



Centenary Farmers Market
Management Rules and Regulations
November 2009

1 PREAMBLE

Whereas order has been received from the Cabinet for handing over the responsibility for management of the Centenary Farmers Market (CFM) located in Thimphu by Thimphu City Corporation to the Ministry of Agriculture vide letter no.C-3/109 dated 5th August 2009 as per the decision taken during the 47th session of the *Lhengye Zhungtshog* held on 14th July 2009, and accordingly Bhutan Agriculture and Food Regulatory Authority (BAFRA) has been designated as the lead agency for managing it by Ministry of Agriculture vide letter no.PPD/PEP/8/1/2299 dated 10th August 2009;

Whereas the purpose of this Centenary Farmers Market Management Rules and Regulations is formulated for effective and efficient management and smooth functioning of the market to facilitate sale of farm produce;

Whereas this rules and regulations is formulated to ensure high standard of hygiene and sanitation;

The Ministry of Agriculture hereby adopts the following CFM Management Rules and Regulations.

2. PRELIMINARY

Title, Extent, and Commencement

- 2.1 This Rules and Regulations shall be called the *Centenary Farmers Market Management Rules and Regulations, 2009*.
- 2.2 It shall extend to the whole of Centenary Farmers Market of Thimphu.
- 2.3 It shall come into force from the date specified in the notification of enforcement issued by the Minister for Agriculture.

3. REPEAL

This rules and regulations hereby repeals any previous rules and regulations adopted for management of CFM.

4. ELIGIBILITY FOR BUSINESS

All persons who produce and deal in agriculture, livestock and non-wood forestry products, cereals, ornamental plants, local seeds and seedlings excluding commercially packaged products and processed foods, hereafter referred as “farm produce” are eligible to sell in the Centenary Farmers Market subject to availability of stalls.

5. ELIGIBLE PRODUCTS FOR SALE

- 5.1 Only "Farm Produce" as stated above may be sold in the CFM. No other products shall be allowed for sale at the market, except for exhibition and promotional activities on Tuesdays and Wednesdays based on prior approval from the Management.
- 5.2 Sale of Farm Produce at the CFM shall meet all the existing requirements and regulations set by Bhutan Agriculture & Food Regulatory Authority (BAFRA).
- 5.3 If vendors are found selling ineligible products other than farm produce, or not meeting the requirements or regulations set by BAFRA, the product shall be seized and disposed off safely by the Inspectors and the Management.

6. MARKET TIMING

- 6.1 The CFM shall operate during Fridays, Saturdays and Sundays for Farm Produce, and Tuesdays and Wednesdays for promotional and exhibition activities by any interested party. The market shall remain closed during Mondays and Thursdays for mass clean up. However, vendors shall be allowed to bring in their farm produce to their allotted stalls for storage from 3:00 PM - 8:00 PM on Thursday. No farm produce will be allowed for sale during that period.

For those vendors who cannot remove their farm produce by 8 PM Sunday, they must remove their farm produce before 10 AM, Monday. No farm produce will be allowed for sale during that period.

- 6.2 During the market days, it shall be open from 6:00 AM to 8:00 PM.
- 6.3 At the end of each market day, a warning siren for closure of the market will be given 30 minutes prior to the market closing time. During that time, all vendors must ready themselves for the closure of the market.
- 6.4 Thirty (30) minutes after the warning siren, lights shall be put off and the main gates closed at 8:00 pm.

