shall not transfer, hand over, assign or provide the said building or any part thereof to any outside person/institution, nor shall it sub-let the same.

h) As directed or required by the Municipal Commissioner, the institution/trust shall maintain the building and provide the necessary amenities. The cost of management and maintenance of such amenities shall be borne by the institution. The Brihanmumbai Municipal Corporation shall not accept any expenditure and/or financial liability relating to the management and maintenance of the said building and social institution.

i) The institution shall maintain, at its own cost, electrical equipment such as fans, tubes/electric lights, etc.

j) The institution/trust shall not cut or prune any tree or plant on the premises without obtaining the necessary permission from the concerned Assistant Garden Superintendent of the Ward.

k) The institution/trust shall regularly pay the property tax/non-agricultural tax/electricity bills/water charges relating to the constructed property. At every renewal of the permission, automatic renewal of the permission letter through the computerized system shall not be carried out unless the institution declares that all the aforesaid dues have been fully paid or uploads the relevant documents/receipts. The receipts evidencing payment of the said dues shall be forwarded through the computerized system to the Assistant Engineer (Maintenance) after every renewal for verification. If the requirements are not complied with, a show-cause notice may be issued as to why the renewal should not be cancelled and, if deemed necessary, the renewal may be cancelled and a proposal for taking possession of the premises may be submitted to the Assistant Commissioner of the Ward.

   If the allotted building is not an independent building or part of a Municipal Corporation complex but forms part of a cooperative housing society, the institution/trust shall regularly pay all taxes/charges and other maintenance charges, incidental expenses, etc., to the concerned cooperative housing society. The membership of the cooperative housing society shall remain with the Brihanmumbai Municipal Corporation, and the institution/trust shall have no claim or right over such membership. If required, the concerned housing society/Municipal Corporation shall contribute an appropriate proportion towards the insurance premium of the said institutional building.

l) The maximum period for which the institution/trust may charge fees, charges, deposits, etc. from beneficiaries shall not exceed the permitted permission period. Such fees, charges, etc. shall be affordable to the general public and shall not be excessive. Prior approval of the concerned Assistant Commissioner of the Ward, Labour Officer and Municipal Commissioner shall be obtained for levying such fees, charges and deposits. The institution/trust shall not use the constructed facility on a commercial basis or with a profit-making objective.

m) The institution shall make its facilities available to all persons holding Indian citizenship without discrimination on the basis of caste, creed, race or gender.

n) The temporary electrical equipment, machinery and other articles belonging to the institution may be removed by the institution. If the institution/trust becomes unable or fails to carry out the activities for which permission has been granted, or carries out activities other than those permitted, the Assistant Commissioner of the Ward shall, in accordance with the order of the Hon'ble Bombay High Court in Public Interest Litigation No. 99/2014 and with the approval of the concerned Additional Municipal Commissioner, suspend the allotment for a period of three months.

If, after such suspension, the institution does not rectify the irregularities within the subsequent three months and does not furnish an undertaking that it will not breach the terms and conditions of the permission, the allotment shall be cancelled with the approval of the concerned Additional Municipal Commissioner. The Municipal Corporation shall take possession of the premises/building after initiating appropriate legal action, including action under Section 105 of the Mumbai Municipal Corporation Act, 1888. The institution/trust shall not be entitled to any compensation in this regard. If an attempt is made to obstruct or oppose such action, proceedings for registration of an offence under Section 353 of the Indian Penal Code shall be initiated against the institution/person concerned. An institution whose permission/allotment has been cancelled shall not be considered for any future allotment process.

o) If any person/persons make any claim, demand, charge, right or claim for damages of any nature arising out of the reason for which the Brihanmumbai Municipal Corporation has permitted the institution/trust to maintain the facilities or carry out the activities specified therein, the institution/trust shall indemnify the Brihanmumbai Municipal Corporation, its officers and employees against the same. The institution/trust shall execute an indemnity bond, duly notarized on appropriate-value stamp paper and in the format prepared by the Legal Department of the Municipal Corporation.

p) If, at any time while functioning in the Social Welfare Centre building, any damage, loss or injury is caused to the property of the Brihanmumbai Municipal Corporation or to any person, including employees appointed by the institution/trust, trustees, office-bearers, members or other parties, the institution/trust shall be responsible. The institution shall compensate the Municipal Corporation for any damage to property, injury or loss of life in a manner satisfactory to the Municipal Commissioner. The institution shall execute the necessary bond and, if it so desires, obtain appropriate insurance and submit certified copies thereof to the concerned Assistant Commissioner.

q) Any dispute or difference arising in connection with the Social Welfare Centre building shall be referred to the Municipal Commissioner, whose decision shall be final and binding upon the institution/trust.

r) Carrying out any illegal, immoral, anti-national, religious, political, caste-based or communal programme or activity in the Social Welfare Centre building shall be strictly prohibited.

s) The Brihanmumbai Municipal Corporation may, at short notice, use the building for conducting programmes of the Municipal Corporation as well as the Government of Maharashtra. In such circumstances, the institution shall make the building available free of cost, along with its staff and all necessary facilities, at short notice.

t) The institution shall properly protect and maintain the open spaces surrounding and/or within the Social Welfare Centre building. No encroachment of any kind shall be permitted in such open spaces.

