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SL 389

# OFFER NOTICE

For

RUBBER CULTIVATION THROUGH PRIVATE PARTICIPATION  
IN CHITTAGONG HILL TRACTS ON  
LEASE BASIS

SL. NO. 389

BFIDC, Rubber Plantation and Processing Project,  
103, Elephant Road,  
Dacca. 1979

NOTICE FOR OFFERS FROM PRIVATE ENTREPRENEURS FOR  
DEVELOPMENT OF RUBBER PLANTATION IN UNCLASSIFIED  
STATE FORESTS OF CHITTAGONG HILL TRACTS  
DISTRICT ON LEASE BASIS

Fresh offers are invited from private entrepreneurs for cultivation of rubber and processing of latex in the unclassified state forest land of Chittagong Hill Tracts District specially in mouza—Fashia Khali No. 286, Sangoo No. 286, Idgarah No. 283, yancha No. 284, Alikheong No. 280, Baghkali No. 279, Baisari No. 278, Naikhyongchari No. 270, Pagli No. 273, Rezu No. 268, Tambru No. 271, and Gundang No. 267, or in any other mouza of Chittagong Hill Tracts on lease basis initially for a period of 40 years.

Any individual entrepreneur may offer for a maximum area of 100 (One hundred) acres of such state Forest land which will be developed within a period of 5 years from the date of delivery of the land to the selected entrepreneurs.

Intending entrepreneurs shall apply in the prescribed application form available with the offices of Project Director, BFIDC Rubber Planting Project, 103, Elephant Road, Dacca-5 (Telephone Nos. 316027 and 310789, Telegraphic Address: RUBBER, DACCA), Deputy Commissioner, Rangamati, Chittagong Hill Tracts and Conservator of Forests, Eastern circle, Forest Hill, Nandankanan, Chittagong, on payment in cash of Tk. 300/- (Taka Three hundred) only (Non-refundable) for each form provided that an entrepreneur who applied previously for such land for rubber cultivation on production-sharing basis by depositing an amount of Tk. 250/- (Taka Two hundred and fifty) only (Non-refundable) may obtain the application form for the present purpose on payment in cash of an amount of Tk. 50/- (Taka fifty) only (Non-refundable) from the above mentioned offices.

The application forms will be available up to 30th August, 1979 and the last date of receiving the application duly filled in by the Project Director, Rubber Planting Project, 103 Elephant Road, Dacca-5, is 15th September, 1979, during office hours on any working day. Any application received after expiry of the date and time herein specified shall be treated as invalid.

The receipt of the money paid for the application form shall have to be attached with the application.

(BAHAUDDIN CHOWDHURY)  
Member Secretary, Standing Committee,  
and  
Project Director  
Rubber Plantation and Processing  
Project of BFIDC  
103, Elephant Road, Dacca-5.

APPLICATION FOR TAKING LEASE OF LAND FOR RUBBER CULTIVATION BY PRIVATE PARTICIPATION

1. Name of the Applicant/Firm ... EDUL ISLAM CHOWDHURY
2. Nationality : ... BANGLADESHI ...
3. Address of the applicant/Firm 310, PURBA NAKHALPARA, DACEA  
VILL
4. Name of Owner/Partners/Directors with address : ( in case of Firm ) ... X ...
5. Telephone No./Telegraphic Address of the applicant/Firm : ... 310, PURBA NAKHALPARA, DACEA ...
6. Type of firm whether sole ownership/partnership/private of public Company ( Enclose certified copy of the partnership/deed/memorandum and articles of association ) : SOLE OWNERSHIP
7. Financial arrangements and certificates from bank other financial institution on the financial ability as per proforma attached : 40% of investment cost will be invested by the owner from his own resources and 60% will be borrowed either from agriculture bank or from any other loan giving agencies.
8. State preference about :—
  - (a) Extent of area, (b) Police Station (A) 100 Acres
  - (c) Name and No. of mouza (Attach map) (B) Mouza No. 281 of KALAPAN P.S.  
(C) Mouza No. 286 of Fashia Khali in BENISARA CHITTAGONG HILL TRACT

KAMRUZ HASAN

9. Experience/Arrangement of technically competent persons for development of Rubber Plantation. *Sharif and Afzal Khan (Ag.) in 2000, agree to work under my project, their data will be submitted in the enclosed*

10. Annual schedule of work including raising Rubber Plantation ( in Acres ):

	NURSERY	PLANTATION
(a) 1st Year	100 Beds	
(b) 2nd Year	100 Beds	20 Acres
(c) 3rd Year		25 Acres
(d) 4th Year		20 Acres
(e) 5th Year		20 Acres
		<u>95 Acres</u>

For an alternate works, balance 5 acres will be utilized.

11. Estimated financial investment:-

(a) 1st Year	TK 2,24,750.00
(b) 2nd Year	TK 1,85,150.00
(c) 3rd Year	TK 2,21,680.00
(d) 4th Year	TK 2,34,190.00
(e) 5th Year	TK 2,55,380.00
	<u>11,21,150.00</u>

*Payback period*

...the terms and conditions attached herewith...

*2000/01*

Date: 28/05/2003

*KAMRUZ HASAN*

Signature of the applicant.

