

REQUEST FOR PROPOSAL (RFX)

Appointment of Transition Management & Advisory Agency

For Handover of Operations from NBCC to HBC Ad hoc Apartment Owners Association (AOA)

1. Background & Context

Heartbeat City Township (Phase-1 & Phase-2), Sector-107, Noida (“HBC”), is presently under transition from NBCC-managed operations to self-management by the **HBC Ad-hoc Apartment Owners Association (AOA)** pursuant to directions of competent authorities and evolving governance requirements.

To ensure a **smooth, compliant, transparent, and risk-free transition**, HBC Ad-hoc AOA invites proposals from **experienced professional agencies** to act as a **Transition Management, Audit, and Advisory Partner**.

The selected agency shall function **solely in the interest of HBC Ad-hoc AOA**, with NBCC having **no supervisory, approval, or controlling role**.

2. Objective of the RFP

The objective is to appoint an independent professional agency responsible for: -
End-to-end transition planning and execution - Financial, technical, legal, and operational audits - Advisory support to HBC Ad-hoc AOA - Safeguarding interests of homebuyers - Ensuring accountability, compliance, and transparency

3. Scope of Work

3.1 Transition Management

- Prepare a **detailed Transition Roadmap** from NBCC to HBC Ad-hoc AOA
- Identify assets, liabilities, contracts, manpower, vendors, systems, and records
- Define timelines, milestones, and dependencies
- Coordinate transition activities without disrupting essential services

3.2 Financial Audit & Advisory

- Audit of:
 - Maintenance collections and expenditures
 - IFMS, sinking fund, and corpus funds
 - Vendor payments and outstanding dues
- Reconciliation of accounts between NBCC and HBC
- Identification of leakages, irregularities, and non-compliances

- Preparation of **opening balance sheet** for HBC Ad-hoc AOA

3.3 Technical & Asset Audit

- Physical verification of common assets and facilities
- Review of AMC contracts, warranties, and service agreements
- Assessment of infrastructure readiness for handover
- Gap analysis and risk identification

3.4 Legal & Compliance Advisory

- Review of existing contracts, MOUs, and agreements
- Advisory on statutory compliances (UP Apartment Act, RERA, local laws)
- Support in documentation required for formal handover
- Assistance in dispute identification and mitigation

3.5 Governance & SOP Framework

- Drafting of:
 - Standard Operating Procedures (SOPs)
 - Financial controls and approval matrix
 - Procurement and vendor management policy
 - Record-keeping and audit mechanisms

3.6 Reporting & Handover Support

- Periodic reports to HBC Ad-hoc AOA
- Final **Transition Completion Report**
- Knowledge transfer to AOA representatives

4. Deliverables

The agency shall submit, at minimum:

1. Transition Roadmap & Risk Register
2. Financial Audit Report
3. Asset & Technical Audit Report
4. Legal & Compliance Advisory Note
5. SOP & Governance Framework
6. Opening Balance Sheet for AOA
7. Final Transition Closure Report

All deliverables shall be **exclusive property of HBC Ad-hoc AOA**.

5. Eligibility Criteria

- Minimum **10 years of experience** in transition management / audits / advisory
- Proven experience in **large residential townships or housing projects**
- Multidisciplinary capability (Finance, Legal, Technical, Operations)
- No conflict of interest with NBCC or its vendors
- Firm must not be blacklisted by any government or statutory authority

6. Independence & Conflict of Interest

- The agency shall act **independently and exclusively for HBC Ad-hoc AOA**
- Any past or present association with NBCC must be fully disclosed
- HBC Ad-hoc AOA reserves the right to terminate the contract upon discovery of conflict of interest

7. Tenure of Engagement

- Initial tenure: **6 months**
- Extendable at the sole discretion of HBC Ad-hoc AOA
- No automatic renewal

8. Commercial Terms

- Fees shall be **fixed and milestone-linked**
- No escalation shall be permitted
- Payment shall be released **only upon acceptance of deliverables** by HBC Ad-hoc AOA
- No reimbursement unless explicitly approved in writing by AOA

9. Confidentiality

- All information accessed during the assignment shall be treated as confidential
- No disclosure to third parties without written consent of HBC Ad-hoc AOA
- Confidentiality obligations shall survive termination of contract

10. Ownership of Work Product

- All reports, data, documents, and findings shall vest **solely with HBC Ad-hoc AOA**
- The agency shall have no right to reuse or publish the work without written consent

11. Termination Clause

HBC Ad-hoc AOA reserves the right to: - Terminate the contract **without assigning any reason** with 15 days' notice - Terminate immediately in case of breach, misconduct, conflict of interest, or non-performance - No compensation shall be payable beyond work accepted till termination date

12. Limitation of Authority

- The agency shall have **no authority to bind HBC Ad-hoc AOA** financially or legally
- All decisions shall remain with HBC Ad-hoc AOA

