FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY

FGEHA (JV and PPP) RULES 2025

Government of Pakistan
Ministry of Housing and Works
FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY

Islamabad, the 19th March 2025

Statutory Notifications (S.R.O.)

S.R.O (1)/2025.- In exercise of the powers conferred under Section 26 of the Federal Government Employees Housing Authority Act, 2020 (Act IV of 2020), the Executive Board of the Federal Government Employees Housing Authority is pleased to make the following rules, namely:-

CHAPTER-I
PRELIMINARY

1. Short title, extent and commencement_ (1) These rules shall be called the Federal Government Employees Housing Authority (Joint Venture and Public Private Partnership) Rules, 2025.

(2) These rules shall extend to all future projects under these rules.

(3) These rules shall come into force at once.

CHAPTER-II
DEFINITIONS

2. Definitions._ In these rules, unless there is anything repugnant to the subject or context,–

(a) "Act" means the Federal Government Employees Housing Authority Act, 2020 (IV of 2020);

(b) "bidders" means interested individuals, private firms, investors, developers or consortiums, government departments, Corporate housing

bodies and others, who submit the proposals to the Authority under these rules;

(c) "booking" means the consent given by a registered member of the Authority expressed with the deposit of initial / down-payment required by the Authority within the stipulated time period or deadline against procurement of land for provision of plot / house / apartment as the case may be.

(d) "construction agreement" means the agreement signed between the Authority and Contractor/JV Partner for construction/development work. Construction agreement shall be in line with applicable terms and conditions of Pakistan Engineering Council (PEC) and International Federation of Consulting Engineers (FIDIC) for construction works;

(e) "contractor" means constructor validly registered with Pakistan Engineering Council (PEC) in category relevant to scope of work having or fulfilling all relevant prerequisites including codes, requisite experience, technical and financial capacity,

(f) "fraudulent practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder of partner in the bidding process or in execution of JV or PPP agreement to the detriment of the Authority; or misrepresentation of facts in order to influence a bidding process or the execution of JV or PPP agreement, collusive practices among bidders (prior to or after bid submission) designed to establish bid at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty: it may include any of the following:

i coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party

to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; or

ii collusive practice by arrangement between two or more parties to the bidding process or execution of JV or PPP agreement, designed to achieve with or without the knowledge of the Authority to establish prices at artificial, noncompetitive levels for any wrongful gain; or

iii offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain, or

iv any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit to avoid an obligation; or

v obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a bidding process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process;

(g) "joint venture" means an arrangement between the Authority and individuals, private firms, land providers, government departments, Corporate housing bodies, companies, investors, developers or consortiums etc. agreeing to pool their resources for the purposes of accomplishing a project;

(h) "JV or PPP agreement" means the agreement signed and executed between Authority and its JV or PPP partner(s) or any government delineating all terms and conditions of joint venture or PPP;

(i) "JV or PPP partners" means parties to the joint venture agreement, the Authority on one side ("the Authority") and the individuals, the private firms, investors, companies, developers and/or consortiums etc. or any Government, on the other side;

(j) "Government" means and includes the Federal Government, Provincial Governments, Government of Azad Jammu and Kashmir, Government of Gilgit-Baltistan or Government body or an authority or organization or agency under such Governments;

(k) "Public Private Partnership" or "PPP" means a commercial agreement between the Authority and a person pursuant to which the person—

(i) undertakes a scheme or part of a scheme on behalf of the Authority by, amongst other things planning, designing, constructing, financing, operating, insuring, marketing or maintaining such a scheme or part thereof; or

(ii) performs any function of the Authority on its behalf; or

(iii) assumes substantial financial, technical, operational or environmental risks in connection with undertaking the development or implementation of such a scheme or any part thereof; or

(iv) receives a benefit for performing the Authority's functions or from undertaking a scheme or part of a scheme on behalf of the Authority, either by way of price, charges or fees to be collected by the private party from any person in lieu of works, goods or services provided to them;

(l) "proposal" means the plan submitted for JV or PPP by the bidders in response to publication of expression of interest and request for proposal document or un-solicited proposal comprising all necessary documents as prescribed in these Rules;

(j) "registered members" means the Federal Government employees including serving, retired and other specified groups registered with the Authority for the purpose of allotment;

(k) "scrutiny committee" means the scrutiny committee having such composition of members and TORs as mentioned in these rules;

(l) "unsolicited proposals" a proposal submitted by any person to the Authority for a scheme or part of scheme, not being a Solicited Proposal, may be considered as an Unsolicited Proposal and may be processed in accordance with these Rules.

