

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL**  
**EASTERN ZONE BENCH, KOLKATA**  
**ORIGINAL APPLICATION NO. 167/2023**

**IN THE MATTER OF –**

SRIKANT KUMAR PAKAL AND OTHERS

... APPLICANTS

*VERSUS*

STATE OF ODISHA AND OTHERS

... RESPONDENTS

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SAMBALPUR

BY THE RESPONDENT NO. 13 THROUGH

*Bisua Charan Mohanty -*

ADVOCATE

DATE-9.7.2024



**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL**  
**EASTERN ZONE BENCH, KOLKATA**

**ORIGINAL APPLICATION NO. 167/2023**

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**SRIKANT KUMAR PAKAL AND OTHERS**

... APPLICANTS

*VERSUS*

**STATE OF ODISHA AND OTHERS**

... RESPONDENTS

**COUNTER AFFIDAVIT FILED ON BEHALF OF THE**  
**RESPONDENT NO.13**

I, Bipin Agrawal, aged about-62 years, S/o- Late Hariram Agrawal, Resident of At- Plot No. 1104/2707, Bangalipra, Badabazar, Sambalpur-768006 being the Proprietor of Shanti Construction Pvt Ltd, do solemnly affirm and state as follows-

1. That the present application as filed by the Applicant is not maintainable either in the eyes of law as well as in fact.
2. That the Original Application preferred by the Applicant challenging the illegal lifting of morrum and ordinary earth from village Mania, Uchhapada under Tahasil Tangi-Choudwar, District- Cuttack without having Environment Clearance and also it is further alleged by the applicant that, there has been illegal mining and cutting down of trees from the revenue forest land but action has been

*Prady*

**PRADIPTA KUMAR MOHANTY**  
**Notary, Cuttack Town**  
**Regd.No-ON-04/1995**

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Managing Director



taken by the state administration. Such complain is absolutely false, baseless and has got nothing to do with the work order received by the present answering respondent.

3. That at the outset it is submitted that, the work order which has been awarded by the East Coast Railway to the present answering respondent vide Letter of Acceptance dated 01.06.2022 does not include any such work which requires morrum or requires cutting down of trees in any manner whatsoever.
4. That the agreement after the Letter of Acceptance The East Coast Railway (Respondent No.8) entered into an agreement with the present answering respondent vide agreement dated 25.10.2022. As per the work order and agreement are concerned, the only work which requires or which involves earth work in cutting and filling is mentioned is at Item No.1 mentioned in the schedule of the agreement. The schedule A which talks about execution of earth work in cutting and filling which can be verified from the agreement itself, does not involve any requirement of morrum in any manner whatsoever. A copy of the agreement dated 25.10.2022 along with the Letter of Acceptance dated 01.06.2022 are annexed herewith as ANNEXURE-A/13SERIES.
5. That in reply to Para 3,4 and 5 it is submitted that, the allegation that, the illegal morum mining is absolutely false it is because, in the entire work order there is no scope of work or involvement of morum in any manner

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whatsoever. So far as the revenue forest land is concerned, the issuance of the work order there has been no environment clearance received. Therefore, the answering respondent never started working in the concerned area. Hence, all the allegations are premature and absolutely false. The question of revenue forest doesn't arise, it is because the work assigned to the answering respondent is no way connected nor adjacent to the reserve forest. The answering respondent doesn't require to make any activity in the reserve forest and there is no reserve forest involved either in the project area nor in its vicinity in any manner whatsoever.

6. That in reply to Para 6 it is most humbly submitted that, the allegation that the present answering respondent has been working since last three years and continuously extracting soil earth from the villages namely Mania Uchapada and other villages illegally in connivance with the local officers is absolutely false it is because, although the present answering respondent has been working since few years, but no amount of earth/soil has been excavated illegally from those villages or nearby places in a manner which would be prejudicial to the direction of this Hon'ble tribunal in so far as extraction of soil and morum is concerned affecting the environment. Thus, the applicant is to be put to strict proof of the same.

So far as the allegations of mining plan and minor minerals are concerned it is humbly submitted that, considering the

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nature of the work and work order issued by the Respondent No. 8 in favour of the present answering respondent, in view of the notification dated 28/03/2020 bearing no. S.O.1224 the requirement of environment clearance certificate in so far as the present work order. the work assigned to answering respondent is coming within the scope of work the appendix -IX sl no. 6 of the said notification i.e. "Extraction or sourcing or borrowing of ordinary earth for the linear projects such as roads, pipelines, etc." Therefore, the above work is exempted from environment clearance. A copy of the notification is annexed herewith as ANNEXURE-B/13, along with notification dated 07/01/21 and 03/02/21.

7. That in reply to the Para 8 it is humbly submitted that, the allegation of mining on forest land without having prior approval under Forest Conservation Act 1980 is completely false because, as per the work order there is no question of work on the forest land in any manner whatsoever. Therefore, there is no need to obtain prior approval from the concerned department.
8. That in reply to Para 9 it is submitted that, all the allegations made by the applicant are not only false but also frivolous and the applicant may provide strict proof of the same. So far as the further allegations it is also submitted that, the present answering defendant has followed all the norms of the agreement which were prescribed/specified by the authority.

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9. That in reply to Para 10 it is submitted that, the allegation of cutting laterite stone, lifting morum from the forest land and lifting sand out of identified area illegally are false it is because, the present answering defendant never ever done any work illegally in any manner whatsoever.
10. That in reply to Para 11 it is submitted that, the allegation of illegal lifting of morum in numbers of thousand truckloads is completely false as because there is no need of lifting of morum so far as the work order is concerned. Hence, the allegation of lifting of huge amounts of morum is baseless.
11. That in para 13, 14 and 15 it's humbly submitted that in receipt of the Tehsildar with regard to royalty is in connection to the work of the respondent 13 during the year 2020 at this juncture the said work is not being carried out by respondent no 13 and the present work is a fresh work as per the agreement dated 25<sup>th</sup> October 2022 therefore such receipt has got no relevance in so far as the present case and answering respondent is concerned. Further the allegation that the Morram that the mineral cannot be lifted from Khata no. 532, 529, 530 is concerned it is humbly submitted that the answering respondent has never lifted any material from above mentioned khata number. The private persons have requested the present answering respondent to extract earth from their land as the level of their land were high and, in that regard, both have executed an agreement to that effect.

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12. That in reply to para 16 it is humbly submitted that the allegations made against the answering respondent is false and the specific plots and areas allegedly from where from where the morrum and sands are being lifted are not within the working area of the answering respondent therefore the allegations are false.
13. That in reply to Para 17 it is important to mention here that, the allegation of lifting of soils/morrum and cutting down of trees are false it is because, those photographs which have been annexed by the applicant are not the photographs of the area allotted to the present answering respondent.
14. That in reply to para 18, 19, 20 & 21 is concerned that the allegations are no way concerned that the allegations are no way concerned or related to the answering respondent in any manner in whatsoever. The answering respondent has not yet started working in the area after the letter of acceptance was allotted to him. As mentioned above the photographs are from of some other place than that of the areas allotted to answering respondent , the averments with regards to robust monetary mechanism revenue and police administration to seize the machines and vehicles and to initiate criminal proceeding is concerned , the answering respondent has got nothing to say and in fact if any such illegality are any of the person action may be taken but to clarify the position the answering respondent has never been engaged in any kind of illegal activities in any manner whatsoever.

