

अंडमान तथा निकोबार प्रशासन  
मुख्य अभियन्ता का कार्यालय  
अंडमान लोक निर्माण विभाग  
निर्माण भवन पोर्ट ब्लेयर



ANDAMAN AND NICOBAR ADMINISTRATION  
OFFICE OF THE CHIEF ENGINEER  
ANDAMAN PUBLIC WORKS DEPARTMENT  
NIRMAN BHAWAN PORT BLAIR.

Dated 29 May, 2023

**OFFICE ORDER No. 24173**

**Whereas,** M/s. O.P. Kandoi & Company (P) Ltd is enlisted as Class I Govt. Contractor (Civil) vide Order No.113 dated 07.02.2017.

**Whereas,** M/s. O.P. Kandoi & Company (P) Ltd, Govt Contractor was awarded the work of "Providing and fixing of retro reflective Road Signage Boards" vide agreement No. 35 of 2005-06 as per IRC-67-2001 at various locations in South Andaman.

**Whereas,** a complaint was received from EO to CE, CE's Office along with its enclosures of AS (vig) noting extract of Secretary to LG dated 09.08.2021 regarding action proposed by the Anti Corruption unit against Agreement No.35 of 2005-06 and a copy of Inquiry report received from Dy. SP, Anti Corruption Unit vide L.No. SP/AC/HLG HD-7114/2018/688 dated 12.06.2021 conducted on a complaint vide HLG Helpdesk Grievance No.7114 dated 05.11.2018 regarding appropriate action to be taken on the contractor as per Enlistment Rule of Contractor in APWD.

**Whereas,** in the complaint report it was mentioned that in description of items of agreement No.35 of 2005-06 is to provide retro reflective signage board with messages (bilingual) and as per IRC 67-2001. But during inspection of materials it is found that the messages written in the signage boards are in unilingual i.e English only with blue background. It has been fulfilled in the enquiry report that the govt. contractor related to the work didn't perform their duties as per the provisions contained in CPWD Manual, GFR and as per the terms of agreement No.35 of 2005-06. It was also stated that the contractor has obtained undue pecuniary advantages by providing materials (Road Signage Boards) against the prescribed specification of agreement No.35 of 2005-06 of SAD, APWD of the standard of IRC 67-2001.

**Whereas,** on query, the EE, SAD replied that apart from both the agreement, SAD separately incurred sum of Rs.9,74,000/- for erecting 15 Nos. Signage Board including writing messages in the bilingual out of the total boards supplied by the contractor which shows that the signage boards supplied by the contractor vide agreement No.35 was against the agreement or standard of IRC 67-2001.

**Whereas,** it has been concluded in the Anti Corruption report that the contractor didn't provide the retro reflective road signage boards as per the agreement or standard of IRC 67-2001 and proposed to take action on the contractor as per enlistment rule of contractors in APWD-2017.

**Whereas,** in terms of Rule 23 of Enlistment Rule of Contractors in APWD, 2017 the contractor shall have to abide by all the rules of enlistment and also by the terms and conditions of the contract and NITs. He shall have to execute the works as per the contract on time and with good quality. The Enlisting Authority shall have the right to demote a contractor to lower class, suspend business with indefinitely or for a period as decided by Enlisting Authority after issue of show cause notice.

**Whereas**, in view of above a show cause notice has been issued to the firm in accordance to Rule 23 of ER, 2017 vide TO letter No. 3718 dt 10.09.2021. In response the agency has furnished his reply, wherein, it was stated that the said notice has been issued without any jurisdiction since the signatory of the notice has no authority to debar the agency.

**Whereas**, the firm has also furnished that the said work was inclusive of supplying and fixing signage boards which was executed by the agency about 15 years back under the strict supervision of the concerned officials of the department. The firm had supplied the material but the bill was finalized by the department without fixing, but after deducting the amount of fixing. Since the department were not in a position to handover the site for fixing of signage boards, despite that the firm waited for 4 to 5 years, further the security deposit had also been released long back.

**Whereas**, the requirement of show cause notice under the Principles of Natural Justice is not merely a formality but the same is always subject to test the reasonability with circumspection. Your allegations are absolutely arbitrary and smacks of unreasonableness and the interregnum created using indifferent and cavalier attitude has put our business in immense jeopardy, which was forwarded to EE, SAD vide L.No.4139 dated 23.09.2021 and subsequent letters of even No.4523 dated 05.10.2021, 4908 dated 19.10.2021, 5136 dated 28.10.2021, 5395 dated 08.11.2021, 5606 dated 16.11.2021, 5944 dated 26.11.2021 & 6277 dated 08.12.2021 were issued to furnish detailed report of the instant case.

