



THE NATIONAL WHOLESALE MARKET



MANUAL OF STANDARD OPERATIONS PROCEDURES (SOP)

27 July 2023

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1. Introduction

1.1 With the vision to modernise the non-sugarcane sector and to bring efficiency, market transparency and consumers satisfaction, the Government through the Ministry of Agro-Industry and Food Security embarked on a laudable project to set up a National Wholesale Market (NWM).

1.2 The setting up of the National Wholesale Market at Five Ways, Belle Rive has as main objectives the following:

- a) improving the livelihood and sustainability of the producers in the non-sugarcane sector;
- b) providing quality produce, at an affordable price to the consumers;
- c) ensuring transparency, traceability and accountability; and
- d) having a financially sustainable and modern marketing infrastructure for the handling of vegetables, fruits and flowers.

1.3 In February 2021, Government entrusted the responsibility to operate the National Wholesale Market to the Agricultural Marketing Board and a building of an extent of 35,000 m² was vested to it.

1.4 The Regulations were made and they provide for a Manual of **Standard Operations Procedures (SOP)** for the NWM.

1.5 The SOP defines the different types of users, their duties and responsibilities, hours of operation, quality and standard of articles accessing the NWM as well as the mode of operation.

2. Classification of Users in the NWM

- (i) **Supplier** - means a producer or designated agent or employee and such person who may be allowed by the Authority to deliver an article at the NWM;
- (ii) **Market Agent** - means an individual or entity who may be contracted by a Supplier to sell his agricultural goods brought to the NWM on his behalf;
- (iii) **Auctioneer** - means a Market Agent with a valid licence to conduct auction sale in the NWM;
- (iv) **Buyer** - means a dealer, individual or entity or his designated agent or employee who will purchase articles at the NWM;
- (v) **Transporter** - means an agent contracted by a Buyer or Supplier for the transport of his articles to the NWM and carry out such other dealings on his behalf as he may be authorised by the Buyer or Supplier and the Authority;
- (vi) **Service provider** - means an individual or entity who shall be provided a space in the NWM to deliver such services or goods as may be allowed by the Authority;
- (vii) **Sanitary, Metrology or other such officials** - for regulatory services as per existing regulations;

- (viii) The Authority may add a new class of User based on such criteria as it may deem fit.

3. Registration of Users

The Authority may set such terms, conditions and fees for registration as it may deem fit. Registration shall be mandatory for all Users of the NWM and will be conducted by AMB for the Users mentioned below:

3.1 Auctioneer

- a) Register and appoint licensed and active auctioneers to operate in the premises of the NWM.
- b) Issue and renew trading license to any auctioneer or person for wholesale of articles, specified in Mauritius Agricultural Marketing (National Wholesale Market) Regulations 2023.
- c) Require any auctioneer or his personnel to furnish such information that the Authority may require with respect to his activities in the NWM.
- d) Delegate duly authorized officials to inspect any place of business of any auctioneer outside the premises of the NWM should the Authority consider that it has reasonable ground to think that the auctioneer is operating directly or indirectly a parallel wholesale of agricultural produce.
- e) Set such other terms and conditions for the auctioneer to adhere as the Authority may deem fit.

- f) Terminate or suspend the license of a licensee should the Authority in its wisdom decide that the licensee or his personnel has consistently defaulted in his duties, responsibilities or conduct and been found responsible for such misconduct, negligence or dereliction of duty that warrant such penalty.

3.2 Suppliers and Buyers

- (i) Through Press Communiques, to invite suppliers (growers) and buyers for registration.
- (ii) The Authority may impose such terms and conditions for registration for such users as it may deem fit.
- (iii) Notwithstanding paragraph (ii), the Authority may exempt a person from the registration process or such registration fee for such reasons as the Authority may deem necessary.
- (iv) The Authority after carrying out such due process as may be set, may cancel the registration of a User for such reasons that the Authority in its opinion may deem necessary for the efficient running of the NWM.