(m) "steering committee" means the steering committee having such composition of members and TORs as mentioned in these rules;

(n) "technical and evaluation committee" means the technical and evaluation committee having such composition of members and TORs as mentioned in these rules;

(o) "transaction advisor" means any Government, semi-Government department, body or company or private entity engaged by the Authority;

(p) "vetting and construction supervision consultant" means the consultant, registered with government council / body concerned, engaged by the Authority for vetting of designs and layout plans, and for construction supervision of joint venture projects.

CHAPTER-III
SCHEME IDENTIFICATION AND PREPARATION

3. **Scheme identification and preparation.—(1)** The Authority shall identify and prepare a scheme proposal using criteria such as supply and demand gaps, social and economic benefits, financial attractiveness, risks and uncertainties involved and readiness for implementation.

(2) A scheme proposal shall consist of, inter-alia, an analysis of feasibility and sustainability of the scheme including detailed business case and financial model justifying the scheme's financial and economic viability over the expected duration of scheme or part of scheme as applicable, initial environmental examination or environmental impact assessment, risk analysis, analysis of the need for the Authority support and the affordability of the scheme.

(3) The Authority may, after the review of a scheme proposal, approve it for selection of a party for the scheme.

4. **Role of Authority.-** Subject to the terms of the Act, the Authority shall, *inter alia*,—

(a) identify suitable schemes or part thereof and prioritize them;

(b) prepare, consider and approve a concept paper for any scheme or part thereof in the form of pre-feasibility study;

(c) where necessary, hire transaction advisers;

(d) prepare a feasibility for a scheme and, if its outcome is positive, submit a scheme proposal along with estimated cost of the scheme, type of PPP or JV agreement;

(e) In case of PPP conduct a competitive tendering process for a scheme approved, including a pre-qualification process and bidding by the prequalified bidders to select the suitable private party;

(f) carry out bid evaluation;

(g) negotiate and sign the PPP or JV agreement with the selected party; and

(h) monitor and evaluate implementation and operation of the scheme.

CHAPTER – IV
PRE-REQUISITES FOR JV

5. **Pre-requisites.**_(1) In case where the JV is proposed on the land owned by private party following minimum standards shall be taken into account, namely:–

(a) for standalone projects, minimum Twenty (20) kanals of land for apartments, commercial, specialized Mall or Mix-use scheme, two hundred (200) kanals of land for built / semi-built housing units scheme and four hundred (400) kanals of land for development of plots scheme shall be the precondition for a new scheme

Notwithstanding these condition as stipulated in abovementioned Clause(a), any feasible site proposed in an already approved/developed scheme on any size of plot shall be planned and executed in conformity with applicable local rules or bye-laws;

(b) land being offered by bidders for JV projects shall be appropriate for planning of proposed project/ scheme and free from all encumbrances;

(c) land shall preferably be located near main roads and have an easy access from main road. The width of the access road shall be determined in accordance with the local authority byelaws;

(d) only land owners having title of proposed land in their own name, or those with valid power of attorney or valid legal agreement to sell with owners of land as per revenue record, shall be eligible to apply for JV;

(e) there shall be no advance payment for land in any of the JV models except with the approval of Board;

(f) shares of residential/commercial areas or both of JV Partners shall be determined on recommendations of transaction advisor in the commercial feasibility;

(g) amenity areas shall exclusively rest with FGEHA;

(h) project Land's title shall ultimately and exclusively vest in the name of the Authority in terms of Section 2 (n) of the Act and its delivery of possession to the Authority shall precede commencement of construction and development work. Provided that where terms of JV Agreement provides otherwise or transfer of title is not possible then at least 20% of saleable area of the project shall be transferred in the name of Authority;

(i) contractor engaged for development of project shall demonstrate capability and financial capacity to execute and complete the project, including, but not limited to, infrastructure work and building works;

(j) the cost of construction shall be determined while taking into consideration the Schedule of Rates of items as per rates of Market Rates Schedule (MRS), Military Engineering Services (MES), Public Works Department (PWD), National Highway Authority (NHA) or such other regulating entities as notified by the government concerned. The schedule of rates shall be finalized after vetting by the vetting consultant and subsequent recommendation of the technical committee of the Authority. The workout rates shall be closest to the market rates and shall be mutually agreed between JV partners;