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15. That in reply to Para 22 it is submitted that, the allegation of habitual offender of illegal extraction of minor minerals is false it is because the present answering respondent never ever given a chance of being heard before the competent authority who has imposed royalty and penalty in any manner whatsoever.
16. That in reply to Para 23, 24 & 25 it is submitted that, the applicant is claiming action against the erring persons within 72 hours, but the applicant has miserably failed to make out a specific case against the opposite parties in any manner. The applicant has also failed to show what is the cause of action for filing the present original application and what is the damage caused to the environment /applicant has not been awarded in any manner, hence the original application is liable to be dismissed
17. That in reply to Para 26 it is submitted that, the allegation of violation of Apex court judgement is false, as there is no violation has been made by the present answering respondent in any manner whatsoever. Rather, the present answering respondent has always acted as per the work order issued to him by the competent authority.
18. That in so far as the averments made in the original application in para 27, 28, 29, 30 is concerned the answering respondent has utmost respect towards the legal provisions of law, hence the answering respondent has abided to all the provisions of law and acquired necessary clearance and thereafter started the present business. The answering respondent is very much conscious and sincere

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 Regd.No-ON-04/1995

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about protection of law and following them in order to protect the environmental interest.

19. That in reply to Para 32 and 35 it is submitted that, the averments made therein are not applicable to the present case in hand.

20. That it is to inform that the work order as has been issued in favour of the railways in favour of respondent no. 13 has been withdrawn and the respondent no. 13 is no more working or no more required to work in that said area so the above present original application has already been infructuous as against the answering respondent, i.e. Respondent No. 13.

21. That in view of the above submissions and legal points stated above, the Original Application is liable to be dismissed.

22. That the averments made in the Original Application which are not specifically denied are hereby denied.

23. That the Respondent No. 13 reserves the right to amend the counter affidavit, to file additional affidavit and documents as and when necessary.

24. That the facts stated above are true to the best of my knowledge and based on records.



Identified by

Biswajit Chandra Mohanty  
Advocate

Cuttack  
Dt: 09/07/24

SHANTI CONSTRUCTION SANBALPUR PVT.LTD.

[Signature]  
Managing Director  
Deponent: (Bipin Agrawal)

Solemnly sworn before me by..... Bipin Agrawal  
being Identified by..... B.C. Mohanty Advocate  
at Cuttack Town Dated..... 09/07/2024

P.K. MOHANTY, Notary, Cuttack Town  
Regd. No-ON-04/1995

ANNEXURE - A/18

-X-

A/3

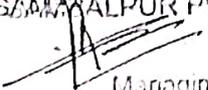
**EAST COAST RAILWAY  
CONSTRUCTION ORGANISATION  
CONTRACT AGREEMENT OF WORKS**

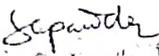
1.	Contract Agreement No.	09/CE/Con/III/BBS/ECOR/2022 Dtd.25.10.2022
2.	Approximate value of contract (in figures & words)	Rs.49,48,13,454.06 (Rupees Forty Nine Crore Forty Eight Lakh Thirteen Thousand Four Hundred Fifty Four And Paise Six Only)
3.	Total Security Deposit (in figures & words)	Rs. 2,47,40,700/- ( Rupees Two Crore Forty Seven Lakh Forty Thousand and Seven Hundred only)
4.	Initial SD deposited by the Contractor (details of the deposit with amount in figures and words)	32,85,700/- (Rupees Thirty Two lakh Eighty Five Thousand and Seven Hundred only) deposited as Earnest Money bide IREPS reference ID NE616414782555/CKT0869691 dtd.12.03.2022 .
5.	Balance SD to be recovered from the contractor (in figures and words)	2,14,55,000/- ( Rupees Two Crore Fourteen lakh FiftyFive Thousand only) will be recovered at the rate of 6% from running on account bills of the contract till it reaches 5% of Contract Value.
6.	Performance guarantee & Penalty amount, if any deposited.	Rs. 1,48,44,403.62 ( Rupees One Crore Forty Eight Lakh Forty Four Thousand Four Hundred Three And Sixty Two Paise only) (3% of contract value) The Contractor has submitted Performance Guarantee in shape of BG bearing No. 37870100000006 dated 14.06.2022 for Rs.1,48,44,500/- valid upto 08.09.2023 and claim expiry upto 08.09.2024 issued by Axis Bank, Khetrampur, Sambalpur, Odisha
7.	Date of completion of work	31.05.2023 i.e. 12 (Twelve) months from the date of issue of the acceptance letter (Acceptance letter issued vide No. ECOR-CONST-IIQ-ENGG / ETCPMIIBBS2022020/ 01538960055334 dtd; 01.06.2022
8.	Name of work	Bhadrak-Nergundi 3 <sup>rd</sup> line project- Execution of balance Earthwork and minor bridges in flyover portion between Byree-Kapilas Road ( Ch-1500 to Ch-6200 from CSB of Byree) of Bhadrak-Nergundi 3 <sup>rd</sup> Line of East Coast Railway".
9.	Estimate No, Allocation with Plan Head of expenditure.	No. CAO/CON/BBS/EST/002800 Allocation: Cap - 1500

ARTICLES OF AGREEMENT made this 25<sup>th</sup> day of Oct 2022 between President of India acting through the **Chief Engineer/Con/III/Bhubaneswar** of East Coast Railway Administration hereafter called the "Railway" of the one part and M/s **Shanti Construction Sambalpur Private Limited, Badabazar, Bangalipada, Sambalpur-768003** herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the above works set forth in the Schedule hereto annexed upon the Standard General Conditions of Contract-2022 corrected with correction slips upto the date of closing of tender, USSOR-2019 corrected with correction slips upto the date of closing of tender and the Special Conditions and Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways the Contractors will duly perform the said works in the said schedule set forth

SHANTI CONSTRUCTION  
SAMBALPUR PVT. LTD.  
  
Managing Director

  
मुख्य अभियंता (निर्माण-III)  
Chief Engineer/Con-III  
भुवनेश्वर

- X -

and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the **31<sup>st</sup> May of 2023** and will maintain the said works for a period as mentioned in the tender document from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Encl: Tender document,  
Acceptance Letter No.  
ECOR-CONST-HQ-ENGG /  
ETCPMIIIBBS2022020 / 01538960055334 dtd; 01.06.2022

  
For M/s Shanti Construction  
Sambalpur Private Limited,  
Address:  
Badabazar, Bangalipada,  
Sambalpur-768003

Date \_\_\_\_\_

*B. Tirupati Rao*  
*Jr. Col. / work / BBS*  
*25/10/22*  
Signature of Witnesses (1) (to Signature of Contractor)  
with address

**Chief Engineer/Con/III,  
E.Co. Railway/Bhubaneswar  
(For & on behalf of President of India)**

*मुख्य अभियंता (निर्माण-III)*  
*Chief Engineer/Con-III*  
*पूर्व तट रेलवे, भुवनेश्वर*  
East Coast Railway, Bhubaneswar

*Manjushree*  
*25.10.22*  
Signature of Witnesses (2) (to Signature of Contractor)  
with address  
*070 2200 / c / work*

SHANTI CONSTRUCTION  
SAMBALPUR PVT. LTD.