4. Duties, Responsibilities and Obligations of Users

The Authority shall have powers to:

- a) set the duties and responsibilities of a User and the manner of conducting his business in the NWM including the keeping of records;

- b) require a User to furnish such information with respect to his business activities in the NWM as may deem necessary;
- c) require a User to provide free access to an officer of the NWM or such duly authorized official delegated by the Authority to inspect his records, vehicles, goods and stalls in the NWM; and
- d) require a User to abide to the instructions as may be provided by a NWM Officer or such dulydelegated official in relation to control of vehicle and articles, control of access card/identification badge of Users, flow of traffic, loading, unloading and weighing of articles, and such other routine activities as may be carried out in the NWM.

5. Articles on sale at the NWM and Norms to be adopted

5.1. The following shall be authorized articles which may be on sale in the NWM, unless otherwise specified by the Authority:

- Locally produced vegetables;
- Locally produced fruits; and
- Locally produced flowers.

5.2. The Authority shall, as may be necessary, develop norms for articles in collaboration with such responsible institutions for grade, minimal processing, packaging and labelling.

5.3. The Authority may also develop such protocols for Users to abide in relation to hygiene, waste disposal and recycling of packages.

6. Procedures in the NWM

The Authority shall:

- a) set such procedures to be followed by Users with respect to such operations and activities in the NWM;
- b) determine the working days as per agreed terms and conditions;
- c) set such operating hours as it may deem fit for business activities including opening, closing, sales, washing and receipt of articles. The NWM shall be operational every day of the week except for Wednesdays and Sundays; and
- d) set up a Planters' Market on such terms and conditions as may be determined.

7. Operating hours

The operating hours are detailed below and can be subject to changes as approved by the Authority:

Hours	Operations
05.00– 07.00	Delivery of Articles
07.00 – 13.00	Sale of Articles
13.00-16.30	Delivery of Articles

Once the NWM is closed, no User shall be allowed to stay inside its premises.

8. Allocation/Renting of spaces within the premises of the NWM

Following “Expression of Interest”, the Authority may allocate, by contract “a *durée déterminé*” any vacant stallor space under such conditions as may be laid down in an Occupation Contract in the form set out in **Annex 1** and on such terms and conditions specified hereunder:

- a) Any such contract may be renewed as approved by the Authority;
- b) Every Contract holder shall whilst working on their space wear conspicuously the identification badge, in the form specified in **Annex 2**, issued to him by the Authority;
- c) Every Contract holder shall forthwith surrender his identification badge to the Officer in charge of the NWM whenever he ceases to hold the rented space. In case of death, the surviving spouse/heirs shall be responsible for the surrendering of the badge;
- d) Every Contract holder shall meet the expenses of another badge as a result of its lost or any damage cause thereto;

- e) The Contract holder shall not under any circumstances whatsoever remit or give to any person his badge;
- f) A Contract holder may employ such persons/support staff (limited to 2, or as otherwise agreed by the Authority) as may be necessary to assist him and the said person shall be held responsible for all contraventions occurring during the absence of the Contract holder;
- g) The name of the support staff shall be notified to the Authority who shall thereupon issue an identification badge, in the form specified in **Annex 3** to the employee;
- h) All such registered support staff working on a space shall wear conspicuously the identification badge issued to him by the Authority and shall forthwith surrender their identification badge to the Authority whenever he ceases to work on a space. In case of death or cessation of business, the badge should be returned back to the Authority;
- i) All such registered support staff shall meet the expenses of another badge as a result of its lost or any damage cause thereto and shall not under any circumstances whatsoever remit or give to any person his badge;

- j) No space occupied by a Contract holder shall be sublet or be assigned to another person or entity;
- k) The Contract holder shall not be authorized to sell whether by hawking or otherwise or to expose or offer for sale any articles at any place situated outside the NWM;
- l) No Contract Holder shall write, paint, scribble or stick bills or posters on any wall, fixture or part of the NWM or to cause any damage to any building or construction forming part of an annex to the NWM or to any object contained therein;
- m) No Contract Holder shall feed birds and animals or allow food articles to be exposed in such a way that they get access to them;
- n) No Contract Holder shall store, display or sell in the NWM any explosive materials, fireworks, hazardous liquids, bulk gases or any substance which might be a source of danger to anyone attending the NWM; and
- o) Every Contract holder or employee shall, at all times, keep clean and tidy the space occupied by him, including such places used for the storing of articles.

9. Operational Procedures / Flow of Articles

Step 1: Delivery of Articles

A Supplier shall deliver his articles, duly labelled (**Annex 4**) to a Market Agent/ Auctioneer of his choice together with a dulyfilled in Good Received Note (**Annex 5**) which shall be signed by the Market Agent/ Auctioneer upon receipt of the articles.