(k) brochures, allotment letters or such like material shall be issued by the Authority;

(l) booking of the registered members shall automatically determine the feasibility of proposed scheme. Fifty percent booking of residential units of the Authority's share should be the pre-requisite/condition for the launching/feasibility of the project;

(m) Authority shall ensure best quality of works through vetting and construction supervision consultant. The Authority shall directly pay the consultancy (vetting and supervision) fee to vetting and supervision consultant, however, the JV partner will pay back the said fee to the

Authority in accordance with its shares in residential and commercial area; and

(n) in all JV models, in case of non-completion of development or construction works by the JV partner due to his willful and deliberate negligence and without a justifiable reason within prescribed time or upon the default of the JV partner in its capacity as contractor/JV partner, the Authority shall get the development or construction completed on its own, through open bidding on risk and cost basis, and recover the additional cost through sale proceeds from residential or commercial share of the JV Partner through auction or any other process deemed appropriate by Executive Board.

6. Documents Required for JV: _ (1) The proposals submitted by bidder for JV projects must contain following documents along with other details, namely:–

(a) fresh Copies of Register *Haqdarane-Zameen (Fard)* attested by concerned *Tehsilder* preferably issued within last three months.

(b) *Aks Shajra/Khasra* Plan showing clear boundaries of proposed scheme. In case of already approved schemes highlighted proposed area in approved Lay out plan of the scheme;

(c) non-Encumbrance Certificate from competent authority;

(d) valid Agreement to Sell with the land owner or valid irrevocable General Power of Attorney with the original land owner in case the owner has appointed an Attorney, shall be provided with the proposal;

(e) status of utility services including electricity, gas, water and others at site be substantiated with evidence;

(f) complete details regarding bio data, qualification, experience of key personnel responsible for development of project shall be provided at appropriate stage;

(g) an undertaking to the effect that the bidder is willing to comply with the provisions of the standardized JV agreement with the Authority, followed by Construction Agreement (if applicable), subject to fulfillment of all codal formalities;

(h) Geographic Information System (GIS) Map of proposed site along with proposed land khasras superimposed on Google map showing the boundary coordinates of land/site in Universal Transfer Mercator (UTM) format (both in soft and hard format) shall be provided;

(i) following details about the firm, consortium or an individual as the case may be, shall also be provided with proposals where applicable in case the bidder intends to opt for the development work on the proposed land, namely:–

A. full name of the individual, firm, company or consortium and permanent address with evidence of incorporation and structure of consortium, if applicable;

B. legal Status of the firm (sole ownership or limited company) certified by registrar or concerned authority. Registration certificate with the Securities Exchange Commission Pakistan (SECP) or Registrar of Firms is to be provided;

C. the registration of firm with Pakistan Engineering Council in relevant category equivalent to scope of the work is to be provided;

D. complete information of housing and infrastructural projects, completed during last 10 years along with photographs or brochures and other documentary proofs, shall also be required, along with the following:

(I) name of projects, location and client;
(II) scope of work;
(III) details of projects;
(IV) certified proof of financial soundness (from bank);
(V) copy of NTN;
(VI) annual turnover of the company;
(VII) undertaking that the firm has never been blacklisted by any Government, semi Government, Attached Department or Autonomous Body;
(VIII) Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder. The firm has never been involved in litigation, an affidavit to such effect shall be provided; and

(IX) Performance certificates from the clients, if any, for whom similar services have been rendered.

7. Joint Venture Models._ (1) The Authority while preparing a scheme shall also specify the JV model and may enter into any JV model which best serves the interest of the Authority including but not limited to some of the JV models specified in these rules.

8. Land Sharing Model._ The bidder may submit the proposal wherein compact piece of land is provided or offered by it under land sharing formula. For all development or construction works under this model option of construction/development through direct contracting shall be given to JV partner subject to fulfillment of pre-requisites under these Rules, in its capacity as Contractor.

(i) following terms and conditions shall be applied for compliance of provisions prescribed in general, namely:–

(a) residential and commercial area shares of Joint Venture Partners shall be determined based on commercial feasibility, as recommended by the transaction advisor; however, that the Authority's residential share shall not be less than fifty percent; and

(b) cost of the land and development works may be made to land provider as agreed with approval of the Board.

