

BEFORE THE NATIONAL GREEN TRIBUNAL,

EASTER ZONE BENCH, KOLKATA

Original Application No. 170 /2025/EZ

Bhagabat Swain & Ors.

APPLICANT

Versus

State of Odisha & Ors

RESPONDENTS

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Place:

Date: 29/01/2026



Nikhil Aradhe

K-19, LGF, Jungapura Extension

Delhi - 110014

Advocate for Respondent Nos. 3 and 4



BEFORE THE NATIONAL GREEN TRIBUNAL,

EASTER ZONE BENCH, KOLKATA

Original Application No. 170 /2025/EZ

Bhagabat Swain & Ors.

APPLICANT

Versus


State of Odisha & Ors

RESPONDENTS

COUNTER AFFIDAVIT FILED ON BEHALF OF THE
RESPONDENT NOS. 3 and 4

I, Shri Anil Ku. Ray, aged about 53 years, S/o :- Late Basant Kumar Ray, at present working as the Divisional Forest Officer, Cuttack, At/Po- Madhusudanpur Sasan, PS/Dist-Jagatsinghpur, do hereby solemnly affirm and state as follows:

1. That I am the Divisional Forest Officer, Cuttack Forest Division (i.e. Respondent No. 4), in the captioned Original Application and have gone through the contents and purport thereof and has filed this Counter Affidavit, for the proper and effective adjudication of this


JYOTI RANJAN PATTANAIAK
NOTARY, CUTTACK TOWN
Regd. No-19 of 2012


Divisional Forest Officer
Cuttack Forest Division

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case. That the present counter affidavit is also being filed on behalf of Respondent No. 3 in the above-captioned Original Application. The deponent is well conversant with the facts and records of the case, and the statements made herein are based on official records, field inspections and reports prepared in the discharge of statutory duties under the applicable environmental and forest laws.

2. That I say that, the brief facts of the case are that the present Original Application has been filed alleging illegal felling and damage to trees during execution of Soil and Moisture Conservation (SMC) works in Pachhikote Demarcated Protected Forest (DPF) falling under Jajpur Road Range of Cuttack Forest Division. The said SMC works were sanctioned under the OMBADC Scheme for the year 2023-24 pursuant to an approved DPR and were awarded to a private contractor with a stipulated execution period from 09.12.2024 to 08.03.2025. However, the contractor failed to complete the work within the stipulated time and, without obtaining any extension or authorization, resumed execution during the monsoon months of June-July 2025, which is not permissible for such forestry operations. Upon receipt of complaints from local villagers on 24.07.2025 regarding damage caused to standing trees due to unauthorized mechanized operations, the field staff and Range Officer immediately stopped the work, issued

Arul Kumar Reddy
 Divisional Forest Officer
 Cuttack Forest Division

Jyoti Ranjan Pattanaik
 JYOTI RANJAN PATTANAIA
 NOTARY, CUTTACK TOWN
 Regd. No-19 of 2012



show cause notice to the contractor and assessed the damage. It was found that 66 trees had been damaged during the unauthorized execution, for which penalty amounting to Rs. 42,375/- was imposed and duly recovered from the contractor. Subsequently, taking serious note of the violations, the Divisional Forest Officer/ Respondent No. 4 cancelled the contract and withheld all pending payments.

3. That I further say that, pursuant to the directions of this Hon'ble Tribunal dated 26.09.2025, a Joint Committee comprising officers of the Forest Department and the Integrated Regional Office of MoEF&CC conducted a site inspection on 28.11.2025 and submitted its report confirming the above factual position and recommending corrective and preventive measures. Respondent No.3 and Respondent No.4 have acted promptly and in accordance with law to prevent further damage, enforce accountability and ensure compliance with statutory environmental and forest protection norms.

4. That I say that, in this connection, it is submitted that the SMC works, which formed the subject matter of inspection by the Joint Committee, were awarded vide Agreement No. 05/P1/2024-25 dated 09.12.2024 in favour of Sri Biswajit Patra for execution of Graded Bund, Staggered

Anil Kumar Patra
Divisional Forest Officer
Cuttack Forest Division

Jyoti Ranjan Pattanaik
JYOTI RANJAN PATTANAIAK
NOTARY, CUTTACK TOWN
Regd. No-19 of 2012



Trench, Water Body, Contour Trench and Boundary Trench works at Jajpur Road Section under Jajpur Road Range, for a contract value of approximately Rs. 1.07 Crores, with a stipulated completion period of 90 days i.e. from 09.12.2024 to 08.03.2025. A Copy of Agreement / Work Order No. 05/P1/2024-25 dated 09.12.2024 issued by DFO, Cuttack Forest Division, in favour of Sri Biswajit Patra for SMC works is annexed herewith and marked as Annexure-A.

5. That I say that, during the course of unauthorized execution of the aforesaid SMC works in the month of July 2025, the field staff of the Forest Department received information regarding damage to standing trees caused due to the movement and operation of heavy earth-moving machinery (hydraulic excavator/JCB) deployed by the contractor for excavation of trenches and water bodies. Upon immediate field inspection and verification, it was found that a total of 66 trees were damaged, out of which 27 trees were uprooted and 39 trees were debarked and damaged on one side due to mechanical impact. It is further submitted that no evidence of systematic felling or cutting of trees by axe, saw or similar implements was noticed on site, and the damage was incidental in nature, attributable to mechanized movement during unauthorized execution of work, contrary to the allegations made by the Applicant.

Arul Kumar Das
Divisional Forest Officer
Cuttack Forest Division

Syoti Ranjan Pattanaik
SYOTI RANJAN PATTANAIAK
NOTARY, CUTTACK TOWN
Regd. No. 19 of 2017



6. That I say that, immediately upon receipt of the field staff report regarding the incident, prompt action was taken by the Forest Department and the execution of work was stopped forthwith by the Range Officer, Jajpur Road, vide Memo No. 526 dated 24.07.2025. Thereafter, UD Case No. 02/JR/2025-26 was duly registered in accordance with the prescribed procedure and the damaged forest produce including uprooted and affected trees were seized and taken into official custody for further legal action. A Copy of the said Memo No. 526 dated 24.07.2025 along with the UD Case details is annexed herewith and marked as Annexure-B.

7. That I say that, pursuant to the stoppage of work and registration of the UD case, a detailed field inquiry was conducted by the Assistant Conservator of Forests, Cuttack Forest Division, to ascertain the number, species-wise classification, nature and extent of damage caused to standing trees. Based on the findings of the said inquiry and the damage assessment report, prepared in accordance with the prescribed forest valuation norms, the loss caused to forest resources on account of damage to 66 trees was quantified and a penalty amounting to Rs. 42,375/- was imposed upon the

Handwritten signature
Divisional Forest Officer
Cuttack Forest Division



contractor vide Penalty Letter No. 586 dated 05.08.2025. The said penalty amount was duly realised from the contractor in the month of August, 2025 and credited to the Government account. Copies of the inquiry report / damage assessment note by Assistant Conservator of Forests, Cuttack Division; Penalty Letter No. 586 dated 05.08.2025 and proof of realisation of the penalty amount are annexed herewith and marked collectively as Annexure-C (Colly).

8. That I say that, upon due consideration of the damage caused to forest resources on account of unauthorized execution of work by the contractor and violation of the terms and conditions of the agreement, Respondent No. 4, being the competent authority for execution and supervision of the said works, initiated appropriate contractual action. Accordingly, Agreement No. 05/P1/2024-25 was cancelled vide Letter No. 10116 dated 26.11.2025, and directions were issued that no payment whatsoever shall be released to the contractor in respect of the works executed. The said action was taken with the knowledge of Respondent No. 3 and in furtherance of enforcement of statutory and contractual accountability. Copy of Contract Cancellation Letter No. 10116 dated 26.11.2025 issued by

Arundhanee Ray
Divisional Forest Officer
Cuttack Forest Division

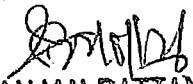
Jyoti Ranjan Pattanaik
JYOTI RANJAN PATTANAIAK
NOTARY, CUTTACK TOWN
Regd. No. 19 of 2012



DFO, Cuttack, cancelling Agreement No. 05/P1/2024-25 is annexed herewith and marked as Annexure-D.

9. That I say that, in order to ensure institutional accountability and adherence to prescribed operational protocols, show cause notices have been issued to the concerned Range Officer and other field functionaries in respect of supervisory lapses relating to monitoring of the execution of works and prevention of improper use of heavy machinery in forest areas. The matter is presently under examination and appropriate disciplinary action is being processed separately in accordance with the applicable service rules and departmental procedures.

10. That I say that, I assumed charge of Cuttack Forest Division only on 29.04.2025, as evident from the official posting/charge assumption order (Annexure-E). The allegations made by the Applicant regarding any nexus or collusion with the contractor are false, baseless and emphatically denied. The Deponent had no role whatsoever in the conceptualisation, sanction or award of the said SMC work, which was executed prior to the assumption of charge. Upon receipt of information regarding the incident, the Deponent has acted promptly,


JYOTI RANJAN PATTANAİK
NOTARY, CUTTACK TOWN
Regd. No-19 of 2012


Arvind Kumar Ray
Divisional Forest Officer
Cuttack Forest Division

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diligently and in good faith in initiating remedial, enforcement and contractual actions for protection of forest resources. Copy of Office Order / Posting Order showing assumption of charge by present DFO, Cuttack Forest Division on 29.04.2025 is annexed herewith and marked as Annexure-E.

11. That I say that, this Hon'ble Tribunal, vide order dated 26.09.2025 passed in the present Original Application, was pleased to constitute a Joint Committee comprising (i) the Principal Chief Conservator of Forests & Head of Forest Force (PCCF & HoFF), Odisha, and (ii) a representative of the Integrated Regional Office, Ministry of Environment, Forest and Climate Change (MoEF&CC), Bhubaneswar, with directions to conduct a site inspection and submit a factual report. Pursuant thereto, the said Joint Committee visited the project site on 28.11.2025 and thereafter submitted its inspection report, which, inter alia, recorded that the damage caused to trees was incidental in nature during execution of SMC works, that the contract had already been cancelled by the Divisional Forest Officer, and that penal action had been initiated and enforced against the contractor. A Copy of Joint Committee Inspection Report in compliance of NGT order dated 26.09.2025 in OA 170/2025 (EZ),

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Divyanshu Kumar Patra
 Divisional Forest Officer
 Cuttack Forest Division

Jyoti Ranjan Pattanaik
 JYOTI RANJAN PATTANAIA
 NOTARY, CUTTACK TOWN
 Regd. No-19 of 2012

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submitted by PCCF (HoFF) and MoEFCC Regional Office, Bhubaneswar is annexed herewith and marked as Annexure-F.