  
Managing Director

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ECOR

ECOR-CONST-HQ-  
ENGG2nd Floor, North  
Block, Rail Sadan,,  
Samanta Vihar,  
Chandrasekarpur  
Bhubaneswar,  
751017  
Odisha, IndiaLetter No: ECOR-CONST-HQ-ENGG /  
ETCPMIIBBS2022020 / 01538960055334Dated:  
01/06/2022M/s SHANTI CONSTRUCTION  
SAMBALPUR PRIVATE LIMITED-  
SAMBALPURBADA BAZAR ~~BADABBAB~~, BANGALIPADA,  
SAMBALPUR  
SAMBALPUR- 768003  
Odisha, India

Sub: Letter Of Acceptance

Ref: 1. Tender No. ETCPMIIBBS2022020 closing date  
14-03-2022 12:00 for Bhadrak - Nergundi 3rd line  
project- Execution of balance Earthwork and minor  
bridges in flyover portion between Byree-Kapilas  
Road (Ch-1500 to Ch-6200 from CSB of Byree) of  
Bhadrak-Nergundi 3rd Line of East Coast Railway.  
2. Your bid ID 13541331 dated 12/03/2022 19:28

The Competent Authority has accepted your offered rates in connection with the subject work. The total cost of the work at the accepted rates works out to Rs. 494813454.06 (Rupees Fourty-Nine Crore Fourty-Eight Lakh Thirteen Thousand Four Hundred And Fifty-Four Rupees And Six Paise Only)

A sum of Rs.3285700 deposited as Earnest Money vide IREPS reference ID NE616414782555 has been retained towards initial Security Money for due and faithful fulfillment of the contract, and the balance Security Money will be recovered from the progressive bills @ 6 % of the bill amount till it reaches 5% of the contract value in terms of clause 11(1) of Chapter-3 of Annexed Document.

SHANTI CONSTRUCTION  
SAMBALPUR PVT. LTD. You are requested to submit Performance Guarantee in the form as given in Clause 11 (4) of Chapter-3 of Annexed Document equivalent to 3 % of the contract value amounting to

Managing Director

Signature  
01/06/2022  
Chief Engineer (SMB-III)

Rs. 14844403.62 (Rupees One Crore Forty-Eight Lakh Forty-Four Thousand Four Hundred And Three Rupees And Sixty-Two Paise Only) within 21 days from the date of issue of Letter of Acceptance, valid up to stipulated date of completion plus 60 days so that contract agreement can be executed. Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated, railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. The failed contractor shall be debarred from participating in retendering for the work.

The entire work shall be completed within 12 month from the date of issue of Letter of Acceptance.

Contact Person: Please contact Dy. Chief Engineer (Con)/ E. Co. Rly./JKR immediately with your execution programme for further instructions to start the work on the authority of this Acceptance Letter.

Stipulation: The accepted rates of Sch. D & F should not be taken for future reference in isolation. However, the accepted rate of the same can be taken along with the rates of other schedules for future reference.

Note: Please acknowledge receipt of this Letter of Acceptance.

All Other terms and conditions, as stipulated in the tender documents shall be applicable.

**SUDHIR KUMAR PARIDA**  
CE/CON-III/BBS  
Digitally Signed  
[View Signature Details](#)

#### Awarded Quantities And Rates

Item Sno.	Item Desc	Item Code	Item Qty	Qty Unit	Unit Rate (Rs)	Escl. (%)	Advt. Value (Rs)	Bid Rate/ Unit Rate	Bid Amount (Rs)
							439524963.00	26.28	324017802.72

SHRINIVAS  
SAMBALPUR RVT LTD.

Managing Director

Sudhir Kumar Parida  
Chief Engineer (Con)-III

Schedule A-Execution of Earth work in cutting & filling (USSOR-2019) (Item Directory - Not Applicable)				% Below
1	Execution of works as detailed in Schedule A.	<a href="#">View Details</a>	At Par	439524963.00
<b>Schedule Totals</b>				<b>324017802.72</b>
Schedule B-Execution of Earth work and allied works (Non-USSOR) (Item Directory - Not Applicable)				52910000.00
				11.52 % Below
2	Execution of works as detailed in Schedule B	<a href="#">View Details</a>	At Par	52910000.00
<b>Schedule Totals</b>				<b>46814768.00</b>
Schedule C-Execution of Bridge works (USSOR-2019) (Item Directory - Not Applicable)				30372495.00
				0.00 % At Par
3	Execution of works as detailed in Schedule C	<a href="#">View Details</a>	At Par	30372495.00
<b>Schedule Totals</b>				<b>30372495.00</b>
Schedule D-Supply and using of Cement (USSOR-2019) (Item Directory - Not Applicable)				21076526.10
				0.00 % At Par
4	Execution of works as detailed in Schedule D	<a href="#">View Details</a>	At Par	21076526.10
<b>Schedule Totals</b>				<b>21076526.10</b>
Schedule E-Supply and using of Reinforcement Steel (USSOR-2019) (Item Directory - Not Applicable)				48005400.00
				0.00 % At Par
5	Execution of works as detailed in Schedule E	<a href="#">View Details</a>	At Par	48005400.00
<b>Schedule Totals</b>				<b>48005400.00</b>
Schedule F- Execution of USSOR-2019 items (Item Directory - Not Applicable)				29805761.31
				36.00 % Below
6	Execution of works as detailed in Schedule F	<a href="#">View Details</a>	At Par	29805761.31
<b>Schedule Totals</b>				<b>19075687.24</b>
Schedule G-Watch and ward (Item Directory - Not Applicable)				450775.00
				0.00 % At Par
7	Execution of works as detailed in Schedule G	<a href="#">View Details</a>	At Par	450775.00
<b>Schedule Totals</b>				<b>450775.00</b>
SHANTI CONSTRUCTION SAMBAKUR PVT. LTD.				5000000.00
				0.00 % At Par
<b>Schedule Totals</b>				<b>5000000.00</b>

Managing Director

Chief Executive Officer  
31.10.2021

Schedule H-Unforeseen item USSOR-2019 (Item Directory - Not Applicable)				% At Par
8	Execution of unforeseen items works which is not included in above Sch.A to G but included in USSOR-2019 except banned items in them.	Lump Sum	At Par	5000000.00
<b>Schedule Totals</b>				<b>5000000.00</b>
<b>Total Value</b>				<b>627145920.41</b>
<b>Rebate on Total Value (%)</b>				<b>0.00</b>
<b>Net Bid Value</b>				<b>494813454.06</b>