(ii) The Authority may implement a land sharing arrangement with land provider on a ratio as mutually agreed, for provision of developed residential plots against raw land provided by the land provider.

9. End Product / Turnkey Model.– (1) The Joint Venture Partner shall provide finished products, including apartments, houses, or plots, on a turnkey basis, with the final cost inclusive of all expenses, encompassing land, development,

and infrastructure price. The Joint Venture Partner shall be responsible for the complete handover of finished products.

(2) With respect to project financing, the Authority may proceed under one of the following arrangements, namely:–

(a) payments contingent upon the attainment of construction or development milestones as defined in the relevant agreement; or

(b) payments in instalment over mutually agreed schedule, correlated with milestone achievement;

(c) a single payment upon project completion; or

(d) an alternative payment schedule as mutually agreed and approved by the Executive Board.

(3) The Authority may, consider and approve private housing schemes or projects, within its specified areas, contingent upon the satisfaction of the following enumerated conditions, and such further terms and conditions as the Authority may deem appropriate, namely:–

(a) Authority will act as regulator/facilitator of a private housing project/scheme and while doing so adherence to local municipal laws shall be ensured as envisaged in the Act;

(b) developer will submit proposal of its own specific housing project, to the Authority for requisite approvals/NOCs;

(c) whole of the project investment including but not limited to purchase of land, project design, and development/construction cost will be borne by the developer as the investor;

(d) upon the Authority's recommendation and acceptance of a proposal subsequent to scrutiny, a minimum of twenty percent of the residential units shall be transferred to the Authority at a subsidized cost. Any residential unit share exceeding twenty percent may be negotiated at discounted rates. The share of Authority in commercial area of the project shall be mutually agreed on the recommendation of transaction advisor;

(e) upon Layout Plan approval, the Authority shall, within thirty days and upon the Joint Venture Partner's recommendation consistent with the approved Layout Plan, issue fifty percent of the Joint Venture Partner's allotment letters. The remaining thirty percent shall be issued upon achievement of construction and development milestones, as determined by the consultant in consultation with the Authority. Additionally, the Authority shall retain twenty percent of the developer's share as collateral, serving as a guarantee for the completion of construction and development works;

(f) in addition to above, the JV Partner shall transfer the land of public roads, parks, graveyards and all other space left for public utilities in the name of Authority;

(g) failure to achieve construction/development milestones within stipulated time will invite imposition of penalty in the form as deemed appropriate by the Executive Board;

(h) the Authority shall execute all transfers (residential, commercial, and amenities) in accordance with its applicable rules, and shall collect transfer fees, which may be shared with the Joint Venture Partner at a rate mutually agreed upon in the Joint Venture Agreement;

(i) all other cost's share including marketing and advertisement cost associated with project shall be enshrined in the JV Agreement;

(j) any aspect/matter not covered under these rules shall be mutually decided by both parties, which shall become part of JV Agreement to be approved by the Executive Board of the Authority; and

(k) the Authority shall hold right to accept or reject any proposal or decide/finalize terms of JV agreement not defined in these rules suitable for the objective.

CHAPTER- V
GENERAL PROCEDURE FOR JV OR PPP

10. Advertisement for expression of Interest.- (1) The Authority shall publish a request for Expression of Interest (**"EOI"**) of the Proposal on its website and at

least two national daily newspapers (one English, one Urdu) with wide circulation.

(2) The EOI shall clearly outline project details for better understanding that may include the following, namely:–

(a) objectives and scope

(b) location

(c) eligibility Criteria for private sector bidders; and

(d) Proposed JV or PPP model.

11. Prequalification.-(1) Interested private entities can submit an EOI for pre-qualification within the timeframe specified which shall demonstrate brief profile and relevant experience in JV or PPP projects, financial capacity to undertake the project and preliminary understanding of the project requirements.

(2) In case the person is a consortium, its members and their roles and proposed shareholding shall be disclosed at the pre-qualification stage, and the consortium shall provide a written and legally enforceable undertaking from its members to be jointly and severally liable for the performance of obligations under the contract, if awarded;

(3) The scrutiny committee shall prequalify a bidder for the JV or PPP project on the basis of project proposal, pre-qualification criteria and these Rules as soon as possible.

(4) The scrutiny committee may, in process of prequalification, seek clarification or provision of document from any bidder who has submitted the expression of Interest.