12. That I say that, the allegation of "illegal tree felling" in Pachhikote Demarcated Protected Forest (DPF), as made by the Applicant, is incorrect and misconceived. It is submitted that during a short period of unauthorized execution of work in July 2025, a total of 66 pole-stage trees were incidentally damaged due to movement and operation of heavy machinery, which fact has been duly recorded by the departmental authorities as well as the Joint Committee. The said damage was assessed, quantified and penalised in accordance with law, and appropriate enforcement action was taken against the contractor. There was no evidence of systematic, large-scale or deliberate felling or removal of trees by mechanical or manual cutting, as sought to be projected by the Applicant.

[Handwritten Signature]
Divisional Forest Officer
Cuttack Forest Division

13. That I say that, the Applicants' allegation that "more than 100 trees" were cut and buried using machinery is incorrect, exaggerated and not supported by any official record. On the contrary, the departmental inquiry as well as the Joint Committee inspection report categorically record that a total of 66 trees were damaged, as already stated

[Handwritten Signature]
JYOTI RANJAN PATTANAIK
NOTARY, CUTTACK TOWN
Regd. No-19 of 2012



hereinabove. While it is not disputed that complaints were received from local villagers and that certain media reports referred to the incident, the allegation of any deliberate collusion, organised illegal activity or concealment of felled trees is emphatically denied. The damage in question occurred during a limited and unauthorized execution period of work by the contractor, and immediate corrective and enforcement actions were taken by the authorities upon detection of the incident.

14. That I say that, the description of Pachhikote DPF, its area, notification, and its importance as a Sal forest are matters of record and not disputed. The existence and role of Korabandi Van Surakshya Samiti under Joint Forest Management is also not disputed. However, the suggestion that departmental officers, including the present DFO, have acted contrary to these objectives is specifically denied. The fact that SMC works under OMBADC were awarded under a formal Agreement No. 05/P1/2024-25 dated 09.12.2024, value about Rs. 1.07 crore, with stipulated completion by 08.03.2025, stands admitted and is evidenced by Annexure-A. It is reiterated that the purpose of the works was soil and moisture conservation for long-term forest health, not commercial exploitation of trees.

Arundhanti Kumar Ray
 Divisional Forest Officer
 Cuttack Forest Division

Jyoti Ranjan Pattan
 JYOTI RANJAN PATTAN
 NOTARY, CUTTACK TOWN
 Regd. No. 19 of 2012

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15. That I say that, the SMC works in question were sanctioned on the basis of a Detailed Project Report (DPR) prepared by an independent technical agency, namely CTRAN, in the year 2021, which was subsequently revised on 01.03.2024 after technical vetting and approval. The said DPR envisaged implementation of graded bunding, staggered trenching, construction of water bodies and allied SMC interventions with the objective of improving soil moisture regime, reducing surface runoff and facilitating natural regeneration and ecological restoration in Pachhikote Demarcated Protected Forest (DPF). Copies of DPR for SMC works in Pachhikote DPF (CTRAN DPR 2021) and Revised DPR dated 01.03.2024, indicating scientific basis for SMC interventions are annexed herewith and marked collectively as Annexure-G (Colly)

Arundhanee K...
 Divisional Forest Officer
 Cuttack Forest Division

16. That I say that, the Working Plan approval condition that no forest bearing naturally grown trees shall be clear-felled has been kept in view. No sanction was ever given for clear-felling and the Department has itself treated the incident of damage to 66 trees as a lapse, leading to stoppage of work, penalty and cancellation of contract. To characterise the same as a designed violation of the Working Plan is unwarranted.

Jyoti Ranjan Pattanaik
 JYOTI RANJAN PATTANAİK
 NOTARY, CUTTACK TOWN
 Regd. No-19 of 2012


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17. That I say that, the allegation that there has been "large scale corruption" and siphoning of Rs. 1.07 crore is wholly unfounded and without any supporting material. In fact, no payment has yet been released to the contractor under the said Agreement, which is now cancelled (Annexure-D), and the only monetary transaction on record is the realisation of Rs. 42,375/- as penalty (Annexure-C (Colly)).

18. That I say that, facts not specifically denied hereinabove may be deemed to have been denied. Respondent reserves right to file additional affidavit.

19. That I say that, the facts stated above are true to my knowledge derived from official records and nothing material has been concealed therefrom.

20. That I say that, the Respondent Nos. 3 and 4 reserve its right to file any additional affidavit, if at all required by this Hon'ble Tribunal for the just and proper adjudication of the present case.


 JYOTI RANJAN PATTANAIK
 NOTARY, CUTTACK TOWN
 Regd. No-19 of 2012


 Arvind Kumar
 Divisional Forest Officer
 Cuttack Forest Division



21. That I say that, the facts which are not specifically denied in the present Counter Affidavit are deemed not to have been admitted and considered as denied by Respondent Nos. 3 and 4.

22. That I say that, Respondent Nos. 3 and 4 further craves liberty of this Hon'ble Tribunal to submit any other facts/averments/grounds, if necessary, for proper and effective adjudication of the present issues at hand.

23. That I say that, the facts stated as above are true to the best of my knowledge and belief and nothing material has been concealed therefrom.

PLACE:

DATE: 21/01/2026

Atit Kumar Singh
22.01.26

DEPONENT
Divisional Forest Officer
Cuttack Forest Division

Jyoti Ranjan Pattanaik
JYOTI RANJAN PATTANAİK
NOTARY, CUTTACK TOWN
Regd. No-19 of 2012



X

VERIFICATION

Verified at _____ on this ____ day of January, 2026, that the contents of the above affidavit are true and correct to the best of my knowledge and information derived from records, that nothing stated therein is false and that nothing material has been concealed therefrom.

PLACE:

DATE: /01/2026

A.P.
22-01-26
DEPONENT
Divisional Forest Officer
Cuttack Forest Division

22/01/26
JYOTI RANJAN PATTANAIK
NOTARY, CUTTACK TOWN
Regd. No-19 of 2012



BEFORE THE NATIONAL GREEN TRIBUNAL,

EASTER ZONE BENCH, KOLKATA

Original Application No. 170 /2025/EZ

Bhagabat Swain & Ors.

APPLICANT

Versus

State of Odisha & Ors

RESPONDENTS

AFFIDAVIT IN SUPPORT

I, Shri Anil Ku. Ray, aged about 53 years, S/o :- Late Basant Kumar Ray, at present working as the Divisional Forest Officer, Cuttack, At/Po- Madhusudanpur Sasan, PS/Dist-Jagatsinghpur, do hereby solemnly affirm and state as follows:

1. That I am the Respondent No. 4 in the present matter and that I am also the authorised representative of Respondent No. 3 in the captioned matter and as such I am duly competent to swear the present affidavit.
2. I state that I have read the contents of the accompanying counter which has been drafted upon my instructions and state that the contents thereof are true and correct to the best of my knowledge and belief

Jyoti Ranjan Pattajana
 JYOTI RANJAN PATAJANA
 NOTARY, CUTTACK TOWN
 Regd No. 19 of 2012

Anil Kumar Ray
 Divisional Forest Officer
 Cuttack Division

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VERIFICATION:

Verified at _____ on this ____ day of January, 2026 that the contents of my affidavit are true and correct, no part of it is false and nothing material has been concealed therefrom.

Anil Kumar Panigrahy

DEPONENT
Divisional Forest Officer
Cuttack Forest Division



22/1/26
JYOTI RANJAN PATTANAİK
NOTARY, CUTTACK TOWN
Regd. No-19 of 2012

ବନଖଣ୍ଡ ଅଧିକାରୀ ତଥା ବନ୍ୟପ୍ରାଣୀ ତତ୍ତ୍ୱାବଧାରକଙ୍କ କାର୍ଯ୍ୟାଳୟ, କଟକ ବନଖଣ୍ଡ, କଟକ
OFFICE OF THE DIVISIONAL FOREST OFFICER: CUTTACK FOREST DIVISION
GHATAKULA BAZAR: NUAPADA:MADHUPATNA:CUTTACK-753010.
Off. Tel – 06712957611 Control Room Tel : 06712340343 Toll Free No.18003457473
E-mail ID :- dfo.cuttack@odisha.gov.in

LETTER NO. 10959 /1F(ACTT.)
DATED, CUTTACK THE 9 TH DECEMBER, 2024.

To
BISWAJIT PATRA(GEN), 'B (DIPLOMA)'-CLASS CONTRACTOR, AT-DUBURI,
PO-DUBURI, PS-KALINGANAGAR, DIST.-JAJPUR, PIN-755026, Mobile No.-
8984172411, Email -biswa4hawa@gmail.com

Sub:- Work Order for the work : SMC works such as Graded Bund, Staggered Trench,
Water Body, Contour Trench & Boundary Trench at Jajpur Road Section under
Jajpur Road Range in the District of Jajpur under OMBADC Scheme for the year
2023-24 (DPR, 2022-23).

Ref:- This Office Bid Identification No.DFO-CTC - 05 of 2023-24 (Sl. No.3)

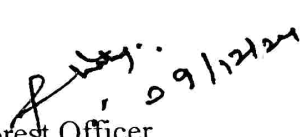
Dear Sir,

The agreement for the above noted work signed by you has been assigned vide
Agreement No...05...P1/2024-25. Therefore, you are requested to start the work immediately in
consultation with the Range Officer, Jajpur Road Range / Forester I/c. for taking necessary
instructions from them.

The date of commencement of the work is 09.12.2024. The work is to be
completed by 08.03.2025 as stipulated in the agreement.


Encl :- Certified copy of P1 Agreement

Yours faithfully,


Divisional Forest Officer,
Cuttack Forest Division

MEMO NO. 10960 /DT. 09.12.2024

Copy submitted to the Chief Executive Officer, State CAMPA Authority, O/o the
Principal Chief Conservator of Forests & HoFF, Odisha / Regional Chief Conservator of Forests,
Angul Circle for favour of kind information and necessary action.