13. Indemnity

The agency shall indemnify and hold harmless HBC Ad-hoc AOA against: - Errors, omissions, negligence - Misrepresentation or misconduct - Third-party claims arising from the agency's actions

14. Governing Law & Jurisdiction

- The contract shall be governed by **laws of India**
- Jurisdiction shall be **Courts at Gautam Budh Nagar / Noida only**

15. Evaluation Criteria

Proposals shall be evaluated based on: - Relevant experience & credentials - Understanding of scope & methodology - Independence & risk management approach - Commercial competitiveness

HBC Ad-hoc AOA reserves the **absolute right to accept or reject any or all proposals without assigning reasons.**

16. Proposal Submission

- Technical Proposal
- Commercial Proposal (separate sealed submission)
- Declaration of independence & no conflict of interest

Submission deadline and mode shall be notified separately.

17. Detailed Audit Plan & Commercial Framework

17.1 Audit Philosophy

The audit shall be conducted as a **forensic-cum-operational audit**, designed to: - Establish factual baseline for takeover - Protect AOA from legacy liabilities - Enable informed decision-making on downstream facility management and security contracts

Appointment under this RFP **does not guarantee** any downstream engagement for facility management, security, or operations. Any such engagement shall be **subject to separate RFPs** at the sole discretion of HBC Ad-hoc AOA.

17.2 Audit Modules & Work Plan

Module A – Financial & IFMS Audit

Scope: - Maintenance collections (tower-wise, phase-wise) - IFMS, sinking fund, corpus funds - Bank statements, reconciliations, and fund flow - Vendor bills, payments, and ageing - Identification of misallocations or non-permissible expenses

Deliverables: - IFMS Reconciliation Statement - Vendor Dues & Advances Register - Leakage & Irregularity Report - Opening Balance Sheet for AOA

Module B – Asset & Technical Audit

Scope: - Physical verification of all common assets - Review of AMCs, warranties, and service agreements - Condition assessment of lifts, DGs, STP, WTP, fire systems, CCTV, access control - Capex backlog and immediate risk items

Deliverables: - Asset Register (verified) - Capex & Replacement Forecast - Risk & Safety Non-Compliance Report

Module C – Legal, Contractual & Statutory Audit

Scope: - Review of contracts with NBCC-appointed vendors - Statutory compliance review (UP Apartment Act, Fire NOC, Pollution norms, Labour laws) - Identification of liabilities that cannot be transferred to AOA

Deliverables: - Contract Risk Matrix - Statutory Compliance Status Report - Exit & Transition Advisory Note

Module D – Manpower & Operations Audit

Scope: - Verification of deployed manpower vs billing - Skill adequacy and compliance with labour laws - Productivity and rostering analysis

Deliverables: - Manpower Rationalisation Plan - Cost Optimisation Opportunities - Compliance Gaps Report

Module E – Governance, SOP & Future RFP Readiness

Scope: - Financial controls and approval matrix - SOPs for FM, security, housekeeping, and procurement - Drafting of RFP frameworks for future FM & security tenders

Deliverables: - Governance & SOP Manual - Tender-Ready RFP Packs (FM & Security) - Transition Closure Certificate

17.3 Consolidated Commercial Estimate

Module	Estimated Cost (₹ Lakhs)
Financial & IFMS Audit.
Asset & Technical Audit.

Module	Estimated Cost (₹ Lakhs)
Legal & Statutory Audit
Manpower & Operations Audit.
Governance & SOP Framework
Total Estimated Cost.

*Final fees shall be **negotiated and fixed** and linked strictly to milestones and deliverables.

17.4 Payment Milestones

- 10% on submission of inception report
- 30% on completion of financial & asset audits
- 30% on submission of legal, manpower & compliance reports
- 30% on acceptance of final transition & SOP deliverables

No advance payments beyond inception stage.

17.5 Explicit Disclaimer on Downstream Engagement

- This engagement **does not create any right, expectation, or preference** for future facility management or security contracts
- HBC Ad-hoc AOA reserves the right to appoint **any third party** through separate competitive bidding
- Performance under this RFP/RFQ **shall not be construed as qualification** for downstream contracts of any nature.

17.6 Submission date & discussions.

- The RFQ can be downloaded from our website aoahbc.com
- All correspondence to be addressed to President, General secretary Adhoc AOA only on hbcaoa@gmail.com
- The last date of submission shall be 3rd of January 2026.
- Shortlisted agencies would be called to explain their customized proposals on invitation basis.

Issued by:

HBC Ad-hoc Apartment Owners Association (AOA)

Heartbeat City Township, Sector-107, Noida

This RFP and audit plan are designed to protect homebuyers, ring-fence liabilities, and ensure a clean and defensible transition from NBCC to HBC Ad-hoc AOA.