7. ALLOCATION OF MARKET STALL

7.1 Regular vendors

Stall shall be allocated to regular vendors based upon the following criteria:

- i. Wholesalers of farm produce shall be registered with the Management and stores shall be allotted to them. They shall sign contractual agreement with the Management; Wholesalers allotted with stores shall continue to operate at the existing rental charge upon signing of contractual agreement with the new management
- ii. Cafeteria and glasshouse operators shall be registered with the Management and space shall be allotted to them. They shall sign contractual agreement with the Management; Existing Cafeteria and glasshouse operators shall continue to operate at the existing rental charge upon signing of contractual agreement with the new management
- iii. Regular vendors shall be registered with the Management and the contractual agreement shall be signed. Each registered vendor shall be issued with a CFM Registration number and card;
Vendors allotted with stalls shall continue to operate at the existing stalls (except for those vendors required to change their stalls as per product categorization), upon signing of letter of undertaking with the new management
- iv. For registration a full description of permanent and temporary address along with Thram, House (Gung) number, Gewog, Dzonkhag as well as the family details. A copy of Citizenship Identity Card and where required a copy of Trade License must be attached for registration;
- v. While registering only one application per household shall be entertained;
- vi. Allotment of stores, cafeteria, glasshouse, parking areas and toilets shall be done on tendering basis.
- vii. Cafeteria operators, glasshouse and wholesalers who are allotted space shall sign the tenancy agreement with the Management.

7.2 Farmer Vendors

- 7.2.1 The stalls for the farmer vendors shall be allotted on “first come, first served” basis for the number for days required.
- 7.2.2 Farmer vendors shall sell their Farm Produce only from the designated stalls;
- 7.2.3 Farmer vendors shall provide their CID Numbers for allotment of stalls.

8. STALLS

The Management shall number and clearly demarcate all stalls including demarcation of dustbins areas for efficient management of CFM.

9. FIXATION OF RENTAL FEES

- 9.1 The rental charges for stall shall be fixed by the Management Committee of CFM and rates shall be revised from time to time as deemed appropriate.
- 9.2 The starting rental charges shall be fixed as follows:
 - a. Regular vendors @ 22 per sq ft. per month and shall be fixed on a daily basis
 - b. Local farmers Nu.50/stall/day (existing rate)
 - c. Cereal farmers Nu.30/stall/day (existing rate)
- 9.3 The rental charges for cafeteria, stores, glasshouse, parking fees shall be paid by 1st working day of the subsequent month.
- 9.4 Failure to pay rent by 1st working day of the subsequent month shall be liable for a penalty equivalent to 10% of the monthly rental charge per day till 15th day of the subsequent month. Failure to pay rent by this date shall result in termination of the contract, forfeiture of the security deposit along with recovery of due rental charges.
- 9.5 Vendors renting on long-term basis for operating cafeteria, glasshouse, stores and stalls shall not be allowed to sublet their allocated space to another person. Failure to comply with this requirement shall result in termination of the contract.

10. DISPLAY OF PRODUCE

- 10.1 All vendors shall display their produce on the sale counter and display on the floor shall be strictly prohibited under any condition.
- 10.2 All vendors shall store their remaining produce (produce not able to be accommodated on the allocated sale counter) underneath the sale counter in the plastic crates approved by the Management. Plastic crates shall be available for hire or vendors may purchase their own (approved) plastic crates.
- 10.3 All vendors shall only use the sale counter for display of produce and shall not be allowed to use any plastic or container on the sale counter.

11. CONDITIONS FOR USE OF STALLS

- 11.1 Vendors shall ensure that their farm produce are cleaned without soil particles before bringing their farm produce to the market.
- 11.2 No vendor shall have right of ownership of any CFM property. Vendors must not alter or extend the structure of stalls or place signboards on them without the prior permission of the Management. Use of plastic sheets to cover farm produce is prohibited.
- 11.3 Vendors must vacate the stall by 8 PM of the last day of rented period. However, the conditions at clause 6.1 of these rules shall apply for those vendors who require time extension.
- 11.4 Vendors shall be liable for payment of repair or replacement cost for any damage resulting on infrastructure of CFM during use by them. The cost of damage must be paid within fifteen days from the date of damage. Failure to make payment by this date shall result in payment of penalty equivalent to 10% per day of the estimated cost until two (2) months after which the case shall be forwarded to the District Court of Thimphu for recovery through court process.
- 11.5 Vendors shall not be permitted to light the stall other than the fixed electrical lighting provided by the Management.
- 11.6 Vendors shall not install/use any electrical heating appliances of any kind at the CFM.
- 11.7 Vendors shall not be allowed to cook in their stalls.

