

GOVERNMENT NOTICE NO. 379 published on. 2/6/2023

TANZANIA SHIPPING AGENCIES ACT,
CAP. 415

REGULATIONS

(Made under section 61(2)(g))

TANZANIA SHIPPING AGENCIES (SHIPPING AGENTS) (AMENDMENTS) REGULATIONS,
2023

PART I
PRELIMINARY PROVISIONS

Citation
GN. No. 339
of 2018

1. These Regulations may be cited as the Tanzania Shipping (Shipping Agencies) (Amendments) Regulations, 2023 and shall be read as one with the Tanzania Shipping (Shipping Agencies) Regulations, 2018 hereinafter referred to as the “principal Regulations”.

Amendment of
regulation 3

2. The principal Regulations are amended in regulation 3 by-

(a) inserting in their appropriate alphabetical order the following new definitions:

Cap. 415
GN. No.
337 of 2018

“consignee” has the meaning ascribed to it under the Act;
“container” has the meaning ascribed to it under the Tanzania Shipping Agencies (Cargo Consolidators and De-Consolidators) Regulations;
“container guarantee” means a written statement of security by a consignee or shipper, with or without cash outlay, given to a container shipping line for releasing a container to the consignee or shipper with a view to covering the shipping line against loss or damage of the container and costs of

GN. No. 379 (Contd)

- demurrage charges or detention fees;
- “container deposit” means money outlay paid to a container shipping line by a consignee or shipper to support container guarantee which is refundable to the payee upon safely returning the subject container;
- “container detention fee” means a fee charged against a shipper for delaying the carrier’s container beyond the specified free period;
- GN. No. 340 of 2018 “clearing and forwarding agent” has the meaning ascribed to it under the Tanzania Shipping Agencies (Clearing and Forwarding Agents) Regulations;
- GN. No. 337 of 2018 “cargo consolidator” has the meaning ascribed to it under the Tanzania Shipping Agencies (Cargo Consolidators and De-consolidators) Regulations;
- GN. No. 337 of 2018 “cargo de-consolidator” has the meaning ascribed to it under the Tanzania Shipping Agencies (Cargo Consolidators and De-consolidators) Regulations;
- Cap. 415 “delivery order” has the meaning ascribed to it under the Act;
- GN. No. 341 of 2018 “Empty Container Depot” has the meaning ascribed to it under the Tanzania Shipping Agencies (Dry Port) Regulations;
- “free period” means the time duration in days afforded to a consignee or shipper and counted from the date of-
- (a) discharge of an import container in a port to permit the collection of containerized cargo and delivery of an empty container back to the shipping line; or
 - (b) collection of a container from the shipping line’s yard to stuff cargo in the container and submit the stuffed container to a contracted terminal or facility for ocean carriage purposes;
- GN. No. 343 of 2018 “miscellaneous port services” means services provided under regulation 5 of the Tanzania Shipping Agencies (Miscellaneous Port Services)

GN. NO. 379 (Contd)

Regulations;

“ocean freight” means a sum paid to the carrier for the carriage of goods by sea;

“shipper” has the meaning ascribed to it under the Act;

Cap. 165 “vessel” has the meaning ascribed to it under the Merchant Shipping Act;”.

Amendment of regulation 4

3. The principal Regulations are amended in regulation 4(2) by-

(a) deleting paragraph (e) and substituting for it the following:

“(e) affidavit in the format prescribed in the Fifth Schedule to affirm that the Director or Shareholder has not been convicted of the offences referred to under regulation 5(d);”;

(b) deleting paragraphs (g) and (h) and substituting for them the following:

“(g) birth certificates, affidavits, national identification card or passport of shareholders and employees;

(h) tariff charges;”;

(c) inserting immediately after paragraph (h) the following:

“(i) Tax clearance certificate;”;

(d) renaming paragraph (j) as paragraph (k).