**Whereas**, the EE, SAD vide L. No.A-71/SAD/APWD/2021-22/1983 dated 13.12.2021 has furnished the reply and mentioned that only monolingual signage was supplied by the agency which is in contradiction of the matter. The reply/comments was forwarded to SE, PBCC for his comment, the SE, PBCC is satisfied with the reply furnished by EE, SAD.

**Whereas**, again this office has issued letter to EE, SAD vide L.No.7122 dated 06.01.2022 with the request to mention specifically the actions to be taken as per contract clauses and specifications given in the agreement, in response reply received from EE, SAD wherein the details of the work has been furnished and requested to obtain opinion from the legal section of the Administration for imposing legal action against the contractor.

**Whereas**, the CE, APWD comments that the agency has to supply bilingual signage boards as per agreement conditions, whereas, the agency has supplied monolingual boards which are confirmed from the report of Anti-Corruption unit as well as EE, SAD. Hence violated the conditions for which disciplinary action may be initiated against the agency as per provisions of Enlistment Rules of Contractor in APWD-2017 vide Rule 23.4 for immediate suspension of business for two years.

**Whereas**, the concerned file was sent to Secretary (Law) through Secretary (PWD) for their considered views in the instant case. The law department agrees with the enquiry report submitted by the ACU and concurred the proposal to initiate action against the contractor as per enlistment rule. Further it was also stated that the entire matter was submitted before the Hon'ble Lt. Governor, A&N Islands to which it has been instructed to take necessary action against the Govt. Contractor concerned under Enlistment Rule as per report of the ACU.

**Whereas,** as per Rule 23.4 of Enlistment Rules of Contractors in APWD, 2018 the Enlistment Board shall be entitled to suspend business with the contractor for a period of two years in the event that latter fails to execute the work already awarded to him in accordance with existing contract agreement due to default of the contractor.


**Now,** after examining the merit of the case, the recommendation of the Enlistment Board for Class-I contractors in APWD, and in accordance to Rule 23.4 of Enlistment (Amendment) Rules of Contractors in APWD-2018, the Enlistment Authority is pleased to suspend the business with the contractor for a period of two years from the date of issue of this order. However, this order of suspension shall not affect the ongoing works of the contractor which the contractor is mandatorily required to complete, as per the condition stipulated in the contract agreement.

**Finance Officer to Chief Engineer**  
APWD, Port Blair  
(F. No.C-14/2/2022-Section FO to CE-APWD-APWD-AN)

**OFFICE ORDER BOOK**

**Copy forwarded for information and necessary action to:**

- 1 ✓ M/s. O.P. Kandoi & Company (P) Ltd, Opposite Junglighat School, Junglighat, Port Blair-744103. Ph.9434280994/03192-244131, 231725 by registered post.
2. The Director (RD), Panchayat & PRIs, A&N Administration, P/Blair for information.
3. All the Superintending Engineers under APWD, Port Blair
4. The Superintending Engineer, Electricity Department, Port Blair
5. The Superintending Engineer, Zilla Parishad, Port Blair
6. The Superintending Engineer, N&M Andaman, Mayabunder
7. The Superintending Engineer, PBMC, Port Blair
8. The Chief Engineer, MES, Port Blair
9. The Chief Engineer and Administrator, ALHW, Port Blair
- 10 The Executive Director, NHIDCL, A&N Islands
- 11 The Assistant Commissioner of Income Tax, A&N Islands, Port Blair
- 12 The Asst. P.F. Commissioner/OIC, Sub-Regional Office, Labour Commissioner building, Supply Line, Port Blair
- 13 All the Executive Engineers under APWD.
- 14 The Assistant Engineer, ISSD, APWD, Kolkata
- 15 The Deputy Secretary (PW), A&N Administration, Port Blair
- 16 ✓ The Executive Engineer, E&M (Plg), O/o CE, APWD, with the request to upload the order in APWD website.
- 17 The Labour Commissioner, A&N Administration, Port Blair
- 18 The Assistant Commissioner, EPF, A&N Administration, Port Blair
- 19 F. No. 63(10)/2015-16/CE/APWD/FIN/

  
**Finance Officer to Chief Engineer**  
APWD, Port Blair

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29/5/23