Suppliers may deliver their articles, as per such terms and conditions as may be determined by the Authority, either to a registered auctioneer of their choice, or to anyone of the registered auctioneers.

Suppliers may also opt to sell their produce themselves and in this case, the original of the Good Delivery Note should be remitted to the NWM Officer.

All articles on sale at the NWM shall be duly graded, presented in specific crates, bins or polymesh bags and labelled as per agreed specifications.

Step 2: Sale of Articles

- a) Any authorized article brought for sale into the NWM shall be openly exposed on the stall allotted to the User.
- b) Sale will be performed either by auction or wholesale at agreed prices inside the NWM; these prices should not be below the minimum or floor price.
- c) Sale of articles by weight or measure shall be made with appropriate weights, measures and instruments, duly assized under the Legal Metrology Act.

- d) It shall be lawful for any buyer to request a NWM Officer to verify the quantity of his articles purchased, and should the said quantity not be found correct, the person selling the articles shall make up the difference.
- e) At sale, the Market Agent/ Auctioneer shall issue a Sales Invoice (**Annex 6**) recording the name of the Buyer, quantity and price of article, and name of Supplier.
- f) The payment terms for a sale transaction shall be determined through Auction / Wholesale.
- g) Payment to be made directly to Auctioneer and the latter will remit 92% of all the proceeds either to the NWM for the necessary payments to the Supplier or directly to the Supplier as he may so wish. The Auctioneer will retain the remaining 8% as commission fee.
- h) Buyers shall load their produce after reception of their Sale Invoice and park their vehicles in designated parking places.

Step 3: Exit of Articles

The Buyer shall present a copy of the Sales Invoice which has been signed and stamped by the Auctioneer at the control point to be able to exit the NWM.

Step 4: Payment to Supplier

The Supplier shall be paid within a maximum of 2 days. A cash receipt (**Annex 7**) shall be duly issued and signed.

Step 5: Data Entry and Record keeping

After the sales transactions, all Auctioneers shall remit a copy of the Daily Sales Transaction Sheet (**Annex 8**) with the corresponding amount of money, if any, to the Cash Office.

All transactions performed in the NWM shall be recorded in an ERP system so as to be able to:

- 1) investigate any complaint filed by a User. It is emphasized that the User should have already filed a complaint in the NWM Office within 2 days after his transaction.
- 2) contribute towards establishing a reliable Market Information System.

10. Access to NWM premises and flow of vehicles

- a) All vehicles of buyers and/or their agents acceding the premises of the NWM will pay an Access Fee as per the Schedule in the Mauritius Agricultural Marketing (National Wholesale Market) Regulations 2023 and as mentioned in Section 12 below.
- b) No person shall be allowed to enter the market unless decently dressed and not under the influence of intoxicating drinks or drugs.
- c) The Authority may regulate the flow of articles in the NWM.
- d) Unloading of produce and parking of vehicles
 - Every vehicle delivering articles to the NWM shall be unloaded in areas designated for that purpose and

shall be allowed to remain there only during unloading.

- Once unloading completed, the vehicles will be directed to designated parking areas.
- All vehicle owners need to adhere strictly to traffic control procedures in place at the NWM.

11. Fees applicable to Users in the NWM

Fee	Scope	Quantum (MUR)
Registration	All users	100/application
Access card	All users	100
Entrance	Applicable for buyers and their Agents.	1000: 12 months 600: 6 months 400: 3 months 50: single entry
Rental	(i) Market Agent /Auctioneer (ii) Service provider, e.g. Canteen Operator	(i) 1200 / stall daily (ii) To be determined
Commission	<i>Applicable to Market Auctioneer/ Agent</i>	<i>Maximum 8% on every sales transaction.</i>

12. Offences

It shall be an offence for a User:

- (i) to erect or to cause to be erected any structure on his stall unless authorized by the Authority;
- (ii) to introduce into the NWM any of imported vegetables, fruits and flowers and to sell or expose for sale vegetables, fruits or any food items which are unfit for human consumption;
- (iii) to deposit or empty all refuse in places, other than those set apart for that purpose; or to scatter or throw about in the NWM any left overs, leaves, peelings, wastepaper or other refuse of any sort;
- (iv) to leave, deposit or expose authorized articles for sale in any passage, alley, open space between or on the sides of stalls, or any unauthorized space meant for the free flow of buyers; and
- (v) to cause any trouble in the NWM or to use foul, insulting or unbecoming language, or play games or behave indecently therein and to smoke inside the NWM.