- 11.8 Vendors shall not be allowed to use firewood for heating during winter in order to prevent fire accidents or other risk associated with it. However, kerosene heaters/ gas heaters can be used by vendors during winter period provided it does not obstruct movement of customers.
- 11.9 Vendors shall be responsible for maintaining cleanliness of their stalls. They shall keep their stalls clean and must ensure that food and other waste are disposed off in the designated bins provided to them.
- 11.10 Vendors must segregate their waste into organic (vegetables and fruits) waste and other waste and dispose off in the designated bins at all times. Organic waste shall be disposed off in the bins with green stickers and other waste in bins with blue stickers provided to them.
- 11.11 All containers (Cardboards, baskets, sacks, cartons, etc) other than plastic crates shall not be allowed entry into the CFM. Plastic crates will be made available at the store within CFM from where the vendors can rent for use in the rented stalls. However, this requirement shall not apply to farmer vendors.
- 11.12 Vendors must comply with all other relevant existing acts, rules and regulations of the country for the conduct of their business at CFM. Vendors who fail to comply with these requirements shall be liable for penalties as prescribed in the respective acts/ rules and regulations.
- 11.13 Vendors shall cooperate and extend their full support to the BAFRA Inspectors, CFM Manager, sweepers and other Management staff for smooth functioning of CFM.
- 11.14 Vendors shall use only designated parking space for loading and unloading of their produce and other farm produce.
- 11.15 Vendors must pay the rental charges for the number of days stalls are rented, and shall obtain the money receipt from the Management Staff.
- 11.16 Vendors shall be fully responsible for the safety of the produce being sold and the Management shall not be liable for any accidents resulting through consumption of their produce. Vendors who fail to comply with these requirements shall be liable for penalties as prescribed in the respective acts/ rules and regulations

- 11.17 Vendors shall be liable to pay parking fees for using CFM parking areas.
- 11.18 To gain customers' confidence, vendors are encouraged to use accurate measuring or weighing scales.
- 11.19 Vendors shall be responsible for the conduct and supervision of their children. Children shall remain in the stall area and will not leave unless accompanied by adult supervision.
- 11.20 Vendors shall avoid playing radios, tape or CD players, etc. at a volume level objectionable to their neighboring vendors or customers. Use of personal earphones is encouraged. Failure to comply with requirement shall result in suspension of his/ her business at CFM immediately.
- 11.21 The Management shall not be liable for any damage (personal/ farm produce) incurred due to natural calamities. This will also include any loss of property/ money in CFM.
- 11.22 Vendors shall sell only specific products in their allotted stalls as per product categorization as follows:-
 - a. Fruits
 - b. Vegetables
 - c. Local farm products
 - d. Incense
 - e. Doma and Paney
 - f. Dry meat, dry fish, local cheese and butter
 - g. Cereals

12. RESPONSIBILITIES OF VENDORS AND CUSTOMERS

- 12.1 No pets shall be allowed inside the CFM with the exception of service dogs (used by blind persons).
- 12.2 Customers must segregate their waste into organic (vegetables and fruits) waste and other waste and dispose off in the designated bins at all times. Organic waste shall be disposed off in the bins with green stickers and other waste in bins with blue stickers provided at the CFM.

