EXTRA ORDINARY ISSUE REGISTERED No. L-7532

The Punjab Gazette

PUBLISHED BY AUTHORITY

LAHORE WEDNESDAY FEBRUARY 11, 2026

GOVERNMENT OF THE PUNJAB
LAW AND PARLIAMENTARY AFFAIRS DEPARTMENT

NOTIFICATION
(11 of 2026)

11 FEBRUARY 2026

Notification No.SO(H-II)2-9/2025, dated 08.01.2026 issued by the Housing, Urban Development and Public Health Engineering Department, is hereby published in the Punjab Gazette (Extraordinary) for general information:

CamScanner

"**GOVERNMENT OF THE PUNJAB**
HOUSING, URBAN DEVELOPMENT AND
PUBLIC HEALTH ENGINEERING DEPARTMENT

Dated Lahore, the 08th January, 2026

NOTIFICATION

No.SO(H-II)2-9/2025.- In exercise of the powers conferred under section 20 of the Management and Transfer of Properties by Development Authorities Act 2014 (*XIX of 2014*), Governor of the Punjab is pleased to make the following rules:

1. Short title and commencement.- (1) These rules may be cited as the Punjab Housing and Town Planning Agency (Joint Venture) Rules 2025.

(2) They shall come into force at once.

2. Definitions.- (1) In the rules, unless the subject or context requires otherwise:

(a) "Act" means the Management and Transfer of Properties by Development Authorities Act 2014 (XIX of 2014);

(b) "affordable housing" means dwelling unit, house, flat, quarter, combined house, incremental house, row house, apartment or residential plot at an affordable price within the payment capacity of the lower income households;

(c) "agreement" means the joint venture agreement executed between the Authority and partner;

(d) "Authority" refers to the Punjab Housing and Town Planning Agency;

(e) "bid" means a tender or an offer, in response to an invitation, by a private party expressing his willingness to undertake a project including all requisite parts thereof;

(f) "bidder" means a person from the private sector who participates in the bidding process for a project;

(g) "project" refers to the affordable housing project including redevelopment or renewal of the existing schemes of the Authority;

(h) "rules" means the Punjab Housing and Town Planning Agency (Joint Venture) Rules 2025; and

(i) "value for money" means the optimal combination of quality, cost and efficiency to meet objectives of the project.

CamScanner

(2) A word or expression used but not defined in the rules shall have the same meaning as assigned to it in the Act.

3. Identification of land for the project.- (1) For the purpose of joint venture, the Authority shall identify land for the project on following basis:

(a) supply and demand gaps;

(b) social, environment and governance risks;

(c) impacts and climate vulnerability such as exposure and sensitivity to temperatures, urbanization and connectivity;

(d) access to basic amenities;

(e) connectivity with main infrastructure;

(f) energy efficiency;

(g) climate resilient housing schemes including use of green building materials and sustainability;

(h) social and economic benefits;

(i) financial attractiveness;

(j) risks and uncertainties involved; and

(k) readiness for implementation.

(2) The Authority shall specify the restrictions of land use and its relaxations including the building height, floor area ratio *etc.*, for each project.

(3) The Authority shall upload the land identified under sub-rule (1) on its website.

4. Screening and appraisal.- (1) The screening of the project shall include:

(a) long-term strategic stability of the project;

(b) preliminary technical, environmental, social, governance, economic, financial and legal assessment;

(c) suitability of the project on a joint venture basis; and

(d) institutional capacity of the Authority to execute and implement the project.

(2) In case the Authority, upon screening of the project, determines that the project may be undertaken on a joint venture, it shall conduct a pre-feasibility study of the project and cost-benefit analysis to ascertain the commercial viability of the project.

5. Pre-feasibility.- (1) The Authority shall conduct a pre-feasibility study to assess the scope of the project, land use impact assessment

CamScanner

for any potential conflicts or incompatibilities with surrounding properties and uses, and identify the following risks:

(a) planning risks;

(b) approval risks;

(c) delay risks;

(d) design risks;

(e) partner risks;

(f) handover risks, if any; or

(g) any other risks as may be determined during the feasibility study.

(2) The Authority shall not require or undertake any pre-feasibility study for the redevelopment or renewal of its existing schemes.