13. Enforcement

The Authority shall:

- (i) take such measures as may be necessary to maintain order in the NWM and to ensure that the Standard Operations Procedures are complied with;

- (ii) seize and detain or destroy any article which is not authorized or unfit for sale and which is exposed for sale in the NWM; and
- (iii) give such directions to a Contract holder as he considers necessary and every Contract Holder shall comply with such directions given to him.

**OCCUPATION CONTRACT FOR THE NATIONAL WHOLESALE
MARKET (NWM)**

Between

The National Wholesale Market, represented by the General Manager of Agricultural Marketing Board or his representative and having their registered office at the Agricultural Marketing Board, Moka, hereinafter referred to as the “Authority”,

PARTY ON THE ONE PART

And

..... holder
of a National Identity Card number issued on
..... hereinafter referred to as the “Contract
holder”,

PARTY ON THE OTHER PART

**IT HAS BEEN STIPULATED, AGREED AND COVENANTED AS
FOLLOWS: -**

1. RIGHT OF OCCUPATION

1.1 The Authority grants to the Contract holder the right of occupation (herein-after referred to as the “right of occupation”) of space known as Stall No. (herein-after referred to as the “Stall”) in the National Wholesale Market, at Five Ways, Belle Rive under the terms and conditions set out below.

1.2 The right of occupation is granted for the exclusive use of the Stall only and at no time, shall the Contract Holder occupy any other space in the NWM under this present contract. The Contract Holder shall confine himself for the purpose of his trade to the space allotted to him by the Authority.

2. PURPOSE

The Contract holder shall occupy the stall for the sole purpose of wholesale of articles under the terms and conditions in force at the NWM.

3. DURATION AND RENEWAL

3.1 The right of occupation shall be for a period of one year starting from the to the

3.2 At its expiry, the right of occupation may be renewed, at the option of the Authority; such renewal may also be upon such revised terms, conditions, periods and/or fees, if any, as may be determined by the Authority;

3.3 In case there are any revised terms, conditions, periods and/or fees, the proposed revision(s), shall be notified in writing to the Contract holder, in a minimum of 15 days before the termination of the right of occupation;

3.4 In the event that the Contract holder accepts to renew the right of occupation and accepts all the revised proposals, if any, the Contract holder shall, accordingly, enter into a new contract with the Authority at the expiry of the right of occupation;

3.5 In the event of non-acceptance and/or of refusal to sign the new contract, the right of occupation shall be terminated “ipso facto” and the Contract holder shall vacate the Stall forthwith.

4. FEES AND NON-PAYMENT THEREOF

4.1 The right of occupation of the space is granted in consideration of a Rental fee (the “right of occupation fee”) which amounts to MUR 1,200/daily for one stall and shall be paid in full and in advance by the Contract holder;

4.2 Such payment shall be made at the Cashier’s Office of the NWM or as specified otherwise;

4.3 In the event the Contract holder fails to pay the right of occupation Fee, the Authority shall send a notice (the “Notice”) to the Contract holder requesting him to settle all arrears of right of occupation Fee within a delay of 5 days from receipt of the Notice and notifying him that failure to do so may entail the termination of the right of occupation “ipso facto”;

4.4 In case the Contract holder fails to comply with all the requirements of the Notice, the right of occupation may be rescinded “Ipso facto”; Such Notice shall be sent by post or delivered to the Contract holder or his employee at his designated stall at the NWM and it shall be deemed to be sufficient service on the Contract holder. In case a ‘*writ habere facias possessionem*’ is applied for, the Contract holder shall bear the costs;

4.5 Such rescission, if any, shall be without prejudice to any other action, which the Authority may lawfully be entitled to take against the Contract holder. The Contract holder shall forthwith vacate the stall and remove all articles there from. The Contract holder shall not be entitled to the payment of any indemnity or refund whatsoever.