(5) After prequalification, the Authority shall immediately inform the bidders result of prequalification, publish the result on its website and submit its report before Technical and evaluation committee to invite the prequalified bidders to submit or negotiate further modalities of the project.

12. Disqualification. – (1) The Authority may, at any stage after providing an opportunity of hearing, disqualify a bidder on the ground that the bidder has provided false, fabricated or incorrect information.

(2) The Authority may, after providing an opportunity of hearing, declare a bidder disqualified on account of engaging, directly or through an agent, in any fraudulent practice.

(3) The Authority shall reject the bid of a bidder who is disqualified under sub-rule(1) or (2).

13. Bidding in case of PPP. - (1) In case of PPP after the selection of pre-qualified persons the Authority shall, within thirty (30) days from the completion of the pre-qualification process, issue bid documents to the pre-qualified persons and shall give adequate time not exceeding sixty (60) days to such pre-qualified persons for preparation and submission of their bids.

(2) Where prequalification is deemed not necessary by the Technical and Evaluation Committee, in its sole and absolute discretion, shall within thirty (30) days from the approval of the scheme/project or part thereof, through public notice issue bid documents and shall give adequate time not exceeding sixty (60) days for preparation and submission of bids.

(3) The Technical and Evaluation Committee shall either adopt single stage two envelopes or two-stage two envelope bidding procedure based on which bidding procedure suits best for the project being published.

14. Evaluation in case of JV.- (1) After the pre-qualification of JV proposal, the Scrutiny Committee shall conduct an initial evaluation of JV proposals and verify land title and encumbrances free status from concerned revenue authorities, land use confirmation and prepare a site visit report with preliminary recommendations:

Provided that if required land shall be valued by a government department or an independent valuer registered with the State Bank of Pakistan or the Pakistan Banks' Association, as engaged by the Authority.

(2) The Planning Wing shall conduct a preliminary review of the JV partner's tentative layout plan and recommend it for detailed technical assessment by the Technical Wing.

(3) The Technical Wing shall assess the JV partner's tentative cost estimates based on the layout plan.

(4) The Finance Wing shall conduct a preliminary financial feasibility analysis, including cash flow estimation, and assess project viability and affordability for registered members and specified groups.

(5) The JV and Law Wings shall prepare the JV Agreement in accordance with applicable rules and the specific proposal.

(6) Upon completion of the preceding evaluation stages, the proposal, including the draft layout plan, cost estimates, financial plan, feasibility analysis, and draft JV Agreement, shall be presented to the Technical and Evaluation Committee and the Steering Committee for evaluation and recommendation, in accordance with their respective terms of reference.

(7) The JV Agreement shall be presented to the Executive Board for approval, as the competent authority, based on the recommendations of the Technical and Evaluation Committee and the Steering Committee. The Board shall accept or reject the bid.

(8) Upon Executive Board approval, the JV partners shall execute the JV Agreement.

(9) The Technical and Evaluation Committee shall review the layout plans, drawings, and construction cost estimates submitted by the JV partner, which have been vetted and certified by the consultant and reviewed by the Planning Wing, and shall submit them to the Steering Committee for onward transmission to the Executive Board for approval. The construction agreement shall be executed subsequent to such approval.

15. Rejection of Bids.- (1) The Technical and Evaluation Committee may reject all or any of the bids or proposals at any time prior to signing of PPP or JV Agreement. The Authority shall upon request communicate to any person who submitted a bid, the grounds for its rejection of all bids, but is not required to justify those grounds.

(2) The Authority shall incur no liability, solely by virtue of its invoking sub regulation (l) towards persons who have submitted bid.

(3) Notice of the rejection of all bids shall be given promptly to all persons that submitted bids.

16. Unsolicited proposal.- (1) The Scrutiny Committee may review the unsolicited proposal including proposal not covered under JV or PPP models but apparently practical and beneficial to the Authority to determine that-

(a) the basic conditions contained in the Rules are fulfilled;

(b) the initiator of the proposal is willing and ready to invest on the proposed JV or PPP project; and

(c) the project for which the proposal has been submitted is an appropriate project for implementation through JV or PPP on the basis of an unsolicited proposal.

(2) If Scrutiny Committee requires any additional information from the initiator of the unsolicited proposal, it may consider the proposal after receipt of the additional information.

(3) If the unsolicited proposal is found viable or unviable by the Technical and Evaluation Committee, the Authority shall inform the person who made the proposal.