Addition of new regulation 6A

4. The principal Regulations are amended by adding immediately after regulation 6 the following:

“Functions of shipping agent

6A. Functions of the shipping agent in relation to the shipping agency shall be to-

(a) represent the principal in shipping business services;

(b) arrange for arrival or departure of ships;

(c) arrange for the provision of port

- services through port operators, customs and other Government or public institutions, firms or private companies or individuals;
- (d) carry out cargo documentation services including release of bills of lading, delivery orders and lodgement of manifest, cargo loading list or discharge list and stowage plans;
- (e) carry out ship documentation including inward and outward ship clearance;
- (f) arrange for procuring and processing of documents including production of bills of lading;
- (g) perform activities required for dispatch of ships;
- (h) arrange for provision of services pertaining to crew matters;
- (i) arrange for provision of ship store, supplies, ship repairing and any other related services;
- (j) arrange for transshipment services and shipment of over landed or short-shipped cargo;
- (k) arrange for container stuffing and de-stuffing services;
- (l) procure warehousing and cargo storage services;
- (m) canvas for cargo and market shipping services of ships on behalf of ship owners, operators or charterers;
- (n) provide information on booked cargo, level of utilisation of allotted space onboard the ship

- and statistics on cargo availability;
- (o) attend to claims on behalf of principals;
- (p) provide regular reports to the principal on the position and performance of ship while in port;
- (q) monitor, track and coordinate all activities concerning the movement of full and empty containers;
- (r) keep proper record on any financial transactions in relation to shipping business of the principal including port disbursements;
- (s) make payments for services and goods on behalf of the principals;
- (t) collect freight charges and other moneys from shippers, consignees or other parties on behalf of the principals;
- (u) handle and monitor through bill of lading;
- (v) keep record for all loaded, discharged, stuffed and de-stuffed cargo items;
- (w) do or arrange for any other services related to shipping agency business, provided that such services do not contravene the provisions of these Regulations; and
- (x) carry out other activities as necessary advantageous or proper for the development of shipping industry”.

GN. NO. 379 (Contd)

Amendment of regulation 7

5. The principal Regulations are amended in regulation 7 by deleting subregulations (2) and (3) and substituting for them the following:

“(2) The Director General shall communicate the decision of the Corporation through applicant’s online account or by using the address indicated in the application form, within the period specified in sub regulation (1).

(3) The Corporation shall, before issuing a licence under these regulations, conduct inspection of applicant’s premises for the purpose of establishing its suitability for issuance of licence.”

Addition of new regulation 7A

6. The principal Regulations are amended by adding immediately after regulation 7 the following:

“Issuance of licence

7A. Where the Corporation-

- (a) is satisfied that the provisions of regulations 4, 5 and 6 are complied with, it shall issue the applicant with a licence in the manner set out in Form No. 2 of the First Schedule; or
- (b) has refused an application for licence, it shall issue the applicant with a notice in the manner prescribed in Form No. 3 of the First Schedule.”

Amendment of regulation 8

7. The principal Regulations are amended in regulation 8, by-

(a) inserting immediately after paragraph (m) the following new paragraphs:

“(n) display the company name at the office entry point;

(o) engage licensed ship tallying services provider to verify cargo during discharging

GN. NO. 379 (Contd)

and loading operations of a ship or stuffing and de-stuffing LCL containers in case of a containerized cargo;”;

(b) adding immediately after subregulation (2) the following new subregulation:

“(3) A licensee shall operate on the category of licence issued.

Addition of
new regulation
9A

8. The principal Regulations are amended by adding immediately after regulation 9 the following:

“Inspection
and
monitoring

9A.-(1) For the purpose of determining compliance with the conditions of licence, the Corporation shall conduct bi-annual monitoring.

(2) During monitoring, the Corporation may require a licensee to produce for inspection any book, record, statement or document relating to the business or obtaining copies or extracts therefrom.

