

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

(Hydraulic Engineers Department)

## **Expression of Interest (EOI)**

“Invitation for Expression of Interest (EOI) from the eligible and reputed Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies as Volunteer Agency for Biennial Maintenance of Cycle track, Horticulture work, Walkway, Service Road along Trunk mains developed in Phase I, Phase IIA and Phase IIB under H.E.'s Department through CSR fund without any financial Commitment of the BMC”

The detail is available on BMC portal <http://portal.mcgm.gov.in> ///. The date of EOI submission is 30.09.2025 upto 16:00 hours (IST) in the office of Executive Engineer (HW)WW, Municipal Water Works Yard, L. B. S. Marg, Near MTNL Office, Ghatkopar (west), Mumbai- 400 086.

Email address:-[eehwwwes.he@mcgm.gov.in](mailto:eehwwwes.he@mcgm.gov.in)

Sd/-

**Executive Engineer**  
**(Head Works)Water Works**

## **EXPRESSION OF INTEREST (EoI)**

**Subject :- Biennial Maintenance of Cycle track, Horticulture work, Walkway, Service Road along Trunk mains developed in Phase I, Phase IIA and Phase IIB under H.E.'s Department without any financial Commitment of the BMC**

### **1. INTRODUCTION**

Brihanmumbai Municipal Corporation (BMC) invites Expression of Interest (EoI) from eligible and reputed Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies, in the capacity of "Volunteer Agency", with proven experience, technical and financial capability to undertake the project of :

- a) Maintenance of Cycle track, Horticulture work, Walkway, Service Road of approximately **18.6** Kms for **02** Years.
- b) Maintenance of street light poles and fixtures installed on cycle track for **02** Years.
- c) Maintenance of open gym equipments installed on cycle track for **02** Years
- d) Provision of security personal along cycle track for **02** Years.

The project shall be undertaken on "as is where is" basis and in accordance with the applicable laws, rules and regulations.

The Volunteer Agency is keen on and will express interest in the Maintenance of Cycle track, Horticulture work, Walkway, Service Road along with Maintenance of street light poles and fixtures, Maintenance of open gym equipments and Provision of security personal without any financial Commitment of the BMC.

BMC will support for the successful maintenance of cycle track project.

### **2. SCOPE OF WORK**

The scope of work includes, but is not limited to:

A):

- 1) Maintenance of Cycle track, Horticulture work, Walkway, Service Road
- 2) Maintenance of Lawn, shrubs, creepers, climbers, topiary and all greenery excluding tree variety by watering, pruning, and shaping.

- 3) Regular watering, mulching, soil working, supporting and pruning operation.
- 4) Lawns shall be fed with Manure & fertilizer so as to maintain form /texture & colour.
- 5) Regular checking against insect/pest/fungus attack shall be made.
- 6) Removal of dead branches, leaves, flowers, pruning, training, supporting, cutting back, and protection against heat/cold/heavy rains shall be the part of maintenance
- 7) Manuring/application of fertilizers shall be done at regular intervals.
- 8) Water tanker arrangement shall be made for maintenance of horticulture work
- 9) Sweeping activity of entire Cycle Track, Walkway, Service Road and side drain shall be done daily.
- 10) Cleaning of side drain shall be done once in year before monsoon.
- 11) Any work suggested by BMC relating to above work.

B):

Maintenance of street light poles and fixtures and open gym equipment.

C):

Provision of security personal

No commercial activity will be allowed on the above stretch other allied spaces. However, Volunteer Agency may be permitted to take up such activities restricted to adhering to upkeep of the above scope of work.

The duration of the project is 02 years extendable for the period of further 02 years on mutually agreed terms.

### **3. ELIGIBILITY CRITERIA**

To be eligible for consideration, the Applicants must meet the following criteria:

- **Technical Capacity :**

The Applicant must have successfully completed a similar project of similar nature and complexity within the last 7 years. The project should involve

- Completed or ongoing works in development / maintenance of Gardens / R.G./ P.G / Cycle track / Horticulture work / Walkway / Service road / street light poles and fixtures.

- **Financial Capacity :**

- Annual financial turnover as certified by 'Chartered Accountant' shall be Rs. 445 Lakhs for last three (3) financial years.