## Item Breakup

Schedule	A-Execution of Earth work in cutting & filling (USSOR-2019)					
Item - 1	Execution of works as detailed in Schedule A.					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Earthwork in cutting (classified) in formation, trolley refuges, side drains, level crossing approaches, platforms, catch water drains, diversion of nallah & finishing to required dimension and slopes to obtain a neat appearance to standard profile inclusive of all labour, machine & materials and removing & leading all cut spoils either to make spoil dumps beyond 10m from cutting edge or for filling in embankment with leads within 2 km on either side of cutting edge, lifts, ascent, descent, loading, unloading, all taxes / royalty, clearance of site and all incidental charges, bailing & pumping out water, if required, etc. complete as per directions of the Engineer-in-Charge. The work is to be executed as per latest / updated edition of "Guidelines for Earthwork in Railway Projects" issued by RDSO, Lucknow. Cut trees shall be property of Railways and to be deposited in the railway godown unless specified otherwise in the Special Conditions of Contract. (Note - (i) All usable	cum	4000	136.18	544720.00

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Managing Director

*[Signature]*  
Chief Engineer/Co-III

East Coast Railway, Bhubaneswar

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		earth arising from cut spoils shall be led into bank formation and Unusable spoils shall be dumped / stacked (ii) All hard rock and boulders not fit for filling will be stacked by the contractor and will be property of the Railways.}In all conditions and classifications of soil except rock. USSOR 2019 Item No:011010/011011				
2	2	Extra for leading of Cut spoil every one km beyond original lead of 2 km over Item no. 011010 USSOR-2019 Item No:011016	cum	4000	5.59	22360.00
3	3	Earthwork in filling In embankment, gulde bunds, around buried type abutments, bridge gaps, trolley refuges, rain bunds, if provided, platforms etc. with earth, suitable for embankment as per RDSO latest Specifications and guidellnes GE: G-14 of Soil Quality Class SQ1, excavated from outside railway boundary entirely arranged by the contractor at his own cost Including all leads, lifts, ascents, descents, crossing of nallahs or any other obstructions. The Item shall include demarcation and setting out of profile, site clearance, removing of shrubs, roots of vegetations growth, heavy grass, benching of existing slope of old bank, all handling/re-handling, spreading in layers with motor grader, bringing the moisture content to OMC, mechanical compaction to specified density and dressing of bank to final profile as a complete job. The payment shall be made as per finished profile and the rate shall include all costs including taxes, octroi, royalty etc. except for mechanical compaction which shall be paid extra under relevant item. Cut trees shall be property of railways and to be deposited in the railway godown unless specified otherwise in the Special Conditions of Contract. USSOR-2019 Item no:012010	cum	20000	367.00	7340000.00
4	4	Earthwork in filling in embankment, gulde bunds, around buried type abutments, bridge gaps, trolley refuges, rain bunds,if provided, platforms etc. with earth, suitable for embankment as per RDSO latest Specifications and	cum	800000	443.23	354584000.00

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SAMBALPUR PRIVATE LTD

Managing Director

*Signature*  
25.11.2022  
मुख्य अभियंता (विभाग-III)  
Chief Engineer/Constn  
पूर्व वरिष्ठ प्रबंधक

East Coast Railway, Bhubaneswar  
01-116-1116

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		guidelines GE: G-14 of Soil Quality Class SQ2, excavated from outside railway boundary entirely arranged by the contractor at his own cost including all leads, lifts, ascents, descents, crossing of nallahs or any other obstructions. The item shall include demarcation and setting out of profile, site clearance, removing of shrubs, roots of vegetations growth, heavy grass, benching of existing slope of old bank, all handling/re-handling, spreading inlayers with motor grader, bringing the moisture content to OMC, mechanical compaction to specified density and dressing of bank to final profile as a complete job. The payment shall be made as per finished profile and the rate shall include all costs including taxes, octrol, royalty etc.except for mechanical compaction which shall be paid extra under relevant item. Cut trees shall be property of railways and to be deposited in the railway godown unless specified other wise in the Special Conditions of Contract. Note: Payment under this item shall be made only upto the thickness as approved by Engineer-In-Charge. Any additional thickness executed shall e paid under the item of Earthwork in filling in embankment for Soil Quality Class SQ1. USSOR 2019 Item No:012020				
5	5	Earthwork in filling in embankment, guide bunds, around buried type abutments, bridge gaps, trolley refuges, rain bunds, if provided, platforms etc. with earth, suitable for embankment as per RDSO latest Specifications and guidelines GE: G-14 of Soil Quality Class SQ3, excavated from outside railway boundary entirely arranged by the contractor at his own cost including all leads, lifts, ascents, descents, crossing of nallahs or any other obstructions. The item shall include demarcation and setting out of profile, site clearance, removing of shrubs, roots of vegetations growth, heavy grass, benching of existing slope of old bank, all handling/re-handling, spreading inlayers with motor grader, bringing the moisture content to OMC, mechanical compaction to specified density and dressing of bank to final profile as a complete job. The payment shall be made as per finished profile and the rate shall include all costs including taxes, octrol, royalty etc.except for mechanical compaction which shall be paid extra under relevant item. Cut trees shall be property of railways and to be deposited in the railway godown unless specified other wise in the Special Conditions of Contract. Note: Payment under this item shall be made only upto the thickness as approved by Engineer-In-Charge. Any additional thickness executed shall e paid under the item of Earthwork in filling in embankment for Soil Quality Class SQ1. USSOR 2019 Item No:012020	cum	15500	474.20	7350100.00

SHANTI CONSTRUCTION  
SAMBALPUR DIST. LTL  
Managing Director

<https://www.irens.gov.in/ebsn/works/tds>

*[Signature]*  
Chief Engineer/Con-III

East Coast Railway, Bhubaneswar  
01-06-2022

<https://www.ireps.gov.in/ebsn/works/tds>

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		content to OMC, mechanical compaction to specified density and dressing of bank to final profile as a complete job. The payment shall be made as per finished profile and the rate shall include all costs including taxes, octroi, royalty etc. except for mechanical compaction which shall be paid extra under relevant item. Cut trees shall be property of railways and to be deposited in the railway godown unless specified otherwise in the Special Conditions of Contract. Note: Payment under this item shall be made only upto the thickness as approved by Engineer-In-Charge. Any additional thickness executed shall be paid under the item of Earthwork in filling in embankment for Soil Quality Class SQ1 USSOR 2019 Item No:012030				
6	6	Extra for mechanical compaction of soil in embankment with contractor's rollers of suitable capacity, type and size to achieve specified density as per specification, testing as per IS codes including cost of water, T&P, consumable and all labour as a complete job. The work is to be executed as per Latest edition of "Guidelines for Earthwork in Railway Projects" issued by RDSO, Lucknow. USSOR-2019 Item No:012040	cum	847000	22.31	18896570.00
7	7	Providing of Blanketing over finished formation as per latest RDSO specifications and procedures by supplying materials of approved quality, Spreading in layers not exceeding in 30cm in thickness in loose conditions and leveling by motor grader and compacting by vibro roller of required capacity upto desired degree of compaction, finishing to correct profile with all lead and lift, complete in all respect to the satisfaction of the Engineer-In-Charge. Rate Includes all labour, material, tools, plants, machinery, testing equipment, testing charges, taxes, Royalties, Octroi etc. and all other incidental charges including compaction. Note:( i) The work shall be carried out as per RDSO Guidelines and specifications for	cum	11500	2213.86	25459390.00

SHANTI CONSTRUCTION  
SAMBALPUR PVT. LTD.