Divisional Forest Officer,
Cuttack Forest Division

True copy attested

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MEMO NO. 10961 /DT. 09.12.2024

Copy alongwith the certified copy of Agreement forwarded to the Range Officer, Jajpur Road Range / Forester I/c. for information and necessary action.

[Signature]
Divisional Forest Officer,
Cuttack Forest Division
3/12/24

MEMO NO. 10962 /DT. 09.12.2024

Copy alongwith the certified copy of Agreement forwarded to the District Labour Officer, Jajpur for information and necessary action.

[Signature]
Divisional Forest Officer,
Cuttack Forest Division
3/12/24

True copy attested

[Signature]
08-12-25
Divisional Forest Officer
Cuttack Forest Division



PAN :- AXJPP5424H

GSTIN :- 21AXJPP5424HAZ4

GOVERNMENT OF ODISHA
FOREST, ENVIRONMENT & CLIMATE CHANGE DEPARTMENT

OFFICE OF
THE DIVISIONAL FOREST OFFICER
CUTTACK FOREST DIVISION, CUTTACK-10

P-1 AGREEMENT

No. 0507 2024-25

Name of Work = SMC works such as Graded Bund, Staggered Trench, Water Body, Contour Trench & Boundary Trench at Jajpur Road Section under Jajpur Road Range in the District of Jajpur under OMBADC Scheme for the year 2023-24 (DPR, 2022-23)

Name of Contractor = BISWAJIT PATRA(GEN) 'B (DIPLOMA)'-CLASS CONTRACTOR

Work Value = 9076368.68 (-14.99% Less)

G.S.T. @ 18.0% = 16,33,746.36

Agreement Value = 1,07,10,115.04 Or Say ₹ 1,07,10,115.00

DR No. = 17 of 2023-24, Dt.23.02.2024

Date of Opening = 19.03.2024

Date of Commencement :- 09.12.2024

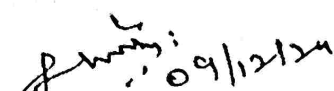
Stipulated Date of Completion :- 08.03.2025

Extension of time granted upto :- _____


Authority and No. & Date in which extension of time granted :- _____

Certified that the agreement contains 72 (Seventy two) number of pages only.

Biswajit Patra


 09/12/24
 DIVISIONAL FOREST OFFICER
 CUTTACK FOREST DIVISION

True copy attested


 08/12/25
 Divisional Forest Officer
 Cuttack Forest Division

Schedule - XLV - From No.61

FOREST, ENVIRONMENT & CLIMATE CHANGE DEPARTMENT

Form P - 1

ITEM RATE TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Range Officer / Divisional Forest Officer.

This notice will state the work to be carried out, the items and approximate quantities hereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. Copies of the specification, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Range Officer / Divisional Forest Officer during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof or in the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so.
3. Receipts for payments made on account of work, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Forest, Environment & Climate Change Department and their issue rates shall be filled in and completed in the office of the Range Officer/Divisional Forest Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
5. The amount of earnest money to be deposited will be @ 1% percent of the tendered amount.
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender, or which contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who

Browed At

CONTRACTOR

True copy attested

[Signature]
 Divisional Forest Officer
 Cuttack Forest Division

[Signature]
 DIVISIONAL FOREST OFFICER
 DIVISIONAL FOREST OFFICER
 CUTTACK FOREST DIVISION

wish to tender for two or more work shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelop.

- 7. The Divisional Forest Officer or his duly authorised assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form.
- 8. The Divisional Forest Officer shall have the right to rejecting all or any of the tenders.
- 9. In the event of a tender being selected for acceptance, the Divisional Forest Officer who opened the tender will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall thereupon sign copies of the specification and other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Divisional Forest Officer may reject the tender.

If the Divisional Forest Officer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommend for acceptance. Such tenderer shall thereupon sign forthwith copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Divisional Forest Officer who is competent to accept the same. If the said Divisional Forest Officer rejects the tender the security money deposited shall be refunded to the tenderer.

- 10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Divisional Forest Officer. Government securities may be endorsed to the Divisional Forest Officer in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
- 11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 10 percent of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. Atleast half of this security inclusive of the earnest money, shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5 percent of the amount of each payment to be made to him under clause 7 of the conditions of contract for work done under the contract.

- 12. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Divisional Forest Officer shall scrutinise all pages of the form of Item, Rate, Tender and Contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent, shall send the form for signature of the acceptance to the officer competent to accept it.

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CONTRACTOR

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True copy attested

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Divisional Forest Officer
Cutback Forest Division

DIVISIONAL FOREST OFFICER
DIVISIONAL FOREST OFFICER
CUTTACK FOREST DIVISION

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17 of 2023-24, Dt.23.02.2024

Date of Opening:- 19.03.2024

Agency - BISWAJIT PATRA

This Office Agreement No. 09-P1 of 2024-25

TENDER OF WORKS

I/We hereby tender for the execution for the Governor of Orissa of the work specified in the under written memorandum at the rates specified there in within a period ofNIL.....years03(Three) months from the date of written order to commence and in accordance in all respects with the specifications , designs, drawings and other documents referred to in rule.

I hereof and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable .

MEMORANDUM

- (a) If several sub-works area included they should be detailed in a separate list.
- (a) Name of Work : SMC works such as Graded Bund, Staggered Trench, Water Body, Contour Trench & Boundary Trench at Jajpur Road Section under Jajpur Road Range in the District of Jajpur under OMBADC Scheme for the year 2023-24 (DPR, 2022-23)
- (b) Estimated cost (Excluding GST) - 10676824.70
- (c) Work value : - 9076368.68 (14.99% Less)
- Add G.S.T. @ 18.0% - Rs. 16,33,746.36
- Agreement value = - Rs. 1,07,10,115.04
- Or say - Rs. 1,07,10,115.00
- (d) This deposit will be 2% of the (d) Earnest money -
- (e) This percentage deduction from bills will be credited to the contractor's security deposit (e) Initial security deposit (including earnest money) to be deposited before the commencement of the work. - Rs. 16,00,000.00
- (f) Additional performance security -
- (g) Percentage to be deducted from bills towards security deposit - Rs.5% (Rupees five percent)
 ~~Rs.3% (Rupees Three percent)~~
- (h) Time required for the works from date of written order to commence -
- (i) Date of written order to commence -
- (j) Total number of items tendered for - 5(Five) items Only

Exempted as Engineering Contract in shape of TDR of SBI, Kaliasanagar, Jajm

Biswajit Patra
CONTRACTOR

True copy attested

08.12.25
Divisional Forest Officer
Cuttack Forest Division

Divisional Forest Officer
CUTTACK FOREST DIVISION

Tender Inviting Authority: DIVISIONAL FOREST OFFICER, CUTTACK FOREST DIVISION, CUTTACK

Name of Work:- SMC works such as Graded Bund, Staggered Trench, Water Body, Contour Trench & Boundary Trench at Jajpur Section under Jajpur Road Range in the District of Jajpur under OMBADC Scheme for the year 2023-24 (DPR, 2022-23)

Contract No: DFO-CTC - 05 of 2023-24

Bidder Name : BISWAJIT PATRA

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1.00	<p><u>Construction of Graded Bund (Height 1.5m, Base 4.2m, Top 1.2m) having the following specifications .</u> Construction of Graded Bund (Height 1.5m, Base 4.2m, Top 1.2m) having the following specifications i) Triangular or square section of 0.15m trench cutting for alignment and demarcation purpose of dug belling 10cm to 15cm (2x1m) ii) Clearing grass and removal of rubbish up to a distance of 50 metres outside the periphery of the area iii) Earth Work in stony earth and gravels mixed with stone and boulders not exceeding .014cum in volume within 50m Initial lead and 1.5m Initial lift including rough dressing and breaking clods etc. complete. 0.5 (1.2+4.2) x 1.5 iv) Fine dressing earth work in ordinary or hard soil in embankment formation according to the direction of Engineer-in-charge including cutting or filling earth up to 0.15meter depth of surface. 1 x (2.12+1.2+2.12) v) Dry stone masonry or rough stone dry masonry for guard walls and retaining walls with hard granite stones 1x1.41 x 0.3</p>	1000.000	Rmtr.	2069.00	2069000.00	INR Twenty Lakh Sixty Thousand Only
2.00	<p><u>Construction of Staggered Trench having the following specifications</u> i) Length: 2.5m, Width: 0.5m & Depth: 0.5m ii) Cross section: (0.5m x 0.5m) = 0.25 sq. m iii) Earth work: (2.5m x 0.25sq m) = 0.625 cum Description - 0 – 30 ° Slope i) Gap between trenches (Horizontal) 4 - 5 metres ii) Distance between trenches (Vertical) 5 - 7 metres iii) Staggered trench per Ha 300 Pits</p>	100.000	Ha.	24531.00	2453100.00	INR Twenty Four Lakh Three Thousand One Hundred Only

Biswajit Patra
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02.12.25
Divisional Forest Officer
Cuttack Forest Division

[Signature]
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CUTTACK FOREST DIVISION

0	Construction of Water Body Earth Work in excavation in stony earth and gravels mixed with stone and boulders not exceeding .014cum in volume within 50met. Initial lead and 1.5met. Initial lift including rough dressing and breaking clods etc. complete & Extra lift of 1.5meter or part there of over the initial lift of 1.5meter for earth work in all kinds of embankment and roads works and ordinary earthwork in general. i) (10m X 10m X 2m) = @2000 cum ii) (5m X 5m X 2m) = @1500 cum iii) (2m X 2m X 1m) = @160 cum	3660.000	Cum	274.17	1003462.20	INR Ten Lakh Three Thousand Four Hundred & Sixty Two and Paise Twenty Only
0	Construction of Contour Trench having the following specifications (1.0 m x 0.5 m x 0.5 m) Top Width: 1.0 m Bottom Width: 0.5m Hight: 0.5 m	13500.000	Cum	152.63	2060505.00	INR Twenty Lakh Sixty Thousand Five Hundred & Five Only
0	Construction of Boundary Trench having the following specifications (1.0 m x 0.5 m x 0.5 m) i) Top Width: 1.0 m ii) Bottom Width: 0.5m iii) Hight: 0.5 m	20250.000	Cum	152.63	3090757.50	INR Thirty Lakh Ninety Thousand Seven Hundred & Fifty Seven and Paise Fifty Only
Total in Figures					10676824.70	INR One Crore Six Lakh Seventy Six Thousand Eight Hundred & Twenty Four and Paise Seventy Only
Total Rate in Figures			Less (-)	14.9900%	9076368.68	INR Ninety Lakh Seventy Six Thousand Three Hundred & Sixty Eight and Paise Sixty Eight Only
Total Rate in Words		INR Ninety Lakh Seventy Six Thousand Three Hundred & Sixty Eight and Paise Sixty Eight Only				

Santosh Patra

CONTRACTOR

[Signature]
 DIVISIONAL FOREST OFFICER
 DIVISIONAL FOREST OFFICER
 CUTTACK FOREST DIVISION

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[Signature]
 08.12.25
 Divisional Forest Officer
 Cuttack Forest Division



Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
 						

Biswanji Patra
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[Signature]
2-12-25
Divisional Forest Officer
Cutack Forest Division

DIVISIONAL FOREST OFFICER

SPECIAL CONDITION

Incentive @ 1% of estimated cost if completed before one month of original stipulated date of completion and 2% of the estimated cost if completed before two months of original stipulated date of completion (Part of the month shall be excluded) shall be payable to the Contractor. The maximum Incentive will be allowed 2% only No incentive will be paid in case of works where extension of time is allowed.

