

**ORDER SHEET**  
**HIGH COURT OF SINDH, KARACHI**

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C.P. No.D-1851 of 2018

<b>Date</b>	<b>Order with signature of Judge</b>
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**Present**

**Mr. Justice Muhammad Ali Mazhar.**  
**Mr. Justice Adnan Iqbal Chaudhry.**

M/s. WSKB & Company .....Petitioner

Versus

Province of Sindh & others.....Respondents

**Date of hearing 10.08.2018**

Mr. Raja Jawad Ali Sehar advocate for the petitioner.

Mr. Ghulam Shabbir Shah, Addl. A.G.

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**Muhammad Ali Mazhar, J:** The learned counsel for the petitioner referred to a letter dated 23.10.2017 available at page No. 33 of the court's file which shows the approval of petitioner's bid being lowest. For the ease of reference, the letter is reproduced as under:-

**No. SERP-II/SID-  
TOP/PMIU/2017/NIT/LOA/181  
PROJECT MANAGEMENT &  
IMPLEMENTATION UNIT  
SCHOOLS EDUCATION DEPARTMENT  
GOVERNMENT OF SINDH  
Dated: 23.10.2017**

**To,  
M/s WSKB & Co.  
Suit No.B-1, 1<sup>st</sup> Floor,  
Court View Appatment, Court Road,  
Karachi.**

**SUBJECT: LETTER OF ACCEPTANCE**

**This is to notify that your bid dated 11-08-2017 for Repair, Renovation & Reconstruction of Schools for Package 2 District Larkana, Taluka Rato Dero has been found lowest as an amount of Rs. 43,687,034/= (Rs. Forty Six Million Six Hundred Eighty Seven Thousand and Thirty Four only) in accordance with the instructions to bidders and hereby**

**accepted by the PMIU SERP-II/SID, School Education Department, GoS**

**You are advised to furnish the Performance Security 5% in accordance with the Condition of Contract (enclosed) and sign the Contract Agreement within 14 days of receipt of this letter.**

**You are further advised to submit written acceptance to the undersigned within 03 working days of the receipt of this letter.**

**Sd: 23.10.2017  
Project director  
PIMIU SERP-II/SID  
SCHOOLS EDUCATION DEPARTMENT  
GOVERNMENT OF SINDH**

2. He argued that in compliance of the letter of acceptance, the petitioner had also furnished the performance security and attached copies of pay orders from page No. 97 to 99 and a Form of contract agreement at page No. 103 of the court's file. He further argued that despite fulfilling all requisite formalities, the respondent No.5 (Project Director) is not issuing the work order and the matter is lingering on without any progress and justification.

3. We have also noted that the matter was adjourned on may dates but the respondents failed to file any comments. Apparently, there is no justification to delay the work order after complying with all requisite formalities which is demonstrated through the letter of acceptance.

4. Learned Addl. A.G. is also of the view that once all formalities have been completed in accordance with law then there was no justification to withhold the work order, however, he suggested that Project Director may be directed to consider the issue and if everything is found in order the work order may be issued in accordance with law. Learned

counsel for the petitioner at this juncture submits that if for some reasons the tender has been scrapped which situation never communicated to the petitioner then at least the petitioner is entitled to claim the refund of performance guarantee deposited in terms of letter of acceptance.

5. In view of the above, this petition is disposed of with the directions to the respondent No.5 to consider the request of the petitioner and if the tender is still subsisting and all requisite formalities have been complied with then the work order may be issued in accordance with law within fifteen days time.

JUDGE

JUDGE

Aadil Arab