5. SUBLETTING BY THE CONTRACT HOLDER

The Contract holder shall not be entitled to sell, transfer, cede, let, assign or otherwise dispose the right of occupation. In case the Contract holder has done any such act or acts, the right of occupation shall come to an end "*de plein droit*" without any other formality or authority and the Contract holder shall be informed accordingly.

Such rescission shall be without prejudice to any other action, which the Authority may lawfully be entitled to take against the Contract holder. The Contract holder shall forthwith cause the stall to be fully vacated and shall cause all articles to be removed there from. The Contract holder shall not be entitled to the payment of any indemnity or refund whatsoever.

6. EMPLOYEES/SUPPORT STAFF

6.1 The Contract holder shall have the right to employ support staff to assist him in his trade in the stall. The Authority may limit the number of such staff as it may determine.

6.2 The stall occupier shall submit two passport size photographs of his support staff and have the said staff registered officially with the Authority.

6.3 Any new support staff shall be properly registered as set out clause 6.2 above.

7. STRUCTURAL CHANGES

7.1 The Authority reserves itself the right to carry out any structural change on the building or to alter the general layout of the NWM without the Contract holder being entitled to any compensation whatsoever for loss of trade or otherwise. Such right shall include any alterations; repairs should the Authority consider it advisable;

7.2 For the purpose of carrying out works for structural change or upon the alteration of the general layout of the NWM, the Authority may, if it deems necessary, cause a change, whether provisional or permanent, in the site/location of any space within the NWM.

7.3 The Contract holder shall have no right, without the authorization in writing of the Authority, to cause any change of any nature whatsoever of the space and/or of the general layout of the NWM.

7.4 The Contract holder shall have no right, without the authorization in writing of the Authority, to interchange his space with any other Contract holder and with whomsoever.

7.5 In the event the Contract holder has been authorized, in writing, to cause changes in the space, the Contract holder shall have no right to claim any indemnity, compensation or the refund of any costs for such works; any plus value given to the space shall accrue to the Authority.

7.6 In case the Contract holder vacates the stall for any reason whatsoever or in case of death of the stall occupier, no party (including the Contract holder, his employees, his heir and assigns) shall not be entitled to the payment of any indemnity, compensation, plus value or any damage such as for the construction and installation of protective shutters, shelves, counters, working tables, etc. and or other works of any nature, carried out and which shall remain forever the property of the Authority.

8. OTHER CHARGES

In case the Contract holder requires for the purpose of his trade any other services, he shall apply to the Authority in writing who may grant him such authorization and give him such directions as it may deem fit and proper.

All costs, charges, etc. shall be at the Contract holder's costs and expenses.

9. RELOCATION AND CLOSURE

9.1 In the event that the Authority has, for any reasons whatsoever that it may deem fit, to relocate the NWM to another location, the Authority shall notify the Contract holder and shall, as far as practicable, give to the Contract holder an alternative space in the new relocated site.

9.2 In the event that the Authority has, for any reasons whatsoever that it may deem necessary, to close the NWM or any part thereof, the Authority shall notify the Contract holder and may, as far as practicable, give to the Contract holder an alternative space at another site.

9.3 In case no alternative space is available, as set out in clauses 9.1 and 9.2 above, the Contract holder shall vacate the space at such date as the Authority may direct. Such vacation shall be without any compensation.

10. DEATH OF CONTRACT HOLDER

- 10.1 The Contract holder's death shall put an end to the contract binding him to the Authority and the latter shall have the right to take back the possession of the space immediately;
- 10.2 In case the Contract holder passes away, any of his heir must immediately inform the Authority about the demise of the Contract holder and produce the act of death;
- 10.3 On humanitarian grounds, the Authority is agreeable that any of ascendant, descendant or surviving spouse, continue the right of occupation of the stall until the expiry of the contract for the current year only provided that the Contract holder herewith appoints his successor;
- 10.4 In case no appointment is made, the right to continue to occupy the stall until the expiry of the Contract for the current year shall not be applicable;
- 10.5 The Contract holder may request the Authority to appoint as his successor being his ascendant/descendant/surviving spouse to continue to occupy the space until the expiry of the contract for the current year;