Incentive should be paid in respect of individual project for new construction / substantial additional or improvement works, the minimum value of which is mentioned below.

<u>Name of the work</u>	<u>Minimum Value</u>
i. Building work / P.H. work	Rs. 40.00 Lakhs
ii. Road works	Rs. 3.00 Crores
iii. Irrigation work	Rs. 10.00 Crores

Incentive will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule.

Incentive need not be included in the estimate. Specific budget provision may be made under State-plan out of which the incentive shall be met.

The bidders are required to quote their rates inclusive of 1% cess towards construction workers welfare which will be deducted from their bills.

1. As per the Guideline of OMBADC, the request of Contractor for payment of the bill will be processed only on submission of Geo-tagged photos of different work i.e. Before, During and After (i.e., time of record of measurement).
2. The work location for which co-ordinates have been given shall not be changed without permission of Divisional Forester Officer, Cuttack Forest Division.

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Biswasjit Patra

CONTRACTOR

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08-12-25
Divisional Forest Officer
Cuttack Forest Division

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DIVISIONAL FOREST OFFICER
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CUTTACK FOREST DIVISION

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Biswajit Patra

Signature of contractor for before submission of tender.

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor of odisha or his successors in office the sums of money mentioned in the said conditions.

Dated the Day of.....2024

Witness :- Rabin Kumar Samal
Address :- alpo - Cuttack
Occupation:- business

Rabin Kumar Samal
Signature of witness to one tenders signature.

The above tender is hereby accepted by me on behalf of the Governor of Odisha.

Dated the Day of.....2024

CONDITIONS OF CONTRACT

Signature of the
DIVISIONAL FOREST OFFICER
CUTTACK FOREST DIVISION
accepted.

Clause 1 : All compensations or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of the security deposit or any part thereof.

Compensation for delay.

Clause 2 (a) : The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned form the date on which the written order to 'commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of

The work should not be considered finished until such date as the

Biswajit Patra
CONTRACTOR

True copy attested
11/08/2024

Signature
DIVISIONAL FOREST OFFICER
CUTTACK FOREST DIVISION

Divisional Forest Officer
Cuttack Forest Division

Divisional Forest Officer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the contractor to the Divisional Forest Officer's satisfaction.

Action when whole security deposit is forfeited.

essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to 2% on the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished after the proper dates (The work should not be considered finished until such date as the Divisional Forest Officer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Divisional Forest Officer or his authorised agents, are fully complied with by the contractor to the Divisional Forest Officer's satisfaction). And further, to ensure good progress during the execution of work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month; to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

2(b)- If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (Whether paid in the sum or deducted by instalments) the Divisional Forest Officer on behalf of the Governor of Odisha, shall have power to adopt any of the following course as he may deem best suited to the interest of the Government if.

i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Divisional Forest Officer shall be conclusive evidence) 20% of the value of left- over work will be realised from the contractor as penalty.

In the event of any of the above courses being adopted by the Divisional Forest Officer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements or made under any advances on account of or with a view to, the execution of the work or the performance of the contract. And in the case the contract shall be rescinded the work or the performance of the contract and in the case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract, unless and until the

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CONTRACTOR

True copy attested

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08.12.25
Divisional Forest Officer
Cuttack Forest Division

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DIVISIONAL FOREST OFFICER
DIVISIONAL FOREST OFFICER
CUTTACK FOREST DIVISION

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Divisional Forest Officer shall have certified in writing the performance of such work and the value payable in respect thereof and shall only be entitled to be paid the value so certified.

(Amendment to clause 2(b) of item rate F2 Agreement vide works Department Order No. 10639 Dt. 27.5.2005)

(ii) Security deposit of the contractor shall be refunded only twelve months after the date of completion of the work provided the final bill has been paid and defects, if any rectified in case of projects executed with externally aided fund security deposit is to be refunded as a outlined therein.

[Works Deptt. Letter No. 17823 dt.11.10.06]

(b) Existing provision contained in clause- 2(b) of item rate (F-2) Agreement for, rescission of work is amended as follows :

“On rescission of the contract (of which rescission notice in writing to the contractor under the hand of the Divisional Forest Officer shall be conclusive evidence) 20% of the value of left over work will be realized from the contractor as penalty.

Clause 3: In any case in which any of the powers conferred upon the Divisional Forest Officer by clause 3 thereof shall have become exercisable and the same shall not be exercised. The non exercise thereof shall not constitute a waiver of the conditions hereof and such powers shall not withstanding be exercisable. In the event any More case of default by the contractor of which by any clause or clauses thereof he is declared liable to pay compensation amounting the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Divisional Forest Officer putting in force the powers vested him under the proceeding clause he may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing, for the same in the account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Divisional Forest Officer whose certificate there of shall be final, otherwise the Divisional Forest Officer may by notice in writing to the contractor or his clerk of the works foreman or other authorised agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such requisition); and in the event of the contractor failing to comply with any such requisition, the Divisional Forest Officer may remove them at the contractor and at his risk in all respects, and the certificate of the Divisional Forest Officer as to the expense of any such removal and the amount of the proceed and expense of any such shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action no taken under clause -6.

Power to take possession of or required removal of or sell contractors plants.

Biswasjit Patra
CONTRACTOR

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10.02.12.25
Divisional Forest Officer
Cutback Forest Division

DIVISIONAL FOREST OFFICER

Extention of time

Clause 4 : If the contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Divisional Forest Officer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Divisional Forest Officer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any, as may in his opinion, be necessary or proper. The Divisional Forest Officer shall at the same time inform the contractor whether he claims compensation for delay.

Final Certificate

Clause 5 : On completion of the work, the contractor shall be furnished with a certificate by the Divisional Forest Officer (hereinafter called the Divisional Forest Officer-in-charge) of such completion, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Divisional Forest Officer in the site plan) on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, walls floors, other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof not until the work shall have been measured by the officer of the Forest, Environment & Climate Change Department in accordance with the rules or the department whose measurements shall be binding & conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Divisional Forest Officer in charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid) except for any sum actually realised by the sale thereof.

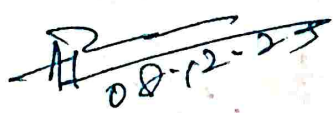
Sub-Clause - 5 : If in the opinion of the Divisional Forest Officer-in-charge which shall be final and binding on the contractor occupation or utilisation of a portion of the work completed in on way interfezers with progress of the work the same may be occupied or utilised by on behalf of the Government under the written order of the Divisional Forest Officer-in-charge. This will not impede the right of the Divisional Forest Officer-in-charge to get the defects, if any rectified by the contractor at his (Contractor) own cost within six months from the date of completion of the whole work provided that the contractor will not be allowed any concession either in the shape of extension of stipulated period or any other monetary compensation on account of such occupying use.

Clause - 6 : A bill shall be submitted by the contractor each month

Swain Patra
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Divisional Forest Officer
Cuttack Forest Division

Payment on intermediate certificate to be regarded as advances and bill to be submitted monthly.

on or before the date fixed by the Divisional Forest Officer-in-charge for all works executed in the previous month, and the Divisional Forest Officer-in-charge or his sub-ordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Divisional Forest Officer-in-charge or his sub-ordinate shall measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant and the Divisional Forest Officer-in-charge or his sub-ordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

Provided that if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conclude determine or effect in any way the powers of the Divisional Forest Officer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in any other way vary or affect the contract.

Clause - 7 : The final bill shall be prepared by the offices of the Forest, Environment & Climate Change Department in accordance with the rules of the department in the presence of the contractor within one month of the date fixed for completion of the work.

Clause - 8 : If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Divisional Forest Officer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Divisional Forest Officer-in-charge under the conditions of this contract (such materials and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum here so annexed.) the contractor shall be supplied at the rates specified in the said schedule may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed

Stores supplied by Government.

Biswanid Patra
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08-12-25

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Cuttack Forest Division

DIVISIONAL FOREST OFFICER

from the site of the work and shall at all times be open to inspection by the Divisional Forest Officer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Divisional Forest Officer-in-charge's store at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause - 8(a) : If a contractor removes any material or stock so supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall, in addition to any other liability civil or criminal, arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials or stock according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that any be then, or at any time thereafter any become due to the contractor, or from his security deposit, or the proceeds of sale thereof.

Clause - 8(b) : Owing to difficulty in obtaining certain materials in the open market, the Government have undertaken to supply materials specified by in the schedule here to annexed. There may be delay in obtaining materials by the department and the contractor is thereof required to keep himself in touch with the day to day position regarding the supply of materials from the Divisional Forest Officer-in-charge & to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entitled by the Government on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also clause - 5.

Clause - 9 : The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs and instructions in writing relating to the work signed by the Divisional Forest Officer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office, for the purpose of inspection during office hour and the contractor shall, if he so requires be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Clause - 10 : The Divisional Forest Officer-in-charge shall have the power to make any alterations in or additions to the original specification, drawings and instructions that may appear to him necessary and advisable

Works to be executed in accordance with specification drawing and orders etc.