(3) Where monitoring is conducted, and the Corporation has identified anomaly which needs to be rectified, the Corporation shall issue a notice specifying the days within which such anomaly should be rectified.

(4) Upon receipt of a notice under subregulation (3), a licensee shall be required to comply and submit a report of such compliance to the Corporation.

(5) Notwithstanding subregulation (1), the Corporation may conduct *ad hoc* inspection in order to enforce rectification of anomaly identified during monitoring”.

Amendment of
regulation 10

9. The principal Regulations are amended in regulation 10(2) by inserting immediately after paragraph

GN. NO. 379 (Contd)

(b) the following:

- “(c) a certified copy of a valid business licence;
- (d) proof of information and communication technology applications relevant to shipping agency business;
- (e) proof of professional qualification in maritime transport;
- (f) Annual Returns Form;
- (g) audited accounts;
- (h) minimum commission, fees and service charges;
- (i) evidence of payment of application fees prescribed in the Second Schedule;
- (j) tariff charges; and
- (k) Tax Clearance Certificate.”

Amendment of regulation 13

10. The principal Regulations are amended in regulation 13(3) by inserting immediately after the word “Customs” the words “and Excise”.

Repeal and replacement of Part III

11. The principal Regulations are amended by repealing Part III and replacing it with the following:

“PART III
TRADING TERMS AND CONDITIONS FOR
SHIPPING AGENTS

“Observance of trading terms

16.-(1) A licensee shall, while providing services, observe trading terms under this Part.

(2) Notwithstanding the provisions of subregulation (1), a licensee may offer superior terms that render better commercial advantage and benefits to a shipper or consignee subject to making a declaration of such terms in writing to a shipper or consignee as the case may be.

G.N. No. 379 (Contd)

(3) The declaration referred to under subregulation (2) shall-

- (a) not be inconsistent with these Regulations; and
- (b) stipulate the time or situation during which the terms apply”.

“Requirement to comply with Incoterms and individual agreement

17. Without prejudice to the generality of this Part, services rendered shall not derogate-

- (a) provisions under the International Commercial Terms of 1936 as amended; and
- (b) individual agreements made between parties to the contract of carriage signified by the bill of lading, charter parties, fixture notes or other similar agreements”.

“Refusal to issue services for malpractices or misconducts

18. A licensee may limit or refuse to provide services to a consignee, shipper or clearing and forwarding agent who is proven to be involved in malpractices or misconducts relating to-

- (a) use of forged documents; and
- (b) repetitive failure to comply with obligations to return empty containers, pay demurrage charges or detention fees;

Provided that a licensee shall, with evidence, notify the Corporation of its decision under these regulations”.

GN. NO. 379 (Contd)

“Obligations of licensee for cargo booking space

19. A licensee shall, while providing service to a shipper for carriage of export cargo-

- (a) provide an electronic platform for cargo booking process;
- (b) acknowledge receipt of shipping application submitted by a shipper or his clearing and forwarding agent and confirm booking space availability or otherwise within twenty-four hours; and
- (c) issue shipping order to a shipper or his clearing and forwarding agent within twenty-four hours upon confirmation of booking”.

“Cancellation of cargo booking space

20. A licensee shall not cancel cargo booking space after issuance of shipping order unless such cancellation is due to reasons beyond control of the licensee and shall notify the shipper about such cancellation prior to sailing of the ship.

“Obligations of licensee on containerized export cargo

21. A licensee shall, in case of containerized export cargo-

- (a) provide to a shipper good and suitable container for the type and quantity of cargo booked according to booking application within forty-eight hours and with clear instructions on designated ECD to collect the

containers;

(b) count detention free period of twenty-one days after date of collecting the container; and

(c) apply confirmed details of shipment submitted by a shipper when preparing bill of lading”.

“Issuance of bill of lading

21A. A licensee shall issue a bill of lading for export cargo within forty-eight hours after ship sailing date subject to shipper fulfilling his obligations including payment of ocean freight”.

