

National Agricultural Products (Amendment No. 2) Regulations 2016

GN No. 182 of 2016

Government Gazette of Mauritius No. 77 of 1 September 2016

THE NATIONAL AGRICULTURAL PRODUCTS REGULATORY OFFICE ACT

Regulations made by the Minister under section 24 of the National Agricultural

Products Regulatory Office Act

1. These regulations may be cited as the National Agricultural Products (Amendment No.

2) Regulations 2016.

2. In these regulations -

—principal regulation means the National Agricultural Products Regulations 2013.

3. Regulation 2 of the principal regulations is amended by in setting, in the appropriate

alphabetical order, the following new definition –

—co-operative society includes a co-operative credit society;

4. Regulation 6 of the principal regulations is amended by adding the following new

paragraphs, the comma at the end of paragraph (b) being deleted and replaced by a semicolon

-

(c) a co-operative society with a cultivator of green leaves;

(d) a co-operative society with a producer of tea products,

5. Regulation 33 of the principal regulations is amended –

(a) in paragraph (1) -

(i) in subparagraph (a), by inserting, after the word “basis”, the words —not later than

the end of the month

(ii) in subparagraph (b)(ii), by deleting the words —31 December and replacing them

by the words —20 December ;

(b) in paragraph (3), in subparagraph (b)(ii), by deleting the words —31 December and

replacing them by the words —24 December .

6. The First Schedule to the principal regulations is amended, in Part I, by adding the

following new item and its corresponding entry –

Export of tea products 5,000 per contractual tea year

7. The Second Schedule to the principal regulations is amended, in Part II, in item 2 –

(a) by deleting the following sub-item and its corresponding entry

(h) green tea products in 40 per kg or part thereof

packets of 125 grammes

and replacing it by the following sub-item and its corresponding entry -

(h) green tea products 40 per kg or part thereof

packets of 1 kg or above

(b) by deleting the following item and its corresponding entry -

3. Export of tea products 5000 per contractual tea year

8. The Third Schedule to the principal regulations is amended -

(a) in Part II, in paragraph 7 -

(i) in subparagraph (a) by deleting the words —and in any case not later than the fifth

of the following month, ;

(ii) in subparagraph (a), by deleting the words —31 December and replacing them by

the words 24 December;

(b) in Part III, in paragraph 12 -

(i) in subparagraph (a), by deleting the words —and in any case not later than the

fifth of the following month, ;

(ii) in subparagraph (c), by deleting the words —31December and replacing them by

the words 20 December ;

(c) by adding Parts IV and V set out in the Schedule to these regulations.

9. These regulations shall come into operation on 1 September 2016.

Made by the Minister on 23 August 2016

FIRST SCHEDULE

[Regulation 8(c)]

PART IV

CONTRACT BETWEEN CO-OPERATIVE SOCIETY AND

CULTIVATOR OF GREEN LEAVES

CONTRACT BETWEEN

Mr/Msresiding at

.....President of

.....Credit Tea Marketing

Co-operative Society (CTMCS), registration number

AND

Mr/Ms.....residing at

.....,Secretary

Of CTMCS, hereinafter called the Co-operative Society.

ON THE ONE PART

AND

Mr/Ms.....holder of

National Identity Card number.....and

residing at.....hereinafter called, the

Cultivator.

ON THE OTHER PART

It is hereby agreed between the Co-operative Society on the one part and the cultivator on the

other part that -

(a) the Cultivator is a member of the Co-operative Society and is licensed with the National

Agricultural Products Regulatory office (NAPRO);

(b) the Cultivator undertakes deliver to the Co-operative Society during the contractual year

all green leaves plucked on a portion of land of an aggregate area of.....