- **General condition**

1. Volunteer agency Shall maintain entire Cycle track project and shall not use for any other purpose and / or for illegal / immoral / terrorist / Political / Commercial/merchant/Religious/Communal purpose.
2. No entry charges shall be levied upon general public for Whatsoever facilities thereon.
3. The ownership and possession of the entire cycle track project shall remain with BMC and the Volunteer agency, its agents, representatives and servant shall not have any claim, right, title or interest in the cycle track. The Volunteer agency shall function only for the purpose of maintenance of the cycle track during the Agreement period.
4. Volunteer agency shall be solely responsible to raise the required funds for the maintenance of the cycle track project and BMC shall not give any loan or financial assistance for this purpose. The liability of the funds so raised will purely rest on the agency.
5. The Volunteer agency shall not make any changes in the cycle track project. The Volunteer agency shall not create any change, lien, debt, mortgage of whatsoever nature on the cycle track project handed over to them for Maintenance purpose. The trust shall not assign/ transfer/ handover/ sublet the possession of the cycle track or any part thereof to any other person/persons/institutions.
6. The Volunteer agency Shall maintain the cycle track, as per the instructions/ requirements of Municipal Commissioner and shall bear the cost of the maintenance. The BMC shall not be liable for any kind of recurring expenses and/or financial liabilities for maintenance of the cycle track.
7. The Volunteer agency shall pay electricity and water charges for the cycle track project and shall properly maintain all electrical fixtures at their own cost.
8. The Volunteer agency shall not cut and/or trim any tree or any plant along the cycle track without obtaining requisite permission from tree authority for the same.
9. The Volunteer agency shall not maintain the cycle track in view to earn the profit.
10. The Volunteer agency hereby agrees that no entry charges shall be levied on the visitors of the cycle track and entry shall be free/ open to all the public irrespective of caste, creed, colour, religion and sex.
11. On expiry of the term period or on the termination of this Agreement, the Volunteer agency shall be permitted to remove the temporary fixtures, instruments, equipment etc. belonging to them and installed by them at their own cost. In case the Volunteer agency is unable or fails to maintain the cycle track or conduct the activities other than the purpose for which it is handed over then the BMC is entitled to terminate this Agreement. The Volunteer agency shall not be entitled or eligible for compensation or damages of any sort on this account. Further if the Volunteer agency tried to object to the same, then the legal action shall be taken against such Trust/ concerned persons.
12. The Volunteer agency shall keep the BMC its officers and servants Indemnified against all losses, charges, claim and demands of whatsoever nature preferred or made by any person/ persons whatsoever by reasons of BMC allowing the Volunteer agency to maintain the cycle track.

13. The BMC shall in no way, be responsible or liable for any damage, loss or injury caused to the the employees appointed by the Volunteer agency in the matter of maintaining the cycle track or to the property of the employees so appointed from any cause whatsoever, at any time.
14. The Volunteer agency shall be responsible for any damages, loss, injury whatsoever that may be caused at any time to any property of the BMC or to any person or persons Including those employed by them, or any third party while maintaining the cycle track and any such damage, injury or loss of life or property so caused shall be made good or shall be compensated immediately as the case may be, by the Volunteer agency to the satisfaction of the Municipal Commissioner.
15. The Volunteer agency will carryout and give effect to all directions given by Municipal Commissioner or representatives or servants of .the BMC for preventing any misuse of the cycle track. Any activities not permitted under law shall not be allowed in the cycle track. On failure to carry out such directions, the Municipal Commissioner, shall be at liberty to terminate the Agreement.
16. The Volunteer agency will agree that the BMC is entitled to use the cycle track for conducting the programs of BMC as well as Government of Maharashtra after giving the short notice to the Volunteer agency. In such event and upon the short notice, the cycle track shall be made available by the Volunteer agency to BMC with all the amenities. .
17. The Volunteer agency hereby shall protect and maintain the cycle track alongwith the surrounding area of the cycle track and/or the open space of the cycle track in proper manner. Such Play Ground/ Open Spaces shall not to be encroached in any way. If any unauthorized construction carried out or encroachment made at the above referred spaces, then the Agreement of shall be liable for cancellation and the action as deem fit shall be taken as per the provisions of MR&TP Act/ Mumbai Municipal Corporation Act, accordingly.
18. The Volunteer agency shall furnish the names of the office bearers of the Volunteer agency as well as the name and address of the staff/ employees appointed by the Volunteer agency to the BMC along with the necessary documents and registration certificate issued by the Charity Commissioner
19. The Volunteer agency shall at its own cost appoint their own staff to maintain the cycle track and shall abide by all the rules and regulations in respect of P.F. Act and the Workmen's compensation Act, E.S.I.S. Act, payment of Wages Act, Industries Act, Sales Tax Act as prescribed from time by the concerned authorities and shall be solely responsible for any breach thereof.
20. The Volunteer agency shall also appoint qualified staff to the satisfaction of the Municipal Commissioner. The BMC shall have no liability of whatsoever nature in respect of persons employed or engaged by the Volunteer agency. The Municipal service rules and regulation shall not be applicable to the staff/ workers employed by the Volunteer agency. Even in the event of the expiry/ termination of the agreement, the BMC shall have no liability towards the wages, allowances, arrears, pensions, provident funds, gratuity etc. of the persons employed by the Volunteer agency, who will have to settle any such claims, on their.
21. The Volunteer agency shall be liable to keep proper account of all the money received and get the books of accounts duly audited by the Chartered Accountant from time to time as laid down by the law in force and submit the annual report and audited balance sheet to the BMC