(4) If the unsolicited proposal is found viable by the Authority, it shall in case of PPP,–

(a) advertise the proposal for open competition without disclosing the name of the initiator of un-solicited proposal;

(b) conduct pre-qualification process;

(c) exempt the Initiator of the un-solicited proposal from the pre-qualification;

(d) award five percent additional weightage to the initiator of the unsolicited proposal in Technical Bid and right to match or improve the best commercial offer;

(5) If the unsolicited proposal is found viable by the Authority, it may, if no other bidder in response to the advertisement submits expression of interest or bid, after negotiations, award the PPP agreement to the initiator of the unsolicited proposal.

(6) If the unsolicited proposal is found viable by the Authority, it may in case of JV refer it to scrutiny committee to proceed further in accordance with these rules.

(7) Unless otherwise expressly stated in writing by the initiator of unsolicited proposal, the Authority may, if it considers necessary, disclose any information of the unsolicited proposal to the bidders as part of the process for selection of a partner.

CHAPTER-VI
COMMITTEES

17. Scrutiny committee.– (1) The following shall be scrutiny committee for performance of its functions under these rules, namely:–

S. No.	Members	Status
(1)	(2)	(3)
1.	Director JVP of the Authority	Convener
2.	Deputy Commissioner/LAC of the Authority	*Member*
3.	Deputy Director JVP of the Authority	*Member*
4.	Deputy Director Technical of the Authority	*Member*
5.	Deputy Director Planning of the Authority	*Member*
6.	Deputy Director EIA of the Authority	*Member*
7.	Deputy Director Law of the Authority	*Member*
8.	Deputy Director Finance of the Authority	*Member*
9.	Assistant Director JVP of the Authority	*Member-cum-Secretary*
10.	Any other person of special expertise co-opted by the Director General of the Authority	*Member*

(2) The following shall be the terms of reference (TORs) of the scrutiny committee, namely:–

a. opening and scrutiny of the JV or PPP proposals received in response to advertisement of the expression of interest;
b. preparation of abstract and synopsis of the proposals received;
c. inspection of sites (aspects of planning, technical, land, services, utilities, etc.);
d. preliminary feasibility regarding technical, planning and land aspects;
e. completion of all initial documents as per EOIs; and
f. recommend the potential JV or PPP proposals for review of technical and evaluation committee.

18. Technical and evaluation committee.– (1) The following shall be technical and evaluation committee for performance of its functions under these rules, namely:–

S. No.	Members	Status
(1)	(2)	(3)
1.	Chief Engineer, of the Authority	Convener
2.	Joint Engineering Adviser of the Division to which business of the Authority stands allocated	*Member*
3.	Chief Engineer, Pakistan Housing Authority Foundation	*Member*
4.	Director JVP, of the Authority	*Member*
5.	Director Technical, of the Authority	*Member*
6.	Director Planning, of the Authority	*Member*
7.	Director Land, of the Authority	*Member*
8.	Director Estate, of the Authority	*Member*
9.	Director Law, of the Authority	*Member*
10.	Director Finance, of the Authority	*Member*
11.	Deputy Director JVP, of the Authority	*Member*
12.	Assistant Director JVP, of the Authority	*Member-cum-Secretary*
13.	Any other person of special expertise co-opted by the Director General of the Authority	*Member*

(2) The following shall be the terms of reference (TORs) of the technical and evaluation committee, namely:–

a. detailed evaluation of the JV or PPP proposals recommended by scrutiny committee;

b. finalization and approval of signing of memorandum of association (MOU) with JV partners;
c. analysis of the valuation of land as determined by land valuator;
d. detailed evaluation of technical and financial capacity of contractors;
e. analysis of design and planning of the project;
f. evaluation of construction contract documents including Bill of Quantitates (BOQs) of the project;
g. finalization of the abstract cost of the project;
h. evaluation and finalization of financial and technical feasibility of the project;
i. finalization of the terms of JV or PPP agreement to be signed between parties;
j. recommend the potential JV or PPP projects to steering committee after detailed evaluation; and
k. Develop mechanism or Standard Operating Procedures (SOPs) to implement these rules, where needed.