Managing Director

*Glepatra*  
25/06/2022  
Chief Engineer  
East Coast Railway

		Design of Formation for Heavy Axle Load (Report No.RDSO/ 2007/GE: 0014 of November, 2009) for mechanically produced blanketing material for Railway Formation.(ii) The Quality Control tests as prescribed vide RDSO/2007/ GE:0014 with up to date amendment shall be arranged at site by the Contractor, for which no separate payment will be made. (iii) The tenderer is requested to				
		go through specifications of blanketing material as per GE-0014 RDSO specifications. The blanketing material is expected to be manufactured in quarry/ site with pug mill type blender from stone crushed material of required quality as per specification with the grading falling in the enveloping curve. The rate includes the CBR tests, Los Angeles Abrasion test, Impact tests, Atterberg limits, Grain size analysis, MDD and all quality tests as per specifications to be carried as per the laid down frequency on blanketing material/ compacted finished blanket surface. (iv) Measurement will be made on finished profile after compaction. USSOR 2019 Item No:012050				
8	8	Providing and removing barricading with the help of portable fencing along running track where work is to be done in close vicinity of track. Fencing shall consist of self supporting steel angles of size 50mm x 50mm x 6mm, 1.5m long provided with hooks etc. and embedded in CC 1:2:4 block of size 0.23m x 0.23m x 0.23m placed at c/c distance of 2m along track. 12mm dia rods in three horizontal layers shall be tack welded with angle posts. {Note : Released material will be property of the contractor after completion of work. Cost of cement to be paid separately} With provision of one 50mm wide retro-reflective tape in horizontal direction, duly secured/tight with vertical posts USSOR 2019 Item No:013100/013101	Metre	200	245.72	49144.00
9	9	Turfing / planting, including all lead & lift and watering as required until properly rooted with. Note - Initially payment of only 40% will	100 Sqm	190000	7449.41	14153879.00

SHANTI CONSTRUCTION  
SAMEALPUR (PVT.) LTD.

Managing Director

*[Signature]*  
Chief Engineer (Civil)



		watering arrangement, fuel etc. complete. Note: Dally record of compaction in chainage from starting to ending shall be jointly signed by representatives of Engineer and Contractor.				
		Supplying, filling contractor's sand of approved quality or gravel with uniformly coefficient not less than 2 with sufficiently large size and strength and watering till saturation in layers not exceeding 600 mm depth in loose state in formation below or above natural ground level or as directed to dimension and slopes shown in cross - section sheets or as directed by the Engineer-incharge. 10 T Vibrator roller shall be used to compact up to the required relative density (minimum 70% of the relative density obtained as per IS:2720 Pt.IV-1983) for layers below the ground level or in continuation up to bottom of earth layer. For sand layer in between the earth layer (i.e. in case of sandwich construction) vibratory roller shall be used for compaction to achieve minimum 70% relative density. The number of passes for achieving 70% relative density shall be decided by field trial. Note :- (a) Payable quantity shall be derived from theoretical cross sections. A deduction of 5% shall be made towards shrinkage from the compacted theoretical cross section area. (b) No payment for compaction shall be paid for this item.	cum	120000	413.00	49560000.00
3	4					
<b>Total</b>						<b>52910000.00</b>

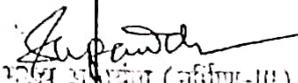
**Schedule** C-Execution of Bridge works (USSOR-2019)

**Item - 3** Execution of works as detailed in Schedule C

S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Earthwork in excavation by mechanical means (Hydraulic Excavator) /Manual Means for foundations and floors of the bridges, retaining walls etc. Including setting out, dressing of sides, ramming of bottom, getting out the excavated material, back filling in layers with approved material and consolidation of the layers by ramming and watering	cum	6100	173.46	1058106.00

SHANTI CONSTRUCTION  
SAMBALPUR PVT. LTD.

Managing Director

  
Chief Engineer/Con III

East Coast Road, Sambalpur



		size including finishing, Admixtures in approved proportions (as per IS:9103), to modify workability & other properties without impairing strength and durability, complete as per drawings and technical specifications as directed by Engineer in charge. Payment for cement, reinforcement and shuttering shall be made extra. USSOR 2019 Item No:024010				
5	5	Supplying of stone boulders weighing not less than 35 kg each at specified bridge locations. USSOR 2019 Item No:051030	cum	2700	1271.04	3431808.00
6	6	Providing and laying Pitching with Stone Boulders, weighing not less than 35kg each with voids filled with cement sand mortar 1:4 on slopes laid over prepared filter media including boulder apron laid dry in front of toe of embankment complete as per drawing and Technical Specifications (filter media to be paid separately under the relevant item). Rate is excluding cost of cement which shall be paid extra under relevant item. USSOR 2019 Item No:051070	cum	1200	3907.27	4688724.00
7	7	Supply and laying of coarse sand including consolidation with all labour, lead, lift, tools, plants, crossing of tracks as per drawing and technical specification as directed by the Engineer in charge In case loose slush is encountered at site of foundation before casting the foundation or laying the filtering media , USSOR 2019 Item No:052040	cum	1700	1541.61	2620737.00
8	8	Providing Boulder Backing behind wing wall, return wall, retaining wall with hand packed boulders & cobbles with smaller size boulders toward the back including all lead, lift, labour & other incidental charges as complete work in all respect. Payment for boulder/cobbles will be done extra. USSOR Item No:052270	cum	2700	440.53	1189431.00
9	9	Supplying and filling 50 kg size empty cement polythene bags with Rly. Ballast/moorum/earth/Sand/quarry dust etc. placing the filled bags on the high banks /bridge approaches/nominated place etc.	Each	2000	22.16	44320.00

SHANTI CONSTRUCTION  
SAMBALPUR PVT. LTD.