“Commitment of shipper for cargo booking cancellation

21B. A licensee may require a shipper or consignee to sign a commitment for cargo booking space and may seek fair remedy for cancellation of cargo booking space made forty-eight hours after the date of issuance of shipping order”.

“Issuance of consignment arrival notice

21C. A licensee shall issue a consignment arrival notice to a consignee or notify party within forty-eight hours prior to vessel arrival through-

- (a) electronic means; or
- (b) paper documents”.

“Furnishing security for container

21D.-(1) A licensee shall, in case of import containerized cargo-

- (a) require a consignee to provide security of a container carrying import

cargo by-

- (i) filling in Container Guarantee Form as prescribed in Sixth Schedule with or without requiring cash deposit at the option of the licensee on the basis of deposit rates registered with the Corporation at the beginning of licence period or on mutual agreement between a licensee and consignee;
 - (ii) submitting container risk cover issued by insurer or any other guarantee solution accepted by a licensee at the option of consignee without payment of cash deposit;
 - (iii) providing a cash revolving deposit not exceeding United State Dollar five thousand irrespective of the quantity of containers involved, which:
 - (aa) is made on mutual agreement between shipping agent and clearing and forwarding agent; and
 - (bb) may be replenished upon diminishing to United State Dollar two thousand or less;
- (b) issue delivery order to a

consignee within six hours from time of its application with validity period equal to or exceeding the customs warehouse rent period; and

- (c) upon receiving a shipping claim indication from a consignee, within seven days from the date of receipt of the claim, advise the consignee appropriate actions of lodging an effective shipping claim.

(2) Where a container security is covered under paragraph (a)(ii), the terms stipulated in the insurance policy or guarantee solution shall prevail in providing rights and obligations between the parties related to-

- (i) container recovery;
- (ii) container damage; or
- (iii) demurrage collection;”

“Return of empty containers

21E. A licensee shall, in case of return of empty containers-

- (a) issue a storing order to a consignee within two hours from the time of application by a consignee;
- (b) ensure consignees return empty containers to designated empty container depot twenty-four hours seven days a week;
- (c) ensure there is enough capacity at designed empty container depot to enable consignee to deliver empty

- containers within six hours from the time a transport unit carrying the container has reported at the empty container depot;
- (d) at the option of consignee, require a consignee to return empty container in clean and sound condition or accept uncleaned container upon charging cleaning fee;
 - (e) furnish to a consignee a demurrage or damage status report along with commensurate invoice for a returned container within forty-eight hours from the time a container is delivered to a designated empty container depot;
 - (f) refund the amount of container deposit with respect to a container which is returned free from demurrage or damage within seventy-two hours from time of delivery of the container to designated empty container depot; and
 - (g) where accords credit to a consignee for container demurrage or damage charges, furnish monthly reminder claiming payment for the pending demurrage or damage charges”.

“Failure to

21F.-(1) Where a consignee fails

G.N. NO. 379 (Contd)

return empty
container

to return an empty container after expiry of free period such that accumulated demurrage is equal to replacement value of subject container and without written notice satisfying the licensee, the said container shall be considered lost or unrecoverable.

(2) Where a container is considered lost or unrecoverable in accordance with subregulation (1), the licensee shall issue invoice for recovery of the container along with accrued demurrage.

(3) Where a consignee fails to pay the replacement value within fourteen days from the date the invoice was issued under subregulation (2), the licensee shall have the right to continue charging demurrage or withhold service to the consignee.

(4) A licensee who fails to issue an invoice for replacement value under subregulation (2), shall be considered to have impliedly foregone further demurrage charges:

Provided that, a licensee shall retain the right to claim for return of the empty container”.

“Refund of
container
deposit

21G. A licensee shall refund the container deposit to a party that deposited the amount and share evidence of such refund to the consignee and clearing and forwarding agent as practicable”.