11. COMPLIANCE

- 11.1 The Contract holder and his employees, successors and/or heirs shall comply to all the provisions contained in the relevant legislations and the Standard Operating Procedures;
- 11.2 Should the Contract holder be found guilty by the Authority in virtue of a contravention of regulations or of any other enactment relating to his contract, the Authority, after recommendation of the Operations Committee of the NWM may rescind the contract by notice in writing and without any judicial or extra judicial process;
- 11.3 In that case, the Contract holder shall forthwith vacate the space and remove all articles there from. He shall not be entitled to receive any indemnity whatsoever from the Authority;
- 11.4 In case the Contract holder and/or his successor and/or his heir provide false or incorrect information, the Authority may rescind the right of occupation “ipso facto”;
- 11.5 Should the Contract holder fail to comply with any one of the abovementioned Clauses, the Authority shall send a notice (the “Notice”), to the Contract holder requesting him to comply with the clause within a delay of 5 days from receipt of the Notice and notifying him that failure to do so may entail the termination of the right of occupation “ipso facto”; in case the stall occupier fails to comply with all the requirements of the notice, the right of occupation may be rescinded “ipso facto”. Such letter shall be sent by post or delivered at the address set out below

and it shall be deemed to be sufficient service on the stall occupier.

12. SERVICE

All letters, notices or other correspondence shall be deemed to have been properly rendered if delivered to the stall occupier at either the following address or in person at the NWM.

Made in duplicate and in good faith at the Head Office of the Agricultural Marketing Board, Moka, this day of month year.

**Signature of General Manager
or Representative, AMB**

.....

Date:

Signature of Contract Holder

.....

Date.....

IDENTIFICATION BADGE FOR THE CONTRACT HOLDER OF THE NWM

Name of Contract Holder.....

Address of Contract Holder.....



National ID Card no. of Contract Holder

Date of birth of Contract Holder

Contract Holder Space / Stall No.

Date of issue Date of expiry

.....

.....

Signature of Contract Holder

Signature of General
Manager, AMB

**IDENTIFICATION BADGE FOR SUPPORT STAFF OF THE
CONTRACT HOLDER OF THE NWM**

Name of Contract Holder.....

Photo of
Contract
Holder

Name of Support Staff

Address of Support Staff

National ID Card no. of Support Staff

Date of birth of Support Staff

Space / Stall no.

Date of issue Date of expiry

.....
Signature of
Contract Holder

.....
Signature of
Support Staff

.....
Signature of General
Manager, AMB

LABEL

Serial No.:

Name of Supplier / Registration No:

Article:

Grade:

Harvest date: Site of harvest:

GOOD RECEIVED NOTE FOR SUPPLIERS OF THE NWH

Serial No.:

Name of Supplier / Registration No:

Name of Transporter / Registration No:

Article	Grade	Labelling No.	Quantity (No of Bags/ Crates)	Weight (kg)/ No. of Units

I acknowledge receipt:

Name of Auctioneer:

NWM Registration No:

.....

.....

.....

**Signature of
Supplier**

**Signature of
Transporter**

**Signature of
Auctioneer**

Date:

SALES INVOICE

Serial No.:

Name of Auctioneer/ NWM Registration No:

Name of Buyer/NWM Registration No:

Name of Transporter /NWM Registration No:

Article purchased	Grade	Quantity (No of Bags/ Crates)	Supplier Name/ NWM Reg No.	Weight (kg) / No. of Units	Price MUR/kg/Unit

.....

.....

Signature of Auctioneer

Signature of Buyer/Transport

Date:

CASH RECEIPT

Serial No.:

Name of User:

NWM Registration No:

Description of Goods/Services/Transactions	Amount (MUR)	
	Rs	Cs
Total Amount (MUR)		

Signature of User

.....

Signature of NWM Officer

.....

Date:

NATIONAL WHOLESALE MARKET

DAILY SALES TRANSACTIONS SUMMARY SHEET

Ref No:

Sales Transactions Date:

Name of Auctioneer/Registration Number:
.....

I declare that the sales transactions on this specific date described hereunder is true and accurate

Sales Invoice Number	Sales Transaction Amount (MUR)	Amount Remitted (MUR)
TOTAL AMOUNT REMITTED (MUR)		

Signature of Auctioneer:

**Agricultural Marketing Board
National Wholesale Market
Dr Georges, Leclezio Avenue, Moka
Tel No. 433 4025
Fax No. 433 4837
Email: amb@ambmauriti.us.mu**