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CONTRACTOR

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DIVISIONAL FOREST OFFICER

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Divisional Forest Officer
Cutteck Forest Division

Do not invalidate contracts.

during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Divisional Forest Officer-in-charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Divisional Forest Officer-in-charge shall be conclusive as to such proportion. And if the additional work includes any class of work for which rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered on the schedule of rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Divisional Forest Officer-in-charge of the rate which it is his intention to charge for such class of work, and if the Divisional Forest Officer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out such manner as he may consider advisable.

No deviation from the specifications stipulated in the contract nor additional items of work in all ordinary be carried out by the contractor, nor shall any altered, no additional or substituted work be carried out by him unless the rates of the substituted altered or additional item have been approved and fixed in writing by the Divisional Forest Officer-in-charge. The contractor shall be bound to submit his claim or any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in within the Divisional Forest Officer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in-regard thereof before the rates shall have been determined as lastly herein before mentioned in such case, he shall only be entitled to be paid in respect of the work carried out as expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by Divisional Forest Officer-in-charge. In the event of a dispute the decision of the Regional Chief Conservator of Forests, Angul Circle of the Circle will be final.

Clause 11 : If at any time after the commencement of the work the

Biswas M Patra
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DIVISIONAL FOREST OFFICER

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Divisional Forest Officer
Cuttack Forest Division

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No compensation for alteration in or restriction of work to be carried out.

Governor of Odisha shall for any reason wheresoever not require the whole thereof as specified in the tender to be carried out the Divisional Forest Officer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation wheresoever on account of any profit or advantage, which he might have dared form the execution of the work in full but which he didi not drive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason or any alteration having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad work.

Clause 12 : If it shall appear to the Divisional Forest Officer-in-charge or his sub-ordinate-in-charge of the work that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or a quality interior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Divisional Forest Officer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Divisional Forest Officer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent of the amount of the estimate for everyday not exceeding ten days. while his failure to do so shall continue and in the case of any such failure the Divisional Forest Officer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complains of as the case may be at the risky and expense in all respects of the contractor.

Work to be open to inspection.

Clause - 13 : All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Divisional Forest Officer-in-charge and his sub-ordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Divisional Forest Officer-in-charge either him. If be present to receive orders and instruction or have a responsible agent duly accredited in waiting present for that purposes. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or responsible Agents to be preset.

Clause - 14 : The contractor shall give not less than five days notice

Signature of Contractor
CONTRACTOR

True copy attested

DIVISIONAL FOREST OFFICER

AT 08.12.25
Divisional Forest Officer
Cuttack Forest Division

(16)

35

Notice to be given before work is covered up.

in writing to the Divisional Forest Officer-in-charge or his subordinate-in-charge of the week before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Divisional Forest Officer-in-charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses or in default thereof no payment of allowance shall be made for such work or the materials with the same was executed.

Contractor liable for damage done and for imperfection for 6 months after certificate.

Clause - 15 : If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working or building, road, fence, enclosure or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damages shall happen to the work, while in progress, from any cause whatever or any imperfection became apparent in it within 3 months from the date of final certificate of its completion shall have been given by the Divisional Forest Officer-in-charge, as aforesaid the contractor shall make the same good at his own expense or in default, the Divisional Forest Officer-in-charge may cause the same to be made good by other workman and deduct the expenses (of which the certificate of the Divisional Forest Officer-in-charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Divisional Forest Officer-in-charge.

Contractor to supply plant, ladders scaffolding etc.

Clause - 16 : The contractor shall supply at his own cost all materials (except such special materials if any, as may in accordance with the contract be supplied from the Divisional Forest Officer-in-charge's stores) plant, tools appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether original altered or substituted, and whether included in the specification or other documents for part of the contract or referred to in these conditions or not which may be necessary for the purpose of satisfying or complying with the requirement of the Divisional Forest Officer-in-charge as to any matter which under this conditions, he is entitled to be satisfied which is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out of works and counting, weighting and assisting in the measurement or examination at any time to time of the work or materials. Failing his so doing the same may be provided by the

Biswajit Patra
CONTRACTOR

True copy attested

[Signature]
08.12.25
Divisional Forest Officer
Cutback Forest Division

DIVISIONAL FOREST OFFICER

Divisional Forest Officer
Cutback Forest Division

And is liable for damages arising from non-provision of lights, fencing etc.

Divisional Forest Officer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide all necessary fencing any lights required to protect the public from accident, and shall be bound to bear the expenses of defence by every suit action or other proceedings a law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause - 17 : (a) No female labour shall be employed within the limits of a who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer wages not less than the wages paid for similar work in the neighbourhood.

The Divisional Forest Officer shall have the right to enquire into and decide any complaints alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

The officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of twelve years and to refuse to allow any labourer whom he decided to be below the age of twelve years to be employed by the contractor.

(b) The Contractor shall employ one or more Divisional Forest Officer Graduate or Diploma holders as apprentices at his own cost if the work as shown in the tender exceeds Rs. 2,50,000/-. The apprentices will be selected by the Chief Divisional Forest Officer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of the work is completed. The fair wage to be paid to the apprentices should be not less than Rs the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Principal Chief Conservator of Forests & HoFF, Odisha in a manner so that the total expenditure does not exceed 1% of the tendered cost of the work.

(c) Special class contractor shall employ under him one Graduate Engineer and two diploma holders belonging to the state of Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two diploma holders belonging to the State of Odisha. The employment of Graduate Engineer and Diploma holders under the contractor shall be full time and continuous and they should not be superannuated, retired, dismissed or removed personnel from any State Government or Central Government Service/Public Sector undertakings/Private Companies and Firms or be ineligible for appointment to Government. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel.

iswajit Patra
CONTRACTOR

True copy attested
08.12.25

Divisional Forest Officer
Cuttack Forest Division

DIVISIONAL FOREST OFFICER

ANNEXURE B

27



OFFICE OF THE FOREST RANGE OFFICER, JAJPUR ROAD RANGE
STADIUM ROAD, DHABALGIRI, JAJPUR ROAD-755019

E-mail- to jkroad@yahoo.com

Memo No- 526 / Dt- 24.07.2025

To

The Divisional Forest Officer,
Cuttack Forest Division, Cuttack.

Sub:

Tender for the work: SMC works such as Graded Bund, Staggered Trench, Water Body, Contour Trench & Boundary Trench at Jajpur Road Section under Jajpur Road range in the District of Jajpur under OMBADC scheme for the year 2023-24 (DPR, 2022-23) vide Agreement No.-05-P1/2024-25.

Sir,

With reference to the subject cited above, this is to inform you that, during the field visit of the I/c Forst Guard, Ragadi Beat, it has been noticed that, some standing trees have been damaged by the Excavator engaged by the concerned contractor during the SMC work in Pachicote DPF of Jajpur Road Range.

Although the supervisor has been repeatedly instructed not to damage any standing tree during the execution of SMC work but due to their negligence, the trees got damaged. After due verification of the spot and finding the fact to be true, the SMC work has been stopped immediately. The detail damage report from the concerned forester will be intimated to your good office soon.

In this connection this to intimate you that, during the month from June to September, it is not appropriate time for SMC works.

Therefore, you are requested to kindly take necessary action at this end for the smooth execution of the said work and deliver necessary instructions in the above regard.

Encls: Report of Smt. Nilandri Barla, Fg, I/c Ragadi Beat.

T. Das
24/7/25
Range Officer
Jajpur Road Range

ANNEXURE - C (Colly)

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OFFICE OF THE FOREST RANGE OFFICER, JAJPUR ROAD RANGE
STADIUM ROAD ,DHABALGIRI,JAJPUR ROAD-755019

E-mail- ro_jkroad@yahoo.com

Memo No- 586 / Dt- 5/8/25

To

Sri Biswajit Patra,, 'B' (Diploma) Class Contractor,
At/Po- Duburi, Ps- Kalinga Nagar,
Dist- Jajpur.

Email : biswa4hawa@gmail.com

Sub: Execution of SMC works under OMBADC as per Agreement No.05-P1/2024-25

Ref: Your letter received by mail on Dated 29-07-2025

Sir,

This is to inform you that going through the replay of the show cause notice issued vide this office Memo No 527 Dated 24.07.2025, It has been observed that the reply of the Show Cause Notice is not satisfactory. The damage has been assessed in the field as given below. The same could have been averted, if proper care had been taken during the execution of the work.

It is learnt from the ground staff that though they have shown you the sight for execution of percolation pond, due to negligent marching of the excavator 27 no trees have been completely damaged by uprooting and 39 no of trees area damaged through debarking.

The detail list including the height, girth is appended below.

SL No	Trees uprooted	Size(Height xGirth) In Cm	Nos of trees	Approximate Assessment value of the Damage tree
1	Sal (14 nos)	300 x 30	2	300.00
2		90x25	1	150.00
3		200 x35	1	175.00
4		300 x25	1	150.00
5		200 x 20	2	300.00
6		250 x20	1	150.00
7		380 x30	1	150.00
8		400 x55	1	300.00
9		300 x 60	1	500.00
10		250 x30	2	300.00
11		170 x 15	1	150.00
12	Chara(8 nos.)	350 x30	1	150.00
13		300x30	1	150.00
14		150X20	1	150.00
15		120 x20	1	150.00
16		220 x25	1	150.00
17		250 x25	1	150.00
18		150 x15	1	150.00

19		230 x25	1	150.00
20	Asana(4 nos)	200 x30	1	150.00
21		150 x20	1	150.00
22		150 x30	1	150.00
23		200 x20	1	150.00
24	Mahula (1 no)	200 x15	1	150.00
				4575.00
	Trees debarked		39 nos @100/-	3900.00
			G. Total	8475.00

As this damage to forest are done due to your carelessness and negligence which tentamounts to gross loss in revenue of the govt. exchequer, you are required to compensate the said loss.

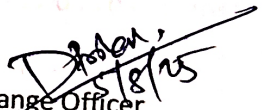
So, you are here by requested, to deposit a sum of Rs. 42375 /- (Forty two thousand Three hundred Seventy five) as fine before the undersigned in an early date.

Yours faithfully,


Range Officer
Jajpur Road Range

Memo No 587 / Date 5/8/25

Copy submitted to the Divisional Forest Officer, Cuttack for favour of kind information and necessary action.