Managing Director

*Signature*  
Chief Engineer/Con-III



		approved drawing including applying a priming coat of a approved steel primer with all contractor's materials, labour, tools & plants, lead & lift Including crossing of tracks if required etc., complete as per specification and as directed by Engineer-In-charge. USSOR 2019 Item no:041390				
		Providing and applying two coats of coal tar or bitumen conforming to IS:3117- latest version on the top and sides of RCC box/slabs @ 1.70 kg/sqm after cleaning the surface with all labour and materials complete job as directed by the Engineer. USSOR 2019 Item No:025020	Sqm	6000	136.22	817320.00
2	2	Centering and shuttering including strutting, propping etc. and removal of form for :All types of bridge sub-structures, e.g. pier, abutment, wing wall, retaining wall, RCC box type foundations, Abutment cap, Pier Cap, Inspection Platform & Pedestal over Pier cap, Fender wall, Diaphragm wall etc. upto 5m above ground level USSOR 2019. Item no:025030/025031	Sqm	11600	612.20	7101520.00
3	3	Centering and shuttering Including strutting, propping etc. and removal of form for : All types of bridge super-structures, e.g. slabs, I-girders, T-girders, Box girders etc. upto 5m above ground level. USSOR 2019 Item No:025030/025032	Sqm	1500	794.73	1192095.00
4	4	Supply and laying of quarry dust including consolidation, supply of all materials, labour, lead, lift, tools, plants, crossing of tracks as per drawing and technical specification as directed by the Engineer In charge In case loose slush is encountered at site of foundation before casting the foundation or laying the filtering media. USSOR 2019 Item no:052030	cum	300	665.26	199578.00
5	5	Providing and laying of filter media consisting of granular materials of GW, GP, SW groups as per IS:1498 (latest) In required profile behind boulder filling of abutments, wing walls / return walls etc. above bed level with all labour and material complete job	cum	6700	2662.31	17837477.00
6	6					

SHANTI CONSTRUCTION  
SAMBALPUR PVT. LTD.

Managing Director

*[Signature]*  
मुख्य अभियंता (नर्मित-III)  
Chief Engineer/Con-III

		as per drawing and technical specification of RDSO Guidelines. USSOR 2019 Item no:052170				
7	7	Painting the HFL mark and Danger level mark, year of HFL on bridge abutments and piers with ready mixed paint as per standard in two coats over one coat of primer with all materials, labour, tools, scaffolding, all lead and lift etc. including writing complete. USSOR 2019 Item no:052220	Each	16	252.18	4034.88
8	8	Providing cast in situ bridge number plaques as per Railway drawing in cement concrete 1:2:4 mix using 20mm hard stone aggregate embedded in 30mm notch in Bridge parapet coping duly engraving the letter and figures and an arrow indicating the direction of flow and finishing the top exposed surface with cement mortar 1:3, painting letters and figures with two coats of black enamel paint on two coats of white background with all labour, tools, cement, paint etc. with all leads and lifts. USSOR 2019 Item no:052230	Each	26	762.65	19828.90
9	9	Providing cast in-situ plaques for bridge foundations details of size 45cmx45cmx5cm in cement concrete 1:2:4 mix using 20mm hard stone aggregate embedded in 30mm deep notch over abutment & piers, engraving the letters & figures with CM 1:3 and finished smooth including painting letters and figures with 2 coats of black enamel and plaque with white enamel with all labour, tools, cement, paint, curing etc. as a complete job. USSOR 2019 Item no:052240	Each	11	1069.79	11767.69
10	10	Dewatering of natural or accumulated water from any location. Payment to be done for Horse power of pump multiplied by pumping hours. USSOR 2019 Item no:052280	HP Hour	3000	50.62	151860.00
					<b>Total</b>	<b>29805761.31</b>

**Schedule** G-Watch and ward

**Item - 7** Execution of works as detailed in Schedule G

Item	Description of Item	Unit	Qty	Rate	Amount
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SHANTI CONSTRUCTION  
SAMBALPUR P.V.

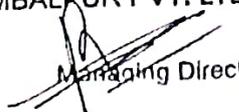
मुख्य अभियंता (संरक्षण III)  
Chief Engineer (Con III)

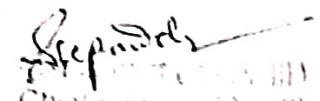
पुणे रेलवे विभाग

पुणे रेलवे विभाग

1	1	Execution of miscellaneous works like watchman duties for SSE/JE (Con)/Works/P.way/Bridge during day/night assisting the supervisor at site during survey, inspections and measurement of works etc. with contractors skilled men as directed by Engineer-In-charge.	Man-Days	365	569.00	207685.00
2	2	Execution of miscellaneous works like assisting the supervisors for SSE/JE(Con)/Works/P.Way/Bridge at site during survey, inspections and measurement of works etc. with contractors high skilled men as directed by Engineer-In-charge.	Man-Days	365	666.00	243090.00
					<b>Total</b>	<b>450775.00</b>

SHANTI CONSTRUCTION  
SAMBALPUR PVT. LTD.

  
Managing Director

  
Managing Director  
East Construction & Infrastructure

## MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE

## NOTIFICATION

New Delhi, the 28th March, 2020

S.O. 1224(E).—WHEREAS, *vide* the Mineral Laws (Amendment) Act, 2020 (2 of 2020), the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) (hereinafter referred to as MMDR Act) has been amended with effect from the 10<sup>th</sup> day of January, 2020 and, *inter alia*, new section 8B relating to the provisions for transfer of statutory clearances has been inserted;

AND WHEREAS, sub-section (2) of section 8B of the MMDR Act provides that notwithstanding anything contained in this Act or any other law for the time being in force, the successful bidder of mining leases expiring under the provisions of sub-sections (5) and (6) of section 8A and selected through auction as per the procedure provided under this Act and the rules made thereunder, shall be deemed to have acquired all valid rights, approvals, clearances, licences and the like vested with the previous lessee for a period of two years;

AND WHEREAS, sub-section (3) of section 8B of the MMDR Act provides that notwithstanding anything contained in any other law for the time being in force, it shall be lawful for the new lessee to continue mining operations on the land, in which mining operations were being carried out by the previous lessee, for a period of two years from the date of commencement of the new lease;

AND WHEREAS, in pursuance of the aforesaid amendment to the MMDR Act, the Central Government deems it necessary to align the relevant provisions of the notification of the Government of India in the erstwhile Ministry of Environment and Forests number S.O. 1533 (E), dated the 14<sup>th</sup> September, 2006 (hereinafter referred to as the EIA Notification, 2006):

AND WHEREAS, the Ministry of Environment, Forest and Climate Change is in the receipt of representations for waiver of requirement of prior environmental clearance for borrowing of ordinary earth for roads; and manual extraction of lime shells (dead shell), shrines, etc., within inter tidal zone by the traditional community;

Now, therefore, in exercise of the powers conferred by sub-section (1) and clause (v) of sub-section (2) of section 3 of the Environment (Protection) Act, 1986 (29 of 1986), read with sub-rule (4) of rule 5 of the Environment (Protection) Rules, 1986, the Central Government, after having dispensed with the requirement of notice under clause (a) of sub-rule (3) of the rule 5 of the said rules, in public interest, and in supersession of the notification number S.O. 4307(E), dated the 29<sup>th</sup> November, 2019, hereby makes the following further amendments in the EIA Notification, 2006, namely:-