6. Feasibility.- (1) The Authority shall, on the basis of pre-feasibility study, undertake a feasibility study to:

(a) identify and define the activity which the Authority intends to outsource to a partner including preparation of environmental, social and governance instruments and securing no objection certificate from the Environmental Protection Agency, Punjab for an Initial Environmental Examination or Environmental Impact Assessment;

(b) assess the impact of the joint venture on the human resource, assets, liabilities and revenues of the Authority;

(c) include technical, environmental, social, governance, climate resilience, sustainability aspects and socio-economic impact analysis;

(d) assess the need for the project on a joint venture on the followings basis:

(i) options available to the Authority to satisfy those needs through alternative models;

(ii) the advantages and disadvantages of each option; and

(iii) comparative advantage in terms of strategic and operational benefits for implementation under the agreement;

(e) describe, in specific terms:

(i) nature of functions of the Authority, the specific functions to be considered in relation to the project and the expected inputs and deliverables;

CamScanner

(ii) extent to which those functions may lawfully and effectively be performed by the partner; and

(iii) resources (in cash or in land or in other kind) that the Authority may contribute to the project; and

(f) demonstrate that the joint venture shall:

(i) be affordable to the Authority;

(ii) provide value for money; and

(iii) transfer appropriate technical, operational or financial risks to a partner.

(2) The feasibility study shall indicate comparative projections of the full costs:

(a) of implementation of environment, social and governance instruments including environmental and social management plans and climate resilient housing schemes, to be implemented during pre-construction, construction and operations and maintenance phases along with institutional responsibilities and associated costs; and

(b) to the Authority for the activity, if that activity is outsourced or not.

(3) The feasibility study shall conclude with comparative projections of the net benefit (total benefit less total cost) to the public.

7. Unsolicited proposal.- (1) A private party, having integrity and good reputation, may submit the unsolicited proposal for a project, if:

(a) there is an innovation or unique idea independently originated and developed;

(b) the project may potentially contribute to achieving the objectives of the Authority for providing affordable housing; and

(c) possesses capability, experience, technique or facility to achieve the project.

(2) Mere submission of the unsolicited proposal does not create any right for joint venture.

(3) Upon submission of the unsolicited proposal and prior to the feasibility study, the private party shall submit the following information and documents to the Authority:

(a) description of the proposed project;

(b) preliminary assessment of the public need for the project including a description of the benefits to

CamScanner

society and its alignment with policies of the Government;

(c) description of the environmental, social and governance instruments, features of the project and its risks and impacts with regards to baseline conditions;

(d) preliminary technical description of the project including a construction schedule and requirements for connections to existing assets or services, preliminary site layout plan, housing prototype, and mix unit;

(e) preliminary assessment of the financial feasibility including costs and revenues and a preliminary funding and financing plan;

(f) preliminary operating plan for the project;

(g) preliminary assessment of project risks;

(h) demonstrates that the proposal:

(i) is fairly and sustainably priced relative to comparable projects and is technically sound;

(ii) involves an acceptable and optimal sharing of costs and risks between the Authority and private party; and

(iii) shall meet acceptable commercial and industry standards; and

(i) description of the type of Government support required by the private party in successfully undertaking the project.

(4) The Authority shall conduct a preliminary review of the unsolicited proposal to determine whether it:

(a) meets the needs of the Authority;

(b) provides a clear number, mix and price points of the affordable housing units;

(c) contains sufficient technical information and information relevant to costs for evaluation;

(d) presents an innovative and unique proposal; and

(e) does not represent the substance of a current solicitation.

(5) The Authority shall make a written determination as to whether the proposal is unsolicited and is likely to achieve the objectives for the project.

(6) In case the Authority determines that the unsolicited proposal is likely to achieve the objectives for the project and the

CamScanner

private party has the capacity to undertake the project, it shall require such private party to undertake the following feasibility studies at its own cost and within the timelines stipulated by the Authority:

(a) social, governance and environmental studies as per requirements of the Environmental Protection Agency, Punjab for an Initial Environmental Examination or Environmental Impact Assessment;

(b) designs and technical feasibility study;

(c) financial feasibility study;

(d) economic feasibility study; and

(e) any other study as required by the Authority.

(7) After feasibility study, the Authority shall consider the unsolicited proposal, if it is:

(a) in the public interest;

(b) likely to generate value for money;

(c) well-developed and specifically provides the affordability of the project and management of risks;

(d) undertaken on the same price and terms as may be undertaken through any other mode; and

(e) in line with the policy of the Authority or Government.

(8) While considering the unsolicited proposal, the Authority shall ensure that relevant information is made publicly available to all interested persons in a consistent and timely manner through readily accessible and widely available sources free of cost and there is appropriate reporting of the bidding process.

(9) Each unsolicited proposal shall be assessed in accordance with the evaluation criteria developed by the Authority.

(10) After evaluating the unsolicited proposal, the Authority may initiate the open competitive bidding process.

(11) The private party shall be:

(a) automatically prequalified for the open competitive bidding process; and

(b) awarded up to five percent points for the financial bid.

8. Open competitive bidding.- All joint ventures shall be undertaken through an open competitive bidding process in a fair and transparent manner to bring the value for money.

9. One person one bid.- (1) One person shall be allowed to submit one bid. In case of more than one bid by a person, all bids submitted by him shall be rejected.