“Licensee to
notify cargo
consolidator

21H. A licensee shall-
(a) notify a cargo consolidator

GN. NO. 379 (Contd)

and issue
local charge
invoice

and de-consolidator on cargo arriving under their administration at least forty-eight hours prior to vessel arrival;

- (b) issue local charge invoice to the cargo consolidator and de-consolidator within twenty-four hours upon request from the cargo consolidator and de-consolidator; and
- (c) confirm receipt of payment within twenty-four hours after the cargo consolidator and de-consolidator have effected the payment”.

“Nomination
of
miscellaneous
port services
provider

- 21I. A licensee shall-
- (a) in the absence of long-term contract, issue a nomination letter to the miscellaneous port services provider which describes specific activities to be performed by the miscellaneous port service provider; and
 - (b) monitor miscellaneous port services provider at the time of performing its duties”.

Amendment of
regulation 22

12. The principal Regulations are amended in regulation 22 by deleting paragraph (c) and substituting for it the following:

“(c) two or more of its staff have at least certificate in shipping, port, clearing and forwarding, logistics management or equivalent; and”.

GN. NO. 379 (Contd)

Amendment of
regulation 41

13. The principal Regulations are amended in regulation 41(1) by deleting the words “thirty percent per month” appearing immediately after the words “rate of” and substituting for them the words “ten percent per month or part thereof, on the principal amount”.

Deletion of
regulation 46

14. The principal Regulations are amended by-

- (a) deleting regulation 46; and
- (b) renumbering regulations 47, 48, 49, 50, 51 and 52 as regulations 46, 47, 48, 49, 50 and 51 respectively.

Amendment of
First Schedule

15. The principal Regulations are amended in the First Schedule by-

- (a) deleting the enabling provision of Form No. 2 and substituting for it the following:
“(Made under regulation 7A(a))”; and
- (b) deleting the enabling provision of Form No.3 and substituting for it the following:

SCHEDULES



**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WORKS AND TRANSPORT
TANZANIA SHIPPING AGENCIES CORPORATION
TASAC**



FIFTH SCHEDULE

(Made under regulation 4(2)(e))

AFFIDAVIT FOR DECLARATION ON NON-COMMISSION OF OFFENCE

I, an adult, Christian/Muslim and shareholder/director of M/S.....and a Resident of

DO HEREBY swear/affirm and STATE as follows:

1. THAT, I am the hereinabove named deponent hence, well conversant with the facts deposed hereunder.
2. THAT, I am the shareholder/director of M/S since day of, 20.....
3. THAT, I have never been convicted by any competent court for offence against:
 - (a) national security;
 - (b) national economy;
 - (c) non-payment or evasion of any tax or levy payable under any written law;
 - (d) corruption; and
 - (e) decency or morality.

Dated at this.....day of....., 20.....

(Name of Deponent)

VERIFICATION

I, do hereby declare and verify that what is stated in paragraphs 1, 2, and 3 are true to the best of my own knowledge.

Verified aton this.....day of, 20.....

(Name of Deponent)

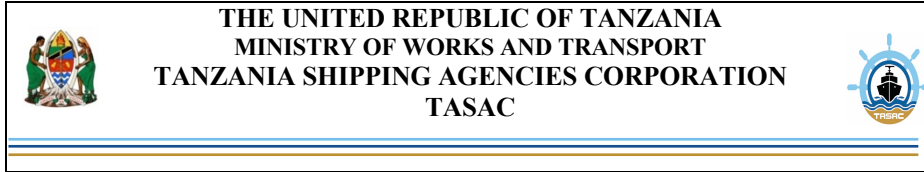
SWORN and DELIVERED at
by the said
who is known to me personally/
was introduced to me by.....
who is known to me personally on
this.....day of.....20.....
}
(Name of Deponent)

Before Me:

Name:

G.N. No. 379 (Contd)

Signature: Date: Position: Commissioner for Oaths
--



—————
SIXTH SCHEDULE
 —————

—————
(Made under regulation 21D (a)(i))
 —————

CONTAINER GUARANTEE FORM

To:

.....