within 3 months from the end of accounting year. In this any default made by the Trust, then BMC shall take possession of the cycle track and no further extension shall be granted.

22. The Volunteer agency hereby agrees that in the event of natural calamities/ emergency situations, the Volunteer agency shall provide full co-operation to the BMC. The Municipal Commissioner shall direct the Volunteer agency to provide such services as the Municipal Commissioner deem fit and proper, such direction shall be binding upon the Volunteer agency. The Volunteer agency shall provide such services voluntarily and free of cost
23. The Volunteer agency shall allow the BMC to use the cycle track in calamities/ emergency situations, along with water, electricity etc. free of cost and for a period as required to BMC.
24. The Volunteer agency hereby agrees that the officer of BMC designated by the Municipal Commissioner shall be included in the managing committee of the Trust or in the executive committee of the Volunteer agency to be created for managing the cycle track handed over by BMC. The Volunteer agency shall invite BMC official at the time of every managing committee meeting.
25. The Volunteer agency shall not carry out any additions, alterations of any kind whatsoever nature whether permanent or temporary to the cycle track without prior permission from the Municipal Commissioner. If such permission is granted then the additional construction, change shall be the part of the property of BMC at the time of expiry of the Agreement. BMC shall not pay any compensation for such additional construction/ Changes.
26. The Volunteer agency shall not install any hoardings, nameplates. Name board advertisement board or any other advertisement hanging on the sky, upon the said Play Ground or adjoining to it and shall also not grant permission for the same.
27. The Volunteer agency shall not carry out any commercial activity along the cycle track premises of BMC.
28. The Volunteer agency hereby agrees that without permission of competent authority of BMC, the Volunteer agency shall not install/ fix any kind of mobile/ cable network in the said cycle track.
29. The Volunteer agency hereby agrees that the Volunteer agency shall not store, use/ sale any kind of hazardous, inflammable material, chemical/ dangerous articles etc. along the cycle track.
30. The Volunteer agency shall not store, use/ sale any kind of poisonous materials, licker, ganja, bhang, afeem etc. along the cycle track.
31. The committee appointed by BMC has the right to inspect the records pertaining to the management of the Cycle track. The committee shall always have the free excess to enter and inspect the records of the Volunteer agency. The committee once in months shall inspect the amenities & facilities and shall submit the report through Deputy Municipal Commissioner to the concerned Additional Municipal Commissioner.
32. Provided always that nothing shall be deemed to render the Volunteer agency liable for any compensation or damage caused by the force majeure like riots, civil commotion, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damages from air craft, acts of God such as Earthquake, lightening, unprecedented floods, pandemic and other causes over which the Trust and BMC have no control.