- 12.3 Vendors and customers shall not be allowed to spit tobacco and doma juice or residue in the CFM area.
- 12.4 No person shall be allowed to serve or use alcoholic beverages. Any person if found to serve these substances, the Inspectors shall seize the item and that person shall be expelled from the CFM. Any such incident should be reported to the CFM Management (Manager/ BAFRA Inspectors) immediately
- 12.5 Vendors and customers shall not engage in rowdy, profanity and/or loud behaviour. This shall include radios, excessive hawking, etc. Any such incident should be reported to the CFM Management (Manager/ BAFRA Inspectors) immediately

13. ENFORCEMENT OF CFM MANAGEMENT RULES AND REGULATIONS

- 13.1 BAFRA Inspectors and CFM Management staff shall have full authority to exercise their power to implement the CFM Management Rules and Regulations and to carry out their duties effectively.
- 13.2 BAFRA Inspectors and CFM Manager shall have full authority to impose fines as outlined in this Rules.
- 13.3 BAFRA Inspectors and CFM Manager shall have full authority to immediately suspend vendors or customers if they refuse to follow the market rules, instructions or warning. They shall expel the vendors (along with their farm produce) from the CFM and may also withdraw vendors' registration rights depending on the severity of non-compliance.
- 13.4 The CFM Manager or BAFRA Inspectors shall have full authority to suspend and close the market during any legal hours of market days in case of emergency and all vendors and customers shall render all necessary support to them.

14. OFFENCES AND PENALTIES

- 14.1 All vendors and customers violating any section of this Rules commits an offence and shall be liable for appropriate penalties outlined in this Rules.
- 14.2 Refusal to follow market rules, instructions or warnings of BAFRA Inspector and CFM Manager shall be the basis for immediate

suspension from the market and loss of membership registration including payment of penalty as outlined in this Rules. This would mean that the vendor will be barred from conducting business at CFM permanently.

- 14.3 Failure to comply with requirements under sections 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 11.19, 11.20, 12.1, 12.2, 12.3, of this Rules shall be liable for on the spot fine of Nu.100/- (ngultrum one hundred only) and repeated violation of more than five times, the vendors shall not be allowed to conduct the business at CFM permanently.
- 14.4 Failure to comply with requirements under sections 10.1, 10.2, 10.3, 11.2, 11.3, 11.11, 11.22, 12.4, 12.5 of this Rules shall be liable for on the spot fine of Nu.500/- (ngultrum five hundred only) and repeated violation of more than three times, the vendors shall not be allowed to conduct the business at CFM permanently.

15. APPEAL

- 15.1 Appeal to the Head of Management: Any person aggrieved by a decision or action of BAFRA Inspectors, CFM Manager or any staff of the Management and interpretations of this Rules may appeal to the Head of the Management of in writing within seven (7) working days from the date of incidence. The appeal shall be considered within seven (7) working days by the Head of the Management and a written response shall be provided to the concerned appellant with regards to its decisions on the appeal.
- 15.2 Any person aggrieved or not satisfied by the decisions taken by the Management shall have the right to appeal to the Chairman of the CFM Management Committee within ten (10) working days from the date when the decision of the Management is conveyed to the appellant. The decision of the Chairman of the CFM Management Committee shall be final and binding.

16. MISCELLANEOUS

16.1 Definition of Terms

For the purpose of this Rules and Regulations the following terms shall have the meaning ascribed to them in this section, unless the context clearly indicates otherwise:

- 16.1.1 **“BAFRA”** means Bhutan Agriculture and Food Regulatory Authority of the Ministry of Agriculture.
- 16.1.2 **“CFM”** means Centenary Farmers Market located in Thimphu.
- 16.1.3 **“Committee”** refers to the CFM Management Committee constituted at the Ministry of Agriculture for the purpose of the management of CFM.
- 16.1.4 **“Farm Produce”** refers to agriculture, livestock and non-wood forestry products, cereals, ornamental plants, local seeds and seedlings excluding commercially packaged products and processed foods.
- 16.1.5 **“Farmer vendors”** refers to farmers of Bhutan coming to sell the farm produce on seasonal or daily basis.
- 16.1.6 **“Management”** means BAFRA of the Ministry of Agriculture designated as the lead agency for the management of CFM.
- 16.1.7 **“Regular vendors”** refers to those vendors registered with the CFM Management for sale of farm produce on a regular basis.
- 16.1.8 **“Rules”** refers to the CFM Management Rules and Regulations, October 2009.