Range Officer
Jajpur Road Range

LXO

(1P)
Rw
25/7/25 To

The Divisional Forest Officer
Cuttack

HZ


Sub: Inquiry report on execution of SMC works under OMBADC in Pacchikote DPF, Jajpur Road Range as per Agreement No.05-P1/2024-25 by Sri Biswajit Patra, 'B' (Diploma) Class Contractor, At/Po- Duburi, PS- Kalinga Nagar, Dist- Jaipur.

Sir,

On 24-07-2025 people of Korabandi Village made a complaint before the Range Officer, Jajpur Road that, the driver engaged by Sri Biswajit Patra, 'B' (Diploma) Class Contractor has caused huge damage to the forest. They also apprehended the driver and the machine. As per the telephonic instructions of your kind authority, I visited to the spot being accompanied by the concerned Range Officer and found that-

- 1- During execution of percolation pond the vehicle engaged by contractor has damaged some trees while marching.
- 2- This is due to negligent marching of the concerned driver.
- 3- Besides that, the soils, so excavated was not well stacked with stratification.
- 4- The concerned Range Officer was instructed to stop the work in the site with immediate effect.

Yours faithfully,


Asst. Conservator of Forests
Cuttack Forest Division

M/S. BISWAJIT PATRA

"B" Class Contractor

At/Po- Duburi, Ps- Kalinganagar, Dist. - Jajpur (Odisha- 755026)

Email- biswa4hawa@gmail.com, Mob- 8984172411

GSTIN- 21AXZPP5424H1Z4

To

The Divisional Forest Officer
Cuttack

Sub: Execution of SMC works under OMBADC in Pacchikote DPF, Jajpur Road Range as per Agreement No.05-P1/2024-25 by Sri Biswajit Patra, 'B' (Diploma) Class Contractor, At/Po- Duburi, PS- Kalinga Nagar, Dist- Jaipur.

Ref: Your Memo No 7249 Dt 30-08-2025.
Sir,

With reference to the letter on the captioned subject I am to state that, I have issued Work Order for execution of SMC work in Pacchikote DPF as per Agreement No.05-P1/2024-25. Accordingly, I have approached the Concerned Range Officer, Forester for identification of site and lay out of the said work.

Due to delay in start of the work, I have been corresponded to start and complete the work assigned to him before 08-03-2024 vide letter No. 480 D.t 20-01-2025. In reply, I have also intimated the reason of non-execution of the work is the dispute in the site as shown by the concerned Forester by local villagers vide my letter D.t 26-02-2025. I have also submitted the Prayer for Extension of Time along with said letter. The said villagers continued dispute with me from the very beginning for vested interest. Before March, I have completed only 17 Nos of Staggered Trench and 1100 mtr of Boundary Trench. In the month of July, I have resumed the work with due consultation of Range officer and Forester in the sites shown by them. On 24-07-2025, while my staffs were engaged in digging percolation pond as per the approved dimension in the DPR, some villagers came and tried to stop the work and argued with driver and threatened him. In the state of mental agony, he tried to escape from the spot. While on return marching, he inadvertently damaged some trees.

From the very beginning, I along with my staffs are very careful for the protection and caring of trees and wildlife. Neither I nor my staffs have ever attempted for any such damage to the trees and wildlife.

I also, once again reiterated that, *no such restriction has been imposed in the agreement to use the machine in the said work. Rather, I have made agreement to execute the work as per the volume and rate quoted therein. Nothing relating to the means of execution is mentioned in the agreement.*

True copy attested

AP 22.11.26
Divisional Forest Officer
Cuttack Forest Division

LX2

As this damage to forest are done due to your carelessness and negligence of my driver and being an obidient contractor and pro-forest person, I wish to compensate the said loss as per CLAUSE-15 of the agreement and ready to pay Rs. 42375 /- (Forty-two Thousand Three Hundred Seventy-five) as fine i.e. 5 times of the damaged property.

I further request to you kindly lessen the amount, and fine me the actual loss done by my driver i.e. Rs. 8475.00 instead of Rs. 42375 /-

Yours faithfully,

Biswanath Patra


15/09/2025

True copy attested

AP 22.1.22

Divisional Forest Officer
Cuttack Forest Division

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 भारतीय स्टेट बैंक
State Bank of India

(05757) - KALINGANAGAR
P.O. DUBURI EXPRESS CHOWK JAJPUR DIST
ODISHA 755026
Tel: 8726-224115 IFS Code : SBIN0005757

केवल 3 महीने के लिए ही / VALID FOR 3 MONTHS ONLY
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1 5 0 9 2 0 2 5
T2EJH

PAY

रुपये Fifty two thousand three Hundred Seventy
Five rupees only अदा करें ₹ 42,375/-

आ. नं. / A/C NO. 30530096206

SB ACCOUNT

PREFIX:
1515700009

VALID UPTO ₹ 10 LACS AT NON-HOME BRANCH FOR NON-CASH TRANSACTION ONLY

60269003503

Biswajit Patra

MR. BISWAJIT PATRA

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

Please sign above

⑈ 6 2 3 2 0 7 ⑈ 7 5 5 0 0 2 5 1 2 ⑈ 0 0 8 2 2 6 ⑈ 3 1

True copy attested



Divisional Forest Officer
Cutback Forest Division

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Annexure - D

By Mail

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ବନଖଣ୍ଡଅଧିକାରୀତଥାବନ୍ୟପ୍ରାଣୀଚରାବଧାରକଙ୍କକାର୍ଯ୍ୟାଳୟ, କଟକବନଖଣ୍ଡ, କଟକ
OFFICE OF THE DIVISIONAL FOREST OFFICER: CUTTACK FOREST DIVISION
AT: - GHATAKULA, NUAPADA, CUTTACK 753010
Tel:- 0671-2957611, Control Room:- 0671-2340343, Toll Free No.18003457473
Email: - dfo.cuttack@odisha.gov.in

Memo No 10116 / (IF ACCT.)

Dated, Cuttack the 26th November, 2025.

To

Sri Biswajit Patra, 'B'(Diploma) Class Contractor,
At/Po-Duburi, PS-Kalinganagar, District-Jajpur,
Pin-755026, Email:- biswa4hawa@gmail.com

Sub: -

Closure of Contract vide Agreement No. 05-P1 of 2024-25 for the work : "SMC works such as Graded Bund, Staggered Trench, Water Body, Contour Trench & Boundary Trench at Jajpur Road Section under Jajpur Road Range in the District of Jajpur under OMBADC Scheme for the year 2023-24 (DPR, 2022-23)".

Ref: -

- (i) This office Work Order No.10959, Dt.09.12.2024.
- (ii) This office Memo No.480, Dt.20.01.2025.
- (iii) This office Memo No.5980, Dt.09.07.2025.

Sir,

The above noted work has been assigned to you vide Agreement No-05-P1/2024-25 with due date of commencement 09.12.2024 and the date of completion 08.03.2025. It is observed that within the stipulated period of 08.03.2025, no progress of work was made by you towards the given contract of works.

Again on dated 23.07.2025 the Range Officer, Jajapur Road Range reported that out of following items only in Contour Trench 1100 Mtr. and 17 Nos. of Staggered Trenches work have been completed. Hence no substantial progress made by you till 23.07.2025.

On dt.24.07.2025 Range Officer reported that damage to 66 Nos. of trees made by you during carelessness in execution of work and compensation of Rs.42,375/- has been realized vide Cheque No.623207 of SBI, Duburi Jajpur. Till date you have not applied any Time Extension in proper format as per the agreement for completion of work.

Hence, considering the above facts the agreement made with you for execution of SMC work in Pachhikote DPF is hereby rescinded and closed.

Yours faithfully,

AP 26.11.25

Divisional Forest Officer,
Cuttack Forest Division

Memo No. 10117 (2) / Date. 26.11.2025

Copy submitted to the Chief Executive Officer, State CAMPA Authority, O/o the Principal Chief Conservator of Forests & HoFF, Odisha / Regional Chief Conservator of Forests, Angul Circle for favour of kind information and necessary action.

AP 26.11.25

Divisional Forest Officer,
Cuttack Forest Division

Memo No. 10118 / Date. 26.11.2025

Copy forwarded to the Range Officer, Jajpur Road Range for information and necessary action.

AP 26.11.25

Divisional Forest Officer,
Cuttack Forest Division

True copy attested

AP 22.11.26

Divisional Forest Officer
Cuttack Forest Division

FORM NO. O.G.F.R.-2
[See Rule-63]

4/8

To

The Additional Chief Secretary to Govt. of Odisha,
Forest, Environment and Climate Change Department, Bhubaneswar.

Sir,

In pursuance of Notification No. FE-FE1-FE-0098-2018/9528/FE & CC dt.24.04.2025 of Government of Odisha, Forest, Environment and Climate Change Department, Bhubaneswar, I / We have this day, the 29.04.2025 in the forenoon made over and taken over charges of office of the Divisional Forest Officer, Cuttack Forest Division.

Yours faithfully,

AP
29.04.2025
(Sri Anil Kumar Ray, OFS-I (SB)
Dy. Conservator of Forests
(Relieving Officer)

P. Arthanari
29/4/25
(Sri P.Arthanari, IFS)
Conservator of Forests
I/c Cuttack Forest Division
(Relieved Officer)

ADDITIONAL INFORMATION TO BE FURNISHED IN RESPECT OF TAKING OVER OF GOVERNMENT MONEY.

I (Relieving Officer) acknowledged to have been received Rs. Nil
(Rupees. Nil) Only in cash only and the full amount of such advance/cash is due from and to be accounted for by me.

Cuttack
Dtd.29.04.2025

AP
29.04.2025
(Sri Anil Kumar Ray, OFS-I(SB)
Dy. Conservator of Forests
Relieving Officer

Contd....P2.

NOTIFICATION

Bhubaneswar, Dated the 24.04.25

No - FE-FE1-FE-0098-2018 9528 /FE&CC, Sri Anil Kumar Ray, OFS-I (SB), Dy.CF, O/o DFO, Cuttack is posted as Divisional Forest Officer, Cuttack (T) Division until further orders against the existing vacancy.
No. 9529 /FE&CC, Sri Ajit Bisi, Dy.CF, O/o the PCCF (WL) & CWLW, Odisha is hereby transferred and posted as Divisional Forest Officer, Bolangir (T) Division until further orders against the existing vacancy.

By order of the Governor

Joint Secretary to Government

Memo No. 9530 /FE&CC, Dated 24.04.25
Copy forwarded to the A.G. (A&E), Odisha/ A.G. (Audit-I & II), Odisha, Bhubaneswar for information & necessary action.