.....Arpents, situate atin the

the district ofand yielding approximately

..... kilogrammes of green leaves per contractual year;

(c) the green leaves shall be delivered to the Co-operative Society at a place and time

convenient to both parties. The Co-operative Society or his duly authorised agent shall

check and weigh the green leaves and shall issue a receipt in a form as NAPRO may

approve, for every consignment of green leaves received from the Cultivator;

(d) the Cooperative Society and the cultivator shall be bound by the weight recorded on the

receipt unless at the time of issue of the receipt, either the Co-operative Society or the

Cultivator raises an objection as to the weight recorded;

(e) the Co-operative Society and the Cultivator agree, in the event of an objection as to the

weight being recorded and which is not settled between both parties to refer the matter to

the NAPRO for adjudication;

(f) where the transport of the green leaves is undertaken by the Cooperative Society, the

Cultivator shall pay to the Co-operative Society the cost of the transport at such rate as

may be agreed between the parties with the approval of NAPRO;

(g) the Co-operative Society and the Cultivator shall fix the date, time and the rate or delivery

of the green leaves. In the event of any dispute arising with regard to the date, time and

rate of delivery, the dispute shall be referred to NAPRO for adjudication;

(h) the Co-operative Society shall be entitled to refuse green leaves which are not conformed

to the standard laid down by NAPRO. In the case of dispute, the matter shall be referred to

NAPRO for adjudication;

(i) the Cultivator undertakes, on receipt of a notice under paragraph (j), to cease the plucking

of green leaves until he receives notice from the Co-operative Society or his duly

authorised agent of alternative arrangements;

(j) the Co-operative Society undertakes, in the event of any notice of stoppage at the factory to

-

(i) give notice of the stoppage to the Cultivator: and

(ii) arrange with the Producer to take delivery of such quantity of green leaves already

plucked;

(k) the Co-operative Society may deduct on account at its surface moisture content 3 per cent

of the net weight of green leaves recorded on the scale as same shall be deducted by the

Producer;

(l) the Co-operative Society shall -

(i) at the end of every month, pay to the Cultivator any amount due on account of the

minimum interim price fixed by NAPRO at the beginning or during the course of the

contractual year for green leaves supplied during the month;

(ii) pay to the Cultivator, not later than 31 August following the end of the contractual

year, a first partial payment of the final price as NAPRO may determine;

(iii) where the final price is not determined by 30 November following the end of the

contractual year, pay to the Cultivator, not later than 24 December following the end

of that year, a second partial payment of the final price as NAPRO may determine;

(iv) pay to the Cultivator the final price as NAPRO may determine, at latest within one

month after the publication of the final price in the Gazette. Payment shall be effected

after deduction of partial payments made under subparagraphs (ii) and (iii);

(m) the Co-operative Society shall be entitled to deduct any amount advanced to the Cultivator

from any money accruing to the Cultivator including transportation cost, if any;

(n) both the Cultivator and the Co-operative Society shall abide by the NAPRO's adjudication

under paragraphs (e), (g) and (h) of this Contract;

(o) both the Cultivator and the Co-operative Society shall strictly adhere to the terms and

conditions laid down by the National Agricultural Products Regulatory Office Act and any

regulations made thereunder;

(p) This Contract shall take effect on 1 July and shall remain in

force until 30 June

Made in duplicate and in good faith at

Onand registered with NAPRO.

.....

Signature of Cultivator Signature of representative of

Cooperative Society

FOR OFFICE USE ONLY

Registered at NAPRO under section 15 of the National Agricultural Products Regulatory Office

Act

.....

Date Signature of representative of NAPRO

PART V

CONTRACT BETWEEN COOPERATIVE SOCIETY AND PRODUCER OF TEA PRODUCTS

CONTRACT BETWEEN

Mr/Msresiding at

....., President

ofCredit Tea Marketing

Cooperative Society (CTMCS)

AND

Mr/Ms....., residing

At Secretary

OfCTMCS,

hereinafter culled the Cooperative Society

ON THE ONE PART

AND represented

by Mr/Ms, situated

at,hereinafter called.

the Producer.