19. Steering committee.– (1) The following shall be steering committee for performance of its functions under these rules, namely:–

S. No.	Members	Status
(1)	(2)	(3)
1.	Director General, of the Authority	Convener
2.	Chief Engineer, Pakistan Housing Authority-Foundation	*Member*
3.	Joint Engineering Adviser of the Division to which business of the Authority stands allocated	*Member*
4.	Chief Engineer, of the Authority	*Member*
5.	Chief Planner, of the Authority	*Member*
6.	Director Land, of the Authority	*Member*
7.	Director Law, of the Authority	*Member*
8.	Director Finance, of the Authority	*Member*
9.	Director JVP, of the Authority	*Member-cum-Secretary*
10.	Deputy Commissioner of District Concerned or his nominee not below the rank of BPS-17	Co-opted *Memebr*
10.	Any other person of special expertise co-opted by the Director General of Authority	*Member*

(2) The following shall be the terms of reference (TORs) of the steering committee, namely:–

a. review the feasibility of the JV or PPP projects recommended by technical and evaluation committee;
b. to finalize residential share of parties in land sharing model;
c. to finalize the negotiations on JV or PPP agreements and construction agreements; and
d. make recommendations for final approval of JV or PPP agreement and construction agreement by the Executive Board.

CHAPTER –VII
MISCELLANEOUS

20. Agreement with Government.- Notwithstanding any other provision of these rules, the Authority may, in its discretion, enter into agreements with government entities or government-owned entities without adherence to the procedural requirements prescribed herein.

21. Integrity Pact. - For every scheme, the Authority shall enter into an integrity pact with the private party along with the JV or PPP agreement, as the case may be.

22. Indemnity by the Partner. -The Partner shall indemnify the Authority against any defect in design, construction, maintenance or operation of the scheme and be liable to reimburse all costs, charges, expenses, losses and damages suffered by the Authority or an end user due to any such defect.

23. Recovery of Costs, Dues and Fees. - The Authority may recover any sum due from Partner as arrears of land revenue in accordance with applicable laws.

24. Cancellation of the PPP or JV Agreement.- The Authority may cancel the PPP or JV Agreement at any time, if it finds that the information submitted by any person concerning his technical qualification was false and materially inaccurate or incomplete.

(2) The Authority may also cancel the PPP or JV agreement if a party commits a material breach of any provision of the PPP or JV agreement, and such breach

remains uncured for a period of thirty days after receiving written notice from the Authority-

(3) Such cancellation shall be communicated to the respective party in the form of decision containing the grounds for such action.

(4) The party may file the review before the Executive Board of the FGEHA within thirty days of communication of such cancellation after depositing the prescribed fee and in accordance with procedure issued by the Authority, and the Board shall evaluate the case and decide within ninety days of filing of review. The decision of the Board in case of review shall be considered as final.

25. Blacklisting.--(1) The Authority shall devise a comprehensive mechanism for blacklisting and debarment of party for specified time in accordance with rules made by the Authority and the party shall be declared as blacklisted and henceforth cross debarred for participation in any public procurement or disposal proceedings for the period of not more than–

(a) ten years, if corrupt and fraudulent practice is established against the party or the parties in pursuance of blacklisting proceedings;

(b) three years, if the party fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise, However, the Authority shall initiate such blacklisting or debarment proceedings after exhausting the forum of arbitration, provided that such provision exist in the conditions of contract and if such failure or breach is covered in the respective dispute settlement clauses of the Contract; and

(c) six months, if the party fails to abide with bid securing declaration however without being involved in any corrupt and fraudulent practice.

(2) Notwithstanding anything contained in these rules, the blacklisted or debarred party shall be bound to perform its contractual obligations in such on-goings public contract or contracts in which such party is already engaged. This shall be at the option of the Authority.

26. Dispute resolution.- (1) In a case of every dispute between the Authority and a private party in relation to or arising out of the PPP or JV agreement, the parties shall resolve the dispute in the following manner, namely:–

(a) the parties shall deliberate to achieve a consensus; and

(b) if no consensus is achieved, the parties shall settle the dispute in an amicable manner by mediation by an independent and impartial person appointed with consultation of the parties.

(2) The disputes shall be decided in accordance with the applicable laws of Pakistan and the Arbitration Act, 1940.

27. Repeal.– (1) The provisions of all existing rules, regulations, policies, guidelines, instructions and such other instruments to the extent of the matters covered in respect of joint ventures under these rules shall stand repealed.

(2) The repeal under sub-rule (1) shall not apply to the ongoing projects and schemes initiated under the said repealed rules, regulations, policies, guidelines, instructions and such other instruments and shall continue as if these were not repealed.

[No.]

Director General
FGEHA

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