Joint Secretary to Government

Memo No. 9531 /FE&CC, Dated 24.04.25
Copy forwarded to the P.S. to Hon'ble Chief Minister for kind information of Hon'ble Chief Minister/P.S. to Hon'ble Minister, Forest, Environment & Climate Change, L&ES for kind information of the Hon'ble Minister.

Joint Secretary to Government

Memo No. 9532 /FE&CC, Dated 24.04.25
Copy forwarded to the P.S. to the Chief Secretary, Odisha for kind information of Chief Secretary/ P.S. to the Addl. Chief Secretary to Govt., FE&CC Deptt. for kind information of ACS/ Director, Environment, FE&CC Deptt./OSD-cum Special Secretary to Government, FE&CC Deptt./Special Secretaries/ Additional Secretaries/Joint Secretaries to Government, FE&CC Department for kind information and necessary action.

Joint Secretary to Government

Memo No. 9533 /FE&CC, Dated 24.04.25
Copy forwarded to the GA & PG (SE) Deptt. for information and necessary action.

Joint Secretary to Government

Memo No. 9534 /FE&CC, Dated 24.04.25
Copy forwarded to the PCCF & HoFF, Odisha/PCCF (WL) & CWLW, Odisha/PCCF (KL), Odisha/MD, OFDC Ltd/ Member Secretary, SPCB, Odisha/Chairman, OBB, Bhubaneswar/PD, OFSDP, Odisha/Chief Executive, Chilika Development Authority /CE, RPRC Bhubaneswar/Director, Nandankanan/ State Silviculturist, Odisha Bhubaneswar /CE, SMPB, Bhubaneswar/PD, WFP-cum-SMD, OBDA, Bhubaneswar/ CEO, OMBADAC All RCCFs/ All CF, KL/ All DFOs Teritorial/KL/Wildlife Divisions/for information & necessary action.

Joint Secretary to Government



29/04/2025


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Memo No. 9535/FE&CC, Dated 24.04.25
Copy forwarded to the OIC, State Portal NIC, IT Department, Odisha Secretariate for information and necessary action.

The OIC, State Portal NIC, IT Department, Odisha Secretariate is requested for publication of the Notification in the website of Forest, Environment & CLimate Change Department.

Memo No. 9536/FE&CC, Dated 24.04.25
Copy forwarded to the Officers concerned for information and necessary action.


24/4/2025
Joint Secretary to Government


24/4/2025
Joint Secretary to Government



**Subject: Submission of Inspection Report in Compliance with NGT
Case No. 170 of 2025**

In compliance with the directions of the Hon'ble National Green Tribunal (NGT) in Case No. 170 of 2025, the committee was constituted for joint inspection. This committee comprised of **Shri V. Karthick IFS, Conservator of Forests, PSM** representing the Principal Chief Conservator of Forests, Head of Forest Force, State of Odisha and **Shri Shashi Shankar IFS, Dy Inspector General of Forests, Regional Office, Bhubaneshwar** on behalf of Ministry of Environment, Forest & Climate Change, (Integrated) Regional Office, Bhubaneshwar. The committee visited the site on 28.11.2025 and conducted the required field inspection.

Brief of the Case :-

The site, from where the contextual incident is reported, is located within Pacchikote Demarcated Protected Forest (DPF) of Jajpur Road Beat and Jajpur Road Section of Jajpur Road Range under Cuttack Forest Division. The part of the forest area falls within the ambit of Korabandi Van Surakhya Samiti(VSS) and supports good vegetation comprised of Sal pole crops.

Certain Soil and Moisture Conservation (SMC) related works, as highlighted in the DPR, were sanctioned and the execution work was awarded to Sri Biswajit Patra B Class Contractor under the Scheme OMBDAC in 2023 - 24. (Contract Order – **ANNEXURE 01**)

As per the contract, the entire SMC work has to be executed within specified time limit which was between 09.12.2024 and 08.03.2025. But the Contractor failed to comply this dateline and delayed the work for which the Divisional Forest Officer issued one letter vide Letter No 480 dated 20.01.2025 to the Contractor. (**ANNEXURE 02**)

To this letter the contractor replied the delayed in execution of work due to the problems created by local people vide his letter No dated 26.02.2025 (**ANNEXURE - 03**).

Subsequently the contractor started the work in the months of June and July spontaneously without taking any sanction from the forest department to execute SMC related works in forest area during monsoon. In process of digging for some water harvesting structures inside forest, few trees were uprooted and few damaged. As soon as the matter came in knowledge of the forest department, the Range Officer took cognizance of the situation and issued one show cause notice vide his letter No. 527 dated 24.07.2025 to the contractor for violating the contract by damaging 66 trees (**ANNEXURE 04**).

Further, the Range Officer made assessment of the loss incurred to the forest caused by unmindful work execution by the contractor and imposed a penalty of Rs 42,375/- to the contractor vide Letter No 586 Dated 05.08.2025 (**ANNEXURE 05**). The contractor accepted the folly made and deposited the penalty vide Cheque No 629207 of SBI Duburi Jajpur (**ANNEXURE 06**).

Subsequently, taking serious note of the damage done to the good Sal forest in endeavor of executing non-essential SMC works in the area, the DFO cancelled the contract vide Letter No 10116 dated 26.11.2025 (**ANNEXURE 07**).

A) Site Inspection and Observations made .

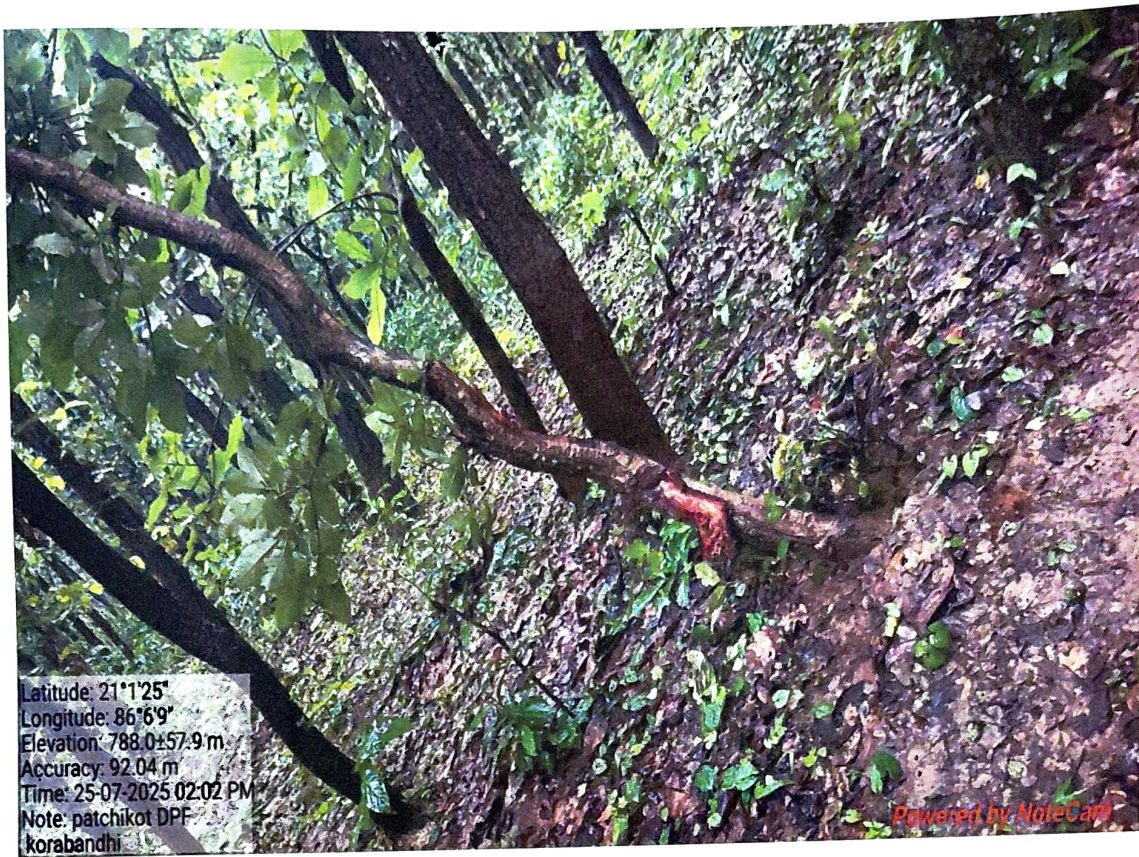
The following observations are respectfully submitted

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The inspection team visited the site (see Figure 08 -Map of the site) and observed damage to certain trees, including stripping of bark on one side and damage to some pole crops. These damages occurred during the course of SMC work execution and due to vehicular movement within the dense forest area. The photographs are as follows







B) Assessment and Recovery of Damages:

Damage compensation was assessed by the Divisional Forest Officer (DFO) and recovered from the contractor. Subsequently, the contract has also been cancelled by the DFO.

C) Delay in Execution and Execution and Poor Supervision:

The awarded work was delayed by the contractor, resulting in late execution of operations in unfavorable season. The delay, coupled with poor planning, execution and supervision of works, made some damage to the forest area which was quantified by the forest department. The DFO has already taken cognizance of the damage to forest and has issued show-cause notice to the concerned staff for wrong selection points, delayed execution and inadequate supervision, (**ANNEXURE 09**). Action is being pursued as per departmental procedures.

D) Coordination with VSS:

The Range Officer conducted a meeting with the Vana Surakhya Samiti (VSS). It was ascertained from the interaction with villagers that regular coordination meetings and their involvement during and after execution of works are necessary for ensuring proper monitoring and smooth implementation of work that was missing in the present case.

E) Withholding of Payments:

In view of the delay in execution and the damage caused to poles and trees, the DFO has withheld all payments to the contractor apart from realizing the penalty.

F) Site Quality and Requirement of Works:

The site quality of the crop ranges between I/II. Considering the crop conditions and close proximity to a larger waterbody, no further soil moisture conservation works are required at this location. It is recommended that such works be shifted to other suitable forest blocks.

G) Recommendations for Future Compliance:

To avoid recurrence of similar issues, the following measures are recommended:

- Regular patrolling and intensified supervision of works.
- Proper assessment of site suitability prior to execution of future works.
- Active involvement of the VSS at all stages of planning and execution.
- Forestry works are highly sensitive in nature and hence no such works should be left for execution in forests to the contractors alone. Contractors should be continuously be guided and their work should be monitored continuously.