*Signature*

**TERMS AND CONDITIONS**

1. No application for cultivation of Rubber by private participation shall be entertained unless it is submitted in prescribed form and accompanied by money receipt in support for an application form.
2. Private/Public company submitting application for the purpose shall be registered/incorporated in Bangladesh under the Companies Act, 1913.
3. The applicant may indicate preference for any region ( Ramgar or Bandarban subdivision ) and quantity of land but the Government shall always have the right at its option to determine the region or the quantity of land to be leased out.

4. Land for Rubber Plantation will be given to the applicants on lease initially for a period of 40 years subject to renewal of lease on expiry of that period on such terms and conditions as may be determined by the Government.
5. The land leased out shall be developed by the lessee for establishing Rubber Plantation and ancillary activities connected with Rubber Cultivation as per instruction contained in the "Rubber Plantation guide Book" supplied herewith and also under the supervision and direction of Bangladesh Forest Industries Development Corporation (BFIDC).
6. To ensure adherence to work and plantation schedule (item 10) of the application form and to ensure the appropriate utilization of the land leased out the lessee shall be required to pay upon issue of allotment letter within 15 days a Security @ Tk. 10,000/- per 100 acres. The security money shall have to be pledged to the project Director, Rubber Plantation and processing project, BFIDC in any Government security. For the applicants belonging to CHT tribes and adibashi Bangalee the security deposits will be at half the above rate.
7. The security money will remain pledged to Project Director Rubber Plantation and Processing Project, upto the end of 6th year.
8. The security deposit shall be returned at the end of the 6th year if all the contractual obligations are fulfilled by the lessee i. e. as he completes work according to work and plantation schedule as provided in item No. 10 of the application form.
9. Should the lessee fail to perform obligations under the Agreement the security deposit shall stand forfeited either in part or in full as will be determined by the Government.
10. The forest produces available in the area leased out will be assessed by the Forest Deptt. at Government schedule of rate beforehand and the lessee shall have to pay to the Forest Deptt. for the produces in 3 equal annual instalments; the first instalment will have to be paid within a month from the date of signing the Agreement and thereafter on or before every twelfth month. The produces can be removed only from the area that will be required to be cleared as per plantation and ancillary activities programme.
11. The lessee will develop rubber plantation and processing facilities at their own cost in accordance with the schedule.
12. In the event of violation of any of the terms and conditions of the Agreement, the Agreement shall become liable to termination and the land shall stand reverted free from all encumbrances to Government and the security deposit shall stand forfeited to Government.
13. The Lessee shall have to execute and sign an Agreement with the Government or any person or body or any other agency authorised by the Government in the prescribed form.

14. The Lessee shall allow and assist the authorised representative of the Govt./BFIDC/any agency authorised by the Government to inspect all or any part of the area covered by the Agreement.
15. The Lessee shall submit such reports relating to operation and management of plantations as may be required by Government/BFIDC/any agency authorised by the Govt.
16. The Lessee shall give preference to local people in matter of employment.
17. The Lessee shall pay the expenses for removal from the area of such bonafide local settlers as is considered necessary for the facilities of Plantation works and shall compensate such settlers as determined by the Dy. Commissioner, Chittagong Hill Tracts.
18. (a) The Lessee shall keep proper accounts showing a true and fair view of Rubber Plants raised in the Plantation in each financial year.
18. (b) The Lessee shall also provide BFIDC with a half yearly progress report in the prescribed form.
19. (i) The Lessee shall have to pay salami for the leased land at the rate as fixed in accordance with the prevailing procedure and rules.  
(ii) Salami shall be charged at 100 percent of market value, 10 percent of which shall be payable in the 1st year and the balances shall be payable at 5 percent from the 8th to 17th years and at 10 percent in the 18th to 21st years. Usual raiyati rate of rent shall apply to land settled under this clause, but rent for the first seven years shall be realised along with rent of 5th to 14th years.
20. (i) Failure to pay the instalments in the manners and time specified in clause 11 and 20 (i) to (ii) shall empower the Government to terminate the Agreement without any let or hindrance-legal and financial.  
(ii) In the event of failure to pay instalments on the due dates for any extraordinary reasons, to be informed in writing to the Dy. Commissioner Chittagong Hill Tracts, the Lessee may be allowed a grace period of 30 days for paying the instalment falling in arrear but for the period of default upto a limit of 30 days an interest @ 15% on entire due amount shall be charged which is to be paid along with the instalment. Upon expiry of the grace period the agreement shall stand cancelled and the leased land shall revert to the Government (the lessee shall be ejected) and all amount payable by the Lessee to the Government shall be recovered under P. D. R. Act.
21. In case the agreement is determined or not renewed all the planted Rubber trees shall automatically become the property of the Government and the Lessee shall have no claim for compensation whatsoever.
22. The Lessee shall submit a 10 year operational plan alongwith the application form for establishment of rubber plantation and processing unit if any with annual phasing of plantations, estimated investment cost and estimated production of Rubber (DRC).

(6)

23. The applications will be scrutinised by the Standing Committee and the Standing Committee shall recommend to the Government giving lease of land to the most suitable applicants on receipt of approval from Government.
24. The Government shall reserve the right to reject any application without assigning any reason whatsoever and the decision of the Government in this regard shall be final and binding upon the applicants.

**BAHAUDDIN CHOWDHURY**

Member Secretary, Standing Committee  
and

**Project Director**

Rubber Plantation & Processing Project, BFIDC, Dacca.