CamScanner

(2) If a consortium has submitted a bid, it shall be construed that each member of the consortium has submitted the bid.

10. Consortium.- (1) Two or more bidders may participate in the bidding process jointly as a consortium.

(2) Under the consortium arrangement only one entity, either through the lead member or by forming a legal person, shall be responsible to the Authority for execution of the entire project and if Agreement is awarded, all members shall individually sign and be severally and jointly liable for the entire project.

(3) To avoid any potential conflict of interest, no member of any consortium shall be a member of, or in any other way participate or be involved, directly or indirectly, in another consortium who also participates in the open bidding for the same project at any stage of the bidding process.

(4) If a prequalified bidder is a consortium, it shall notify the Authority of all changes in the shareholding of the consortium prior to issuance of the request for proposal or the award of agreement, as the case may be. Such changes shall be approved by the Authority, after conducting proper due diligence and assessing the impact of the change.

(5) All members of the consortium shall remain bound to the consortium from the date of execution of the Agreement until the completion of the project as certified in writing by the Authority and in any event for a period of not less than three years.

(6) Upon expiry of three years and prior to completion of the project, a member of the consortium may exit the consortium only with the prior written consent of the Authority which shall be granted subject to the following conditions:

(a) introduction of a substitute party possessing technical and financial capacity equal to or greater than that of the exiting member;

(b) confirmation that the exiting member has fully discharged all equity contributions and any other financial obligations due up to the date of exit; and

(c) impose such conditions as deems necessary to ensure that the departure of any member of the consortium does not adversely affect the timely and uninterrupted implementation of the project.

11. Disqualification.- The Authority shall disqualify a bidder if he has provided false, fabricated or materially incorrect information.

12. Request for proposal.- (1) The Authority shall formulate a precise and unambiguous request for proposal including instructions to the bidders, manner and period for submission of bids, bid validity period, bid security, terms of reference, evaluation criteria,

CamScanner

environment, social management and governance management plans and all other information for preparing responsive proposals.

(2) The Authority shall ensure that all the bidders have timely and equal access to the same information about the project as the private party of an unsolicited proposal.

13. Rejection of the bids.- The Authority may reject all bids or unsolicited proposals at any time prior to the acceptance of a bid or unsolicited proposal. In such case, all the bidders or private parties shall immediately be informed about the rejection of the bids or unsolicited proposals.

14. Re-bidding.- (1) The Authority may, for reasons to be recorded in writing, re-start the bidding process from any prior stage, if it is possible without compromising the competition and shall immediately communicate the decision to all the bidders.

(2) Before re-starting the bidding process, the Authority shall assess the reasons for rejection and may, if necessary, revise the request for proposal.

15. Negotiations.- (1) The Authority may negotiate with the highest ranked bidder regarding methodology, work plan, staffing, price and other conditions of the agreement:

Provided that the negotiations shall not reduce or amend the scope of work specified in the request for proposal and result in any financial offer that exceeds the lowest evaluated financial bid received in response to the original request for proposal.

(2) In case of failure of negotiations, the Authority may invite the next ranked bidder.

16. Acceptance of the bids.- The bidder with the best evaluated bid shall be selected as the successful bidder.

17. Performance guarantee.- (1) The Authority shall require the successful bidder to furnish a performance guarantee in the form of a bank guarantee.

(2) The successful bidder shall, in addition to performance guarantee, furnish satisfactory evidence of financial close within the period specified in the request for proposal.

(3) In case the successful bidder fails to comply with the requirement of sub-rule (2), the award shall be cancelled and the bid security and performance guarantee shall stand forfeited.

18. Agreement.- The Authority may enter into the agreement with the successful bidder which shall include:

(a) delivery of the project;

(b) mechanism for contribution by the Authority;

(c) environment, social management and governance management plans along with institutional

CamScanner

responsibilities for implementation during pre-construction, construction and operations and maintenance phases with associated costs;

(d) off-take mechanism;

(e) consequences of delays;

(f) insurance;

(g) handover of the project;

(h) role of the Authority and partner;

(i) risks of the Authority and partner;

(j) termination;

(k) dispute resolution mechanism;

(l) establishment of an escrow account to be jointly operated for collection of amounts from allottees or buyers out of which up to seventy percent shall be used for project related expenses including verified construction costs, statutory dues, agreed disbursements, operation, permitted uses and monitoring mechanisms of the escrow account; and

(m) any other arrangements, if required.

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

SECRETARY
GOVERNMENT OF THE PUNJAB
HOUSING, URBAN DEVELOPMENT AND
PUBLIC HEALTH ENGINEERING DEPARTMENT"

(MUHAMMAD ASIF BALAL LODHI)
SECRETARY
Government of the Punjab
Law and Parliamentary Affairs Department

CamScanner