33. The parties undertake to act in good faith with respect to each other's rights, under this agreement and to adopt all reasonable, measures to ensure the realization of the objectives of this agreement.
34. Nothing shall be construed as establishing a relation of master and servant or of agent and principal between the BMC and the Volunteer agency. The Volunteer agency shall be fully responsible for the services performed by them or on their behalf hereunder.
35. In the event of Volunteer agency committing a breach of any of the terms and conditions of the agreement, the Municipal Commissioner shall give notice to the Volunteer agency prescribing the time limit of 30 days to rectify such breaches. If the Volunteer agency fails to comply with the said requisition, the Municipal Commissioner will be at liberty to revoke/ terminate the agreement and the Volunteer agency shall hand over the peaceful possession of the cycle track to the BMC without claiming damages, compensation from BMC. The Volunteer agency will be permitted to remove the temporary fixtures, instruments, equipments etc. belonging to them. The BMC shall thereafter utilize the amenities of the cycle track for the said purpose or hand over the same to other bonafide agency.
36. The Volunteer agency shall abide by the terms and conditions prescribed by the Municipal Commissioner from time to time.
37. The Volunteer agency agrees that on expiry of the period of the Agreement or on earlier revocation/ termination thereof, the Volunteer agency shall vacate the cycle track premises forthwith and handover the peaceful possession of the cycle track project to the BMC.
38. The Volunteer agency shall not use the cycle track for any purpose other than maintaining the entire cycle track project, without prior sanction of competent authority of BMC.
39. Volunteer agency shall not create any inconvenience to any persons while maintaining the cycle track and shall prevent any disorder in and upon the cycle track.
40. The Volunteer agency shall stop maintaining the cycle track on expiry of the term of this Agreement or on earlier termination thereof. The Volunteer agency hereby agrees that upon the Volunteer agency failing to do so it shall be lawful for the BMC to stop the Volunteer agency managing the cycle track.
41. The D.M.C./ M.C. shall revoke or withdraw the permission granted hereinabove at any time, without assigning any reason whatsoever, upon which it shall be lawful for the BMC to stop the Volunteer agency from maintaining the cycle track.
42. The Volunteer agency shall forthwith at the cost of the Volunteer agency comply with all requisitions, order, notices issued from time to time by the BMC or any other competent authority.
43. The Volunteer agency at all times comply and abide by the provisions of the law and rules regulations framed there under and the BMC shall not be responsible for breach of any of the provisions of law, the rules and regulations framed hereunder.
44. Any dispute or question of litigation arising between the parties regarding the maintenance of the cycle track and/or otherwise shall be referred to the Municipal Commissioner, whose decision thereon shall be final and binding upon the Volunteer agency.
45. In case of any claim, dispute of difference arising, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in the city of Mumbai.

46. The Volunteer agency shall pay all charges and expenses incidental to the preparation and execution of the agreement including Stamp Duty, Registration Charges and Legal charges.

- **Competence:**

The Applicant must have a team with the required technical skills, experience, and capacity to have successfully completed maintenance of cycle track / Garden.

He/she must demonstrate team experience in long-term maintenance and upkeep of cycle track.

#### **4. Submission Requirements**

Interested parties should submit the following documents as part of their EoI:

4A. Details of maintenance of cycle track / garden and landscaping / plantation projects completed in the last 7 years (project descriptions, cost, timelines, and outcome with respect to completion and maintenance years).

4B. Applicant's profile, including key personnel and relevant experience.

4C. Proof of financial capacity to meet the required Expenditure.

4D. Any additional information that demonstrates the Applicant's ability to meet the project requirements.

#### **5. Short listing Criteria**

As per Submission Requirements above	Weightage
For4A	50 %
For4B	20 %
For4C	20 %
For4D	10 %

Note: Applicants must meet the minimum weightage requirement of 80% to be considered for shortlisting.



## **6. DEADLINE FOR SUBMISSION**

The EOI must be submitted in a sealed cover/envelope at the following address on any working day before 16:00 hrs by 30.09.2025

Address: Office of Executive Engineer (HW)WW  
Municipal Water Works Yard,  
L. B. S. Marg, Near MTNL Office,  
Ghatkopar (west),  
Mumbai- 400 068.  
Tel : 022-25153740/022-25153272  
Email:-eehwwwes.he@mcgm.gov.in

Late submissions will not be considered.

## **7. CONTACT INFORMATION**

For further inquiries or clarifications regarding the EoI, please contact:

Shri Amit Hatwar  
Assistanat Engineer (Outside City) Trunk Mains  
8149913404

## **8. DISCLAIMER**

BMC or any of its designates reserves the right to cancel this request for EoI at any stage, and/or invite afresh with or without amendments, without liability or any obligation for such request for EoI and without assigning any reason(s). Information provided at this stage is indicative and BMC reserves the right to amend/add further details in the EoI.

**Sd/-**  
**Executive Engineer**  
**(Head Works)Water Works**