u) The institution/trust shall provide the necessary furniture, equipment and materials as per general standards. The institution shall appoint qualified staff to the satisfaction of the Municipal Commissioner. The Brihanmumbai Municipal Corporation shall not accept any liability whatsoever in respect of persons appointed/employed by the institution. The employees/workers appointed by the institution shall have no claim, right, charge or relationship with the Municipal Corporation property, and the Municipal Corporation service rules shall not apply to such employees/workers. Upon expiry or cancellation of the agreement, the Municipal Corporation shall not be liable for the salary, allowances, arrears, pension, provident fund, gratuity, etc. payable to persons employed by the institution. Such claims shall be settled independently by the institution.

v) The institution/trust shall maintain proper accounts as required by law and have its books of accounts audited by a Chartered Accountant. Within six months from the end of the financial year, it shall submit the annual report and audited balance sheet to the Municipal Corporation of Greater Mumbai by scanning and uploading them online.

w) In the event of a natural disaster/emergency, the institution shall extend full cooperation to the Municipal Corporation. The Municipal Commissioner may direct the institution to provide such services as deemed necessary, and such directions shall be binding upon the institution. The institution shall provide such services voluntarily and free of cost. During disaster/emergency situations, the institution shall permit the Municipal Corporation to use the building, including water, electricity, furniture and electrical equipment, free of cost for the required period.

x) A person nominated by the Brihanmumbai Municipal Corporation and appointed by the Municipal Commissioner shall be included in the Management Committee or Executive Committee of the institution. The institution shall invite the concerned Executive Engineer (Ward)/Assistant Engineer (Maintenance) to every meeting of the Management Committee.

y) For preparation of the permission and permission agreement and bond, the institution shall pay the legal fees as per the prevailing policy of the Legal Department and, wherever applicable, government taxes/charges. All expenses and charges incurred for preparation of the agreement, including stamp duty and registration fees, shall be borne by the institution/trust.

z) The institution/trust shall not make any alterations of any kind in the building without the prior permission of the Municipal Commissioner. If such permission is granted and alterations are carried out, such alterations shall become part of the Municipal Corporation property upon termination of the agreement. The Brihanmumbai Municipal Corporation shall not pay any compensation for such alterations.

aa) The institution/trust shall not erect or permit the erection of any hoarding, advertisement board or suspended/sky advertisements on or around the said building.

bb) The institution/trust shall not install or erect any mobile/telecommunication network antenna on the terrace or open space of the building without the permission of the competent authority of the Municipal Corporation of Greater Mumbai.

cc) The institution/trust shall not store, use or sell explosives, inflammable substances, chemicals, hazardous substances, etc. in the said building.

dd) The institution/trust shall not store, use or sell poisonous substances, liquor, opium, ganja, bhang, etc.

ee) Before commencing the prescribed activities, the institution shall obtain approval from the Municipal Commissioner for the facilities to be provided and the schedule thereof. Except in emergency situations, no activities shall be carried out in the building beyond the prescribed timings.

ff) The Monitoring Committee constituted by the Brihanmumbai Municipal Corporation shall have the right to inspect the records relating to the management and maintenance of the Social Welfare Centre as well as its activities. The Committee shall have unrestricted access to the building and the records for inspection. The Committee shall inspect the facilities at least once every six months and submit its report to the concerned Additional Municipal Commissioner through the Zonal Deputy Municipal Commissioner.

gg) A signboard shall be installed at a prominent and clearly visible location on the said building as directed by the Municipal Corporation of Greater Mumbai. The signboard shall prominently display the name of the institution to which the building has been allotted by the Municipal Corporation on a permission basis, the facilities provided by the institution, the prescribed permission period and the schedule/timings.

**12. Dispute Resolution**

In the event of any claim, dispute or difference arising in connection with the permission to use the Social Welfare Centre building, the allotted institution shall refer the matter to the Municipal Commissioner for adjudication. The decision of the Municipal Commissioner in this regard shall be final and binding on both parties.

It shall be deemed that the cause of action for such dispute has arisen in Mumbai, and all legal proceedings in respect of any such claim, dispute or difference shall be subject to the jurisdiction of the competent court in Mumbai City.

**13. Natural / Man-Made Disasters**

The Municipal Corporation shall not be liable to compensate the institution for any loss or damage suffered by the institution due to natural disasters beyond the control of the Municipal Corporation of Greater Mumbai or the institution/trust, such as earthquakes, lightning strikes, unprecedented floods, and man-made disasters such as riots, disturbances, war, attacks, acts of a foreign enemy, war-like situations, civil war, rebellion, any governmental action, damage caused due to aircraft accidents, or any other circumstances not specifically mentioned herein.

The parties to this agreement shall act with mutual trust and good faith, respect each other, and implement appropriate measures to achieve the objectives of this agreement.

**14. Relationship Between the Institution and the Brihanmumbai Municipal Corporation**

Notwithstanding anything contained herein, nothing shall be construed as creating a relationship of landlord and tenant or principal and agent between the Municipal Corporation of Greater Mumbai and the institution. Under this agreement, the institution shall have full

control over the employees engaged by it and shall be fully responsible for the services rendered and the acts performed by such employees.

**15. <u>Preparation and Execution of Agreement</u>**

After the selection of the institution is finalized, the Selection Committee, with the assistance of the Legal Department, shall undertake the process of preparing and executing all legal documents, including the undertaking, agreement, bond, etc., at the cost of the institution. The process of registration of the agreement shall be completed within 90 days from the date of issuance of the intimation/notice. Failing which, the allotment shall automatically stand cancelled.

**Sd/-**
**Assistant Engineer (Maint.)**
**P/South Ward**