This report is submitted for the kind consideration of the Hon'ble Tribunal.


V. Karthick, IFS
Conservator of Forests, PSM
Office of PCCF (HoFF), Odisha

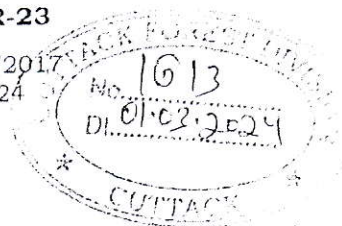
Digitally signed by
 Shashi Shankar Pathak
 Date: 10-12-2025
 18:42:01
Dy. Inspector General of Forests,
Regional Office, Bhubaneswar.

JN



FOREST HEAD QUARTERS, ODISHA
OFFICE OF THE PRINCIPAL CHIEF CONSERVATOR OF FORESTS
ARANYA BHAWAN, BHUBANESWAR-23

Memo No. 5064 / 10F (CAMPA) -67/2017
Bhubaneswar Dated 01st March, 2024



To
The Regional Chief Conservator of Forests,
Angul Circle

Sub: Revised DPR for execution of SMC interventions under OMBADC in
Cuttack Forest Division during 2023-24

Ref: Your memo no 743/1F(P)-15/2023 dated 23rd February, 2024

The revised DPR on SMC work 2022-23 of Cuttack Division forwarded by
you was examined by this office and the observations made are furnished below for
necessary compliances.

- (i) It is observed that the number of different interventions prescribed in the DPR has been reduced or increased that need to be justified by the DFO. The list of interventions prescribed in the DPR and interventions suggested is enclosed in Annexure-A. The DFO is to justify the deviation in each of the intervention. Further, decrease of dimension of waterbody is to be justified.
- (ii) The Geo-locations of each intervention sites are to be reported for LBCD, Wire mesh LBCD, Sub Surface Dyke, Water body. In case of Staggered Trench, the geo coordinates of periphery of interventions (i.e. the plantation area where trenches are dug) along with KML file is to be provided. For Contour Trench, Cattle proof Trench, Earthen Bunds, the geo coordinates of those linear interventions are to be mentioned in every 30 meter.
- (iii) The map of Catchment Area showing interventions proposed is to be submitted.

The compliances to the above observations are required to be furnished immediately for record and necessary consideration at this end.

Encl: As above

Memo No 5065 Dated 01.03.2024

Copy forwarded to Divisional Forest Officer, Cuttack Division for information and necessary compliance.

~~MC~~
Chief Executive Officer,
State Authority, CAMPA

~~MC~~
Chief Executive Officer,
State Authority, CAMPA

True Copy attested
AP 22.1.26
Divisional Forest Officer
Cuttack Forest Division



OFFICE OF THE REGIONAL CHIEF CONSERVATOR OF FORESTS, ANGUL CIRCLE.

Memo No. 743 /IF(P)-15 /2023 Dated 23.02.2024

To

The Chief Executive Officer, State Authority, CAMPA
O/o the Principal Chief Conservator of Forests, Odisha

Sub:

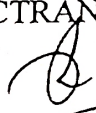
Submission of revised DPR for execution of SMC interventions under OMBADC during 2023-24.

Ref:

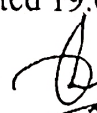
Memo No.1568 dated 19.02.2024 of the DFO, Cuttack Division.

In inviting a reference to the above cited subject, the proposal submitted by the Divisional Forest Officer, Cuttack Division regarding revised DPR for execution of SMC interventions under OMBADC during 2023-24 is recommended herewith for your kind approval.

Encl :- Two set of revised DPR along with DPR prepared by CTRAN.



23/2/24
Regional Chief Conservator of Forests,
Angul Circle.

Memo No. 744 /Dated 23-2-24
Copy forwarded to the Divisional Forest Officer, Cuttack Division for information with reference to his memo No.1567 dated 19.02.2024.


23/2/24
Regional Chief Conservator of Forests,
Angul Circle.

Received,
Prd. 26/2/24

True Copy attested


22.1.26

Divisional Forest Officer
Cuttack Forest Division

Revised

**Detail Project Report (DPR)
for SMC Works under Compensation
Money through OMBADC Funding
For the Year 2023-24 (DPR of 2022-23)**

Cuttack Forest Division

Prepared by:

**Divisional Forest Officer
Cuttack Forest Division**

True copy attested
Asst. Div. Officer
22-1-20
**Divisional Forest Officer
Cuttack Forest Division**

**GENERAL ABSTRACT OF SMC WORKS UNDER OMBADC
FUND 2023-24 (DPR OF 2022-23)**

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Name of Range	Amount	
	Approved DPR (CTAN)	Proposed
Dalijora Range	3,73,25,403.05	3,62,72,744.14
Jajpur Road Range	1,07,05,100.00	1,06,76,824.70
Sukinda Range	4,64,68,237.15	4,50,48,514.94
Tomka Range	3,13,51,946.30	3,32,80,811.93
Total:-	12,58,50,686.50	12,52,78,895.71

**DIVISION ABSTRACT OF SMC WORKS APPROVED
(CTAN) UNDER OMBADC FUND 2023-24 (DPR OF 2022-23)**

CUTTACK DIVISION STRUCTURE COST INCLUDING CONTRACTOR PROFIT OVERHEAD CHARGES & LABOUR CESS	12,58,50,686.50
GST @18%	2,26,53,123.57
5% Management Cost	62,92,534.33
Division Budget	15,47,96,344.40
Say:-	15,47,96,344.00

**DIVISION ABSTRACT OF PROPOSED SMC WORKS UNDER
OMBADC FUND 2023-24 (DPR OF 2022-23)**

CUTTACK DIVISION STRUCTURE COST INCLUDING CONTRACTOR PROFIT OVERHEAD CHARGES & LABOUR CESS	12,52,78,895.71
Total:-	12,52,78,895.71
Add OGST 9%	1,12,75,100.61
Add CGST 9%	1,12,75,100.61
Total:-	14,78,29,096.94
Say:-	14,78,29,097.00
Add Contingency, Monitoring, Evaluation, Documentation etc. 2%	25,05,577.91
G.Total:-	15,03,34,674.91
Say:-	15,03,34,675.00


 Divisional Forest Officer
 Cuttack Forest Division

True Copy attested.

22.11.20
 Divisional Forest Officer
 Cuttack Forest Division



BEFORE THE NATIONAL GREEN TRIBUNAL,
EASTER ZONE BENCH, KOLKATA

Original Application No. 170 /2025/EZ

Bhagabat Swain & Ors.

APPLICANT

VERSUS

State of Odisha & Ors

RESPONDENTS

VAKALATNAMA

KNOW ALL to whom these presents shall come that I, Anil Kumar Ray, do hereby appoint:

MR. SATATYA ANAND AND MR. NIKHIL ARADHE

Advocates

K-19, LGF, K Block, Jungpura Extension, New Delhi- 110014,
Mob. No.: +91-9454207440/9406712068, Email: satatya@satatyaanand.in /
nikhilaradhe@gmail.com

[hereinafter called the Advocate(s)] to be my Advocate(s) in the above noted case and authorise them:-

- To act, appear and plead in the above noted case in this Court or in any other Court or the appellate courts in which the same may be tried or heard.
- To sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions, review, revision, withdraw compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the execution of the said case in all its stages subject to payment for fees for each stage.
- To file and take back document, to admit &/or deny the documents of opposite party.
- To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.
- To take execution proceedings.
- To deposit, draw and receive moneys, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.
- To appoint and instruct any other legal practitioner or person authorising him to exercise the power and authority hereby conferred upon the Advocate whatever they may think fit to do so & sign the power of attorney on

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And I the undersigned do hereby agree to ratify and confirm all acts done by the Advocates or their substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

And I undertake that I/we or my/our duly authorised agent would appear in court on all hearings & will inform the Advocate for appearance when the case is called. And I undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whatever ordered by the Court shall be of the Advocate he shall receive and retain for himself.

And I the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above court for a period of three years only. I hereby agree that once the fee is paid I will not be entitled for the refund of the same in any case whatsoever.

IN WITNESS WHEREOF I do hereunto set my/our hand to there presents the contents of which have been understood by me/ us on this 22th day of January, 2026.

Accepted subject to terms of fees.

Anil Kumar Ray

CLIENT
Divisional Forest Officer
Cuttack Forest Division

Satya Anand
Satya Anand
Advocate
(En No:
UP/06762/2019)

Nikhil Aradhe
Nikhil Aradhe
Advocate
(En No: MP/4710/2021)



OMBADC Cell, JAJPUR

Ph. - 06728-222227, 222001, Fax - 222087

E-mail: ombadccelljajpur@gmail.com, Website: www.jajpur.odisha.gov.in



Letter No. OMBADC/241 /2025

Dt. 06 / 12 /2025

To

The Divisional Forest Officer
Cuttack

Sub: Letter of Authorization to file the reply against the OA No. 170/2025/EZ before the NGT, Eastern Zone, Kolkata

Ref: Original Application No 170/2025/EZ before the National Tribunal, Eastern Zone Branch, Kolkata and Letter No 200/2025 of OMBADC Cell, Jajpur.


Sir,

With reference to the subject cited above, it is to inform you that the next hearing for the OA No. 170/2025/EZ Bhagbat Swain & Others Vs the State of Odisha & Others before the National Tribunal, Eastern Zone Branch, Kolkata, is scheduled on 11/12/2025. In its previous hearing dated 26/09/2025, a joint committee was formed to visit the site and submit its detailed report. It is also directed at all the respondents to file their independent replies/counters before the next hearing.

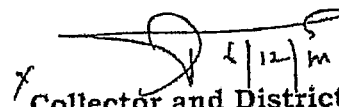
In this respect, you being the prime party in the case, as the executive agency and decision maker of the project in concern, I authorize you to file the counter affidavit via the assigned counsel on behalf of the Respondent No. 3 before 11/12/2025.

Enclosure: OA No. 170/2025/EZ before the NGT, Eastern Zone, Kolkata

Yours Faithfully,


Collector and District Magistrate
Jajpur

Memo No. 242 /Dt. 06/12/2025
Copy to the Additional District Magistrate(Gen), Jajpur for kind information.


Collector and District Magistrate
Jajpur