ON THE OTHER PART

It is hereby agreed between the Co-operative Society on the one part and the Producer on the

other part that –

(a) the members of the Co-operative Society arc licensed with the National Agricultural

Products Regulatory Office (NAPRO). The list of members and licence numbers are

annexed;

(b) the Co-operative Society undertakes to deliver to the Producer during the contractual year

..... all green leaves which members of the Co-operative Society shall pluck

on a portion of land of an aggregate area of Arpents, situate at

..... in the district or and yielding

approximately.....kilogrammes at green leaves per contractual year;

(c) the green leaves shall be delivered by the Co-operative Society at a place and time

convenient to both parties. The Co-operative Society or his duly authorised agent shall be

present at the time when the green leaves are checked and weighed. The Producer shall

issue a receipt in the form approved by NAPRO, for every consignment of green leaves

received from the Co-operative Society;

(d) the Co-operative Society and the Producer shall be bound by the weight recorded on the

receipt unless at the time of issue of the said receipt, either the Co-operative Society or the

Producer raises an objection as to the weight recorded;

(e) the Co-operative Society and the Producer agree, in the event of an objection as to the

weight being recorded and which is not settled between both parties to refer the matter to

the NAPRO for adjudication:

(f) where the transport of the green leaves is undertaken by the producer, the Co-operative

Society shall pay to the Producer the cost of the transport at such rate as may be agreed

between the parties with the approval of NAPRO;

(g) the Co-operative Society and the Producer shall fix the date, time and rate of delivery of the green leaves. In the event of any dispute arising with regard to the date, time and rate of delivery, the dispute shall be referred to NAPRO for adjudication;

(h) the Producer shall be entitled to refuse green leaves which are not conform to the standard laid down by NAPRO. In the case of dispute, the matter shall be referred to NAPRO for adjudication;

(i) the Co-operative Society undertakes, on receipt of a notice under paragraph (j), to cease the plucking of green leaves until the Co-operative Society receives notice from the Producer or his duly authorised agent of alternative arrangements;

(j) the Producer undertakes, in the event of any stoppage at the factory, to –

(i) give notice of the stoppage to the Co-operative Society;

(ii) take delivery of such quantity of green leaves already plucked; and

(iii) make such arrangements as are possible, in case the stoppage last for more than 48

hours, with another factory to take the green leaves of the Co-operative Society, any

transportation cost to be borne by the Producer.

(k) where the Co-operative Society delivers wet green leaves to the Producer, the Producer shall on account of its surface moisture content, be entitled to deduct 3 per cent of the net weight of green leaves recorded on the scale;

(l) the Producer shall —

(i) at the end of every month, pay to the Co-operative Society any amount due on account of the minimum interim price fixed by NAPRO at the beginning or during the course of the contractual year for green leaves supplied during the month;

(ii) pay to the Co-operative Society, not later than 31 August following the end of the contractual year, a first partial payment of the final price as NAPRO may determine;

(iii) where the final price is not determined by the 30 November following the end of the contractual year, pay to the Co-operative Society, not later than 20 December following the end of that year, a second partial payment of the final price as NAPRO may determine; and

(iv) pay to the Co-operative Society the final price as NAPRO may determine, at latest within one month, after publication of the final price in the Gazette. Payment shall be

effected after deduction of partial payments made under subparagraphs (ii) and (iii).

(m) the Producer shall be entitled to deduct any amount advanced to the Cooperative Society

from any money accruing to the Co-operative Society, including transportation cost, if any;

(n) both the Producer and the Co-operative Society shall abide by the NAPRO's adjudication

under paragraphs (e), (g) and (h) of this Contract;

(o) both the Producer and the Cooperative Society shall strictly adhere to the terms and

conditions laid down by the National Agricultural Products Regulatory Office Act and any

regulations made thereunder;

(p) this Contract shall take effect on 1 Julyand shall remain

in force until 30 June

Made in triplicate and in good faith at

Onand registered with NAPRO.

.....

Signature of Producer Signature of representative of

Cooperative Society

For the official use of NAPRO

Registered at NAPRO under section 15 of the National Agricultural Products Regulatory Office

Act

.....

Date Signature of representative