In the said notification.-

(i) in paragraph 11, after sub-paragraph (2), the following sub-paragraph shall be inserted, namely:-

“(3) The successful bidder of the mining leases, expiring under the provisions of sub-sections (5) and (6) of section 8A of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) and selected through auction as per the procedure provided under that Act and the rules made thereunder, shall be deemed to have acquired valid prior environmental clearance vested with the previous lessee for a period of two years, from the date of commencement of new lease and it shall be lawful for the new lessee to continue mining operations as per the same terms and conditions of environmental clearance granted to the previous lessee on the said lease area for a period of two years from the date of commencement of new lease or till the new lessee obtains a fresh environmental clearance with the terms and conditions mentioned therein, whichever is earlier:

Provided that the successful bidder shall apply and obtain prior environmental clearance from the regulatory authority within a period of two years from the date of grant of new lease.”;

(ii) in the Schedule, against the item 1(a), in the column (5), after clause (2) of the Note, the following clause shall be inserted, namely:-

“(3) The evacuation or removal and transportation of already mined out material lying within the mining leases expiring under the provisions of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957), by the previous lessee, after the expiry of the said lease, shall not form the part of the mining capacity so permitted to the successful bidder, selected through auction as per the procedure provided under that Act and the rules made thereunder.”;

(iii) for Appendix-IX, the following Appendix shall be substituted, namely:-

## "APPENDIX-IX

## EXEMPTION OF CERTAIN CASES FROM REQUIREMENT OF ENVIRONMENTAL CLEARANCE

The following cases shall not require Prior Environmental Clearance, namely:-

1. Extraction of ordinary clay or sand by manual mining, by the Kumhars (Potter) to prepare earthen pots, lamp, toys, etc. as per their customs.
2. Extraction of ordinary clay or sand by manual mining, by earthen tile makers who prepare earthen tiles.
3. Removal of sand deposits on agricultural field after flood by farmers.
4. Customary extraction of sand and ordinary earth from sources situated in Gram Panchayat for personal use or community work in village.
5. Community works, like, de-silting of village ponds or tanks, construction of village roads, ponds or bunds undertaken in Mahatma Gandhi National Rural Employment and Guarantee Schemes, other Government sponsored schemes and community efforts.
6. Extraction or sourcing or borrowing of ordinary earth for the linear projects such as roads, pipelines, etc.
7. Dredging and de-silting of dams, reservoirs, weirs, barrages, river and canals for the purpose of their maintenance, upkeep and disaster management.
8. Traditional occupational work of sand by Vanjara and Oads in Gujarat vide notification number GU/90(16)/MCR-2189(68)/5-CHH, dated the 14th February, 1990 of the Government of Gujarat.
9. Manual extraction of lime shells (dead shell), shrines, etc., within inter tidal zone by the traditional community.
10. Digging of wells for irrigation or drinking water purpose.
11. Digging of foundation for buildings, not requiring prior environmental clearance, as the case may be.
12. Excavation of ordinary earth or clay for plugging of any breach caused in canal, nallah, drain, water body, etc., to deal with any disaster or flood like situation upon orders of the District Collector or District Magistrate or any other Competent Authority.
13. Activities declared by the State Government under legislations or rules as non-mining activity."

[F. No. Z-11013/47/2018-IA.II (M)]

GEETA MENON, Jt. Secy.

**Note:** The principal notification was published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii) vide number S.O. 1533 (E), dated the 14<sup>th</sup> September, 2006 and subsequently amended vide the following numbers:-

1. S.O. 1949 (E), dated the 13<sup>th</sup> November, 2006;
2. S.O. 1737 (E), dated the 11<sup>th</sup> October, 2007;
3. S.O. 3067 (E), dated the 1<sup>st</sup> December, 2009;
4. S.O. 695 (E), dated the 4<sup>th</sup> April, 2011;
5. S.O. 156 (E), dated the 25<sup>th</sup> January, 2012;
6. S.O. 2896 (E), dated the 13<sup>th</sup> December, 2012;
7. S.O. 674 (E), dated the 13<sup>th</sup> March, 2013;
8. S.O. 2204 (E), dated the 19<sup>th</sup> July, 2013;
9. S.O. 2555 (E), dated the 21<sup>st</sup> August, 2013;
10. S.O. 2559 (E), dated the 22<sup>nd</sup> August, 2013;
11. S.O. 2731 (E), dated the 9<sup>th</sup> September, 2013;
12. S.O. 562 (E), dated the 26<sup>th</sup> February, 2014;
13. S.O. 637 (E), dated the 28<sup>th</sup> February, 2014;

14. S.O. 1599 (E), dated the 25<sup>th</sup> June, 2014;
15. S.O. 2601 (E), dated the 7<sup>th</sup> October, 2014;
16. S.O. 2600 (E), dated the 9<sup>th</sup> October, 2014;
17. S.O. 3252 (E), dated the 22<sup>nd</sup> December, 2014;
18. S.O. 382 (E), dated the 3<sup>rd</sup> February, 2015;
19. S.O. 811 (E), dated the 23<sup>rd</sup> March, 2015;
20. S.O. 996 (E), dated the 10<sup>th</sup> April, 2015;
21. S.O. 1142 (E), dated the 17<sup>th</sup> April, 2015;
22. S.O. 1141 (E), dated the 29<sup>th</sup> April, 2015;
23. S.O. 1834 (E), dated the 6<sup>th</sup> July, 2015;
24. S.O. 2571 (E), dated the 31<sup>st</sup> August, 2015;
25. S.O. 2572 (E), dated the 14<sup>th</sup> September, 2015;
26. S.O. 141 (E), dated the 15<sup>th</sup> January, 2016;
27. S.O. 648 (E), dated the 3<sup>rd</sup> March, 2016;
28. S.O. 2269(E), dated the 1<sup>st</sup> July, 2016;
29. S.O. 2944(E), dated the 14<sup>th</sup> September, 2016;
30. S.O. 3518 (E), dated 23<sup>rd</sup> November 2016;
31. S.O. 3999 (E), dated the 9<sup>th</sup> December, 2016;
32. S.O. 4241(E), dated the 30<sup>th</sup> December, 2016;
33. S.O. 3611(E), dated the 25<sup>th</sup> July, 2018;
34. S.O. 3977 (E), dated the 14<sup>th</sup> August, 2018;
35. S.O. 5733 (E), dated the 14<sup>th</sup> November, 2018;
36. S.O. 5736 (E), dated the 15<sup>th</sup> November, 2018;
37. S.O. 5845(E), dated the 26<sup>th</sup> November, 2018;
38. S.O. 345(E), dated the 17<sup>th</sup> January, 2019;
39. S.O. 1960(E), dated the 13<sup>th</sup> June, 2019;
40. S.O. 236(E), dated the 16<sup>th</sup> January, 2020;
41. S.O. 751(E), dated the 17<sup>th</sup> February, 2020; and
42. S.O. 1223(E), dated the 27<sup>th</sup> March, 2020.