(Name of Shipping Agent)

P.O.

BOX.....

.....

.....

1	FCL Guarantee Form for Dry Container(s) of: <i>(Name of Shipping Line)</i>	2.	Vessel/Voyage No:
3	Loading Port:	4.	Discharge Port:
5	B/L No:	6.	Container No(s):

G.N. NO. 379 (Contd)

7. We the consignee/consignee’s appointed clearing agent of above consignment shall at our risk and expense undertake full responsibility of the above mentioned full container (s) from(Name of a terminal) or any other designated inland Container Depot up to house delivery to..... (specify destination) and return of the empty container (s) to

(Name of
ECD)

8. In consideration of your agreeing to release the container (s) to us, we undertake/agree:
- (a) that, the container (s) under this guarantee will be returned to your nominated depot on or before
In case the container(s) is/are returned after the due date then we or the consignee will present this document for re-validation. We agree that the container(s) will not be accepted at the depot after the expiry date and we will not hold the line or their agents responsible for any lorry detention/delay due to non-compliance with this agreement;
 - (b) to invite you in writing for a joint survey prior to taking delivery of the container(s) from the port area or dry port in order to ascertain the condition of the container and to be indicated in the container interchange reports;
 - (c) should we /or our dents fail to return the container(s) within the above-specified date, we and our clients shall be liable to repair cost or demurrage charges according to LINE tariff which we hereby confirm as follows:

Days after the free period expiration	Standard container		Special Container (IMO, Flat, Open Top,)	
	20' DRY	40' / 40'hc	20'	40'
Tier Level 1(1- 7days after)				
Tier Level 2 (8 – 14 days)				
Tier Level 3 (after 14 days)				

- (d) that we and our clients shall be fully responsible for the full replacement value of the container(s) in the event of loss or damage or constructive loss of the container(s) cost of which shall be payable on demand in addition to all other incidental costs, being in force as at the relevant time and expenses and damage which shall also be

GN. NO. 379 (Contd)

- payable on demand;
- (e) we shall return the container(s) in a sound and clean condition without odours. If we return the container(s) in a damaged or unclean condition, we authorize you to repair and clean the container (s) as necessary and debit us with the cost accordingly and which we shall pay for them, on presentation of your invoice;
- (f) we and our clients agree to pay the specified refundable container deposit of USD PER TEU for local/Transit Cargo respectively to cover demurrage, cost of repairs to damage, or other expenses required to bring the container(s) in serviceable condition;
- (g) that, the cash /cheque deposit (guarantee) will be discounted and the amount remitted to our principal's accounts should we fail to return the container(s) within running days from the date of discharge without prejudice to demurrage settlement;
- (h) we and our clients shall notify your office when the container(s) leave the port and when they are repositioned back, and furnish you with container interchange reports outward/onward;
- (i) we and our clients do hereby indemnify you against all costs, charges and expenses inclusive of legal costs and disbursements incurred by you in abstaining or attempting to abstain payment due hereunder and such legal costs shall include every sum which would be allowed to your advocates in taxation as between advocate and our own client the intent that we and our clients shall afford to you a complete entitlement and unqualified indemnity in respect thereof;
- (j) container(s) left in depot locations other than the above stipulated for more than seven days without prior written consent from will be picked up by and returned to..... a penalty fee of usd 100 per TEU will be charged against our account for the wrong drop-off and transportation charges; and
- (k) in case we or our client ignore to respond to your written correspondences, you have the rights to deduct any outstanding amount from our security deposit without our prior confirmation.

.....
(Name of Authorized Signatory and Title)

.....
(Signature and Company Seal)

Dodoma
18th May, 2023

MAKAME M. MBARAWA
Minister for Works and Transport