# STATE POLLUTION CONTROL BOARD, ODISHA

(Department of Forest & Environment, Govt. of Odisha)  
Paribesh Bhawan, A/118, Nilakantha Nagar, Unit-VIII  
Bhubaneswar - 751012

No. 363 /IND-II-NOC- Misc.-170 Date 07.01.2021

## RESOLUTION

### POLICY DECISION FOR APPLICABILITY OF CONSENT OF THE BOARD FOR EXTRACTION OR SOURCING OR BORROWING OF ORDINARY EARTH FOR THE LINEAR PROJECTS SUCH AS ROADS, PIPELINES ETC.

1. The Board in its 113<sup>th</sup> meeting held on 11.3.2016 decided to include all the minor mineral mines irrespective of areas under consent administration of the Board under Water (PCP) Act, 1974 and Air (PCP) Act, 1981 as per order of the Hon'ble NGT, EZB Kolkata, dated 12.2.2016. Accordingly, a resolution was brought out vide No. 5803, dated 30.3.2016
2. All the minor mineral mines irrespective of areas was brought under consent administration of the Board as per the order of the Hon'ble NGT, EZB, Kolkata dated 12.2.2016 as these were required environmental clearance as per EIA Notification, 2006 and amendment thereafter.
3. The MoEF&CC, Govt. of India has exempted environmental clearance for extraction or sourcing or borrowing of ordinary earth for the linear projects such as roads, pipelines etc. and accordingly, issued amended EIA notification vide S.O. 1224(E) dated 28.3.2020
4. The matter was discussed in 121<sup>st</sup> meeting of the Board held on 15.10.2020 and the Board decided for exemption of consent of the Board for extraction or sourcing or borrowing of ordinary earth for the linear projects such as roads, pipelines etc. in light of amended EIA notification vide S.O. 1224(E) dated 28.3.2020.

In pursuance of the decision taken in 121<sup>st</sup> Board meeting held on 15.10.2020 and in partial modification to the resolution No. 5803, dated 30.3.2016, extraction or sourcing or borrowing of ordinary earth for the linear project such as roads, pipeline etc. are exempted from Consent Administration of the Board under Water (PCP) Act, 1974 and Air (PCP) Act, 1981.

This resolution will come into force with immediate effect.

By order of the Board.

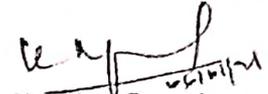
Member Secretary

P.T.O...

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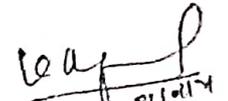
Memo No. 364 /date 07.01.2021

Copy forwarded to the Additional Chief Secretary to Govt., Forest & Environment Department, Govt. of Odisha, Bhubaneswar for kind information and necessary action.

  
Member Secretary

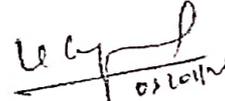
Memo No. 365 /date 07.01.2021

Copy forwarded to the Principal Secretary to Govt., Steel & Mines Department, Govt. of Odisha, Bhubaneswar for kind information and necessary action.

  
Member Secretary

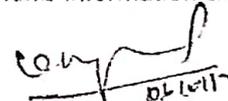
Memo No. 366 /date 07.01.2021

✓ Copy forwarded to the Principal Secretary, Revenue and Disaster Management Department, Govt. of Odisha, Bhubaneswar for kind information and necessary action.

  
Member Secretary

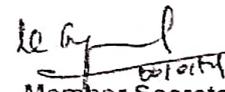
Memo No. 367 /date 07.01.2021

Copy forwarded to the Director (Env)-cum-Special Secretary to Govt., Forest & Environment Department, Govt. of Odisha, Bhubaneswar for kind information and necessary action.

  
Member Secretary

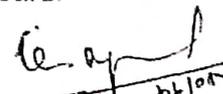
Memo No. 368 /date 07.01.2021

Copy forwarded to All Chief Env. Engineers / All Chief Env. Scientists/ All Sr. Env. Engineers / All Sr. Env. Scientists/ All Env. Engineers / All Env. Scientists / All Regional Officers / Sr. Law Officer-L-II / Addl. Administrative Officer, SPC Board, Odisha, Bhubaneswar for information and necessary action.

  
Member Secretary

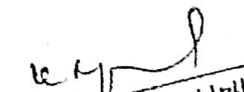
Memo No. 369 /date 07.01.2021

Copy forwarded to Env. Engineer-cum-System Administrator, IT Cell, SPC Board, Bhubaneswar for information and necessary action. She is requested to upload the Resolution in the website of the Board.

  
Member Secretary

Memo No. 370 /date 07.01.2021

Copy to concerned file for record.

  
Member Secretary

By Fax/e-mail

GOVERNMENT OF ODISHA  
REVENUE AND DISASTER MANAGEMENT DEPARTMENT

No. RDM-MMS-POLICY-0002-2020- 3776 / R&DM Dated E3 FEB 2021  
From

Sri Biranchi Narayan Dash  
Deputy Secretary to Government

To

All Collectors

Sub: Exemption from requirement of environmental clearance and Consent Administration for extraction or sourcing or borrowing of ordinary earth for the linear projects such as roads, pipelines, etc.

Madam/Sir,

In inviting a reference to the subject cited above, I am directed to say that the MoEF & CC, Government of India has exempted environmental clearance for extraction or sourcing or borrowing of ordinary earth for the linear projects such as roads, pipelines etc. and accordingly, issued amended EIA Notification vide S.O. No. 1224(E) dated 28.03.2020. (Copy Enclosed)

In pursuance to the said Notification, State Pollution Control Board, Odisha has exempted from Consent Administration of the Board under Water (PCP) Act, 1974 and Air (PCP) Act, 1981 for extraction or sourcing or borrowing of ordinary earth for the linear project such as roads, pipelines etc. vide their Resolution No. 363 dated 7.1.2021. Copy of the Resolution of the State Pollution Control Board, Odisha in this regard is enclosed herewith for information and necessary action.

It is therefore requested to take appropriate action in the matter accordingly.

Yours faithfully,

*[Signature]*  
2/2/21

Deputy Secretary to Government

Memo No. 3777 /R&amp;D.M. dated

E3 FEB 2021

Copy along with copy of the enclosures forwarded to Secretary, Board of Revenue, Odisha, Cuttack / all Revenue Divisional Commissioners for information and necessary action.

*[Signature]*  
2/2/21

Deputy Secretary to Government

Memo No. 3778 /R&amp;D.M. dated

E3 FEB 2021

Copy along with copy of the enclosures forwarded to all Sub-Collectors/ all Tahasildars for information and necessary action.

*[Signature]*  
2/2/21

Deputy Secretary to Government

Memo No. 3779 /R&amp;D.M. dated

E3 FEB 2021

Copy along with copy of the enclosures forwarded to Joint Secretary I/c of e-Governance Branch with a request to upload the same in Revenue & DM Department website.

*[Signature]*  
2/2/21

Deputy Secretary to Government