

**UNITED REPUBLIC OF TANZANIA
TANZANIA COMMUNICATIONS REGULATORY AUTHORITY**



LICENCE GRANTED UNDER

**THE TANZANIA COMMUNICATIONS REGULATORY AUTHORITY ACT, 2003
BY THE TANZANIA COMMUNICATIONS REGULATORY AUTHORITY**

TO

.....

FOR

**PUBLIC POSTAL SERVICES
IN THE UNITED REPUBLIC OF TANZANIA**

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LICENCE GRANTED BY TANZANIA COMMUNICATIONS REGULATORY AUTHORITY TO FOR THE PROVISION OF PUBLIC POSTAL SERVICES IN THE UNITED REPUBLIC OF TANZANIA

1.0 DEFINITIONS

- 1.1. In this licence, unless stated otherwise or the context otherwise requires:-
- 1.1.1 **"Act"** means the Tanzania Communications Regulatory Act, 2003
- 1.1.2 **"Authority"** means the Tanzania Communications Regulatory Authority
- 1.1.3 **"Courier service"** means any specialized service for the speedy collection, conveyance and delivery of postal articles other than letters.
- 1.1.4 **"Hybrid mail services"** means services resulting from a process in which a licensee combines telecommunications and information technologies with the licensee's physical network to convert electronic messages into written correspondence.
- 1.1.5 **"Licensee's network"** means all parts for those physical facilities involved in the activities of conveying, receiving, collecting, sending, dispatching and delivering letters within, to and from Tanzania by sea, by land or by air or through any person with whom the Licensee has a contract with or its agents or servants.
- 1.1.6 **"Letters"** means any form of written communication in the nature of current and personal correspondence including postcards not exceeding 500 gms in weight.
- 1.1.7 **"Postal service"** means any service by post
- 1.1.8 **"Licence"** means the licence to provide postal services
- 1.1.9 **"Licensee"** means any person providing postal services
- 1.1.10 **"Minister"** means means the Minister for the time being responsible for postal matters in the government of the United Republic of Tanzania (URT).

- 1.1.11 **Post**” means a system for collection, dispatching, conveying, handling and delivery of postal articles by or through public postal licensee.
- 1.1.12 **Postal article**” means any article or thing transmissible by post but does not include such article or thing as the Minister may prescribe to be not transmissible by post.
- 1.1.13 **Postage stamp**” means any label or stamp for denoting a postage or other sum payable in respect of postal article, and including any adhesive postage stamp or stamp printed, impressed or otherwise indicated on a postal article whether the postage is issued under the act, or by the government of any other country.
- 1.1.14 **“Public Postal Licensee”** means a body corporate designated by the Authority under Section 15 of the Act.
- 1.1.15 **“Postal tariff”** means any charges raised by the licensee for the conveyance and delivery of letters, provision of supplementary services to the letter post and the provision of postal financial services.
- 1.1.16 **“Universal postal services”** means basic postal services which includes the acceptance, conveyance and deliverance of letters up to 500gms, parcels and packets of up to 10kgs, literature for the blind and financial services delivered at equal postal tariffs and conditions accessible by all the population throughout United Republic of Tanzania.

2.0 CONDITIONS

2.1 SCOPE

- 2.1.1 The Tanzania Communications Regulatory Authority (herein referred to as the “Authority”) in accordance with Section six of the Tanzania Communication Regulatory Act, 2003 and sections 13, 14 and 15 of the Tanzania Communication Act No. 18 of 1993, hereby grants a licence to -----
----- (herein referred to as the “Public Postal Licensee”) to provide postal services in the United Republic of Tanzania.
- 2.1.2 The Licensee is authorized to provide universal postal services in the United Republic of Tanzania.

2.2 DURATION AND RENEWAL OF LICENCE

2.2.1 This Licence is granted this day.... for a period of twenty five years and expires on

2.2.2 For the avoidance of doubt, the Public Postal Licence granted to the Licensee on.....for the provision ofis hereby revoked and replaced by this licence.

2.2.3 The Authority shall renew the licence period in accordance with the TCRA Licensing Guidelines and Procedures.

2.3 OWNERSHIP AND CORPORATE OBLIGATION

The Licensee shall comply with the following conditions on ownership:-

2.3.1 to furnish the Authority a copy of their shareholding structure

2.3.2 to notify the Authority in writing of any changes to its ownership and control structure.

2.3.3 to notify the Authority of any joint venture into which it enters with any other person or entity holding a licence issued by the Authority.

2.4 LICENCE FEES

The Licensee shall pay the Authority:-

2.4.1 An Application fee of 100,000/=

2.4.2 An initial fee of 15,000,000/=

2.4.3 Royalty fees of 0.8% of gross turnover of postal business

2.4.4 Any such further fees which the Authority may prescribe

2.5 DESIGNATION AS THE PUBLIC POSTAL LICENSEE

2.5.1 The Licensee is hereby designated as the Public Postal Licensee who shall perform all functions relating to the operation and provision of universal postal services in the United Republic of Tanzania with exclusive rights to issue postage stamps, installing private and posting letter boxes and use of the word "post office".

2.5.2 The Licensee shall provide and maintain letter posting boxes and post offices throughout the United Republic of Tanzania and may use the words post or postal office on such boxes and offices. The Licensee will be required to attain a letter box and post office penetration level as will be mutually agreed upon between the Licensee and the Authority from time to time.

2.5.3 The Licensee shall strive to provide private letter boxes and shall charge a fee as provided for under condition number 2.17 below.

2.6 PROVISION OF MAIL SERVICES

2.6.1 The Licensee shall provide postal services at a regulated fee to any person who requests for such services at any place in the Licensed area as follows:-

- (a) Conveyance and delivery of letters by post or electronic means within the United Republic of Tanzania (URT).
- (b) Conveyance and delivery of letters by post or electronic means originating from other countries and coming into Tanzania and vice versa.
- (c) Carrying all the incidental services of receiving, collecting, sending, dispatching and delivering all letters within Tanzania.
- (d) Carrying all the incidental services of receiving, collecting, sending, dispatching and delivering of letters originating from other countries and coming into Tanzania.

2.6.2 The Licensee shall also provide to such person services for conveying, receiving, collecting, sending dispatching and delivering other postal articles within Tanzania; and to and from other countries in conformity with the convention of the Universal Postal Union (UPU) and where such arrangements exist with non-member countries of the UPU.

2.7 PROVISION OF FINANCIAL SERVICES

The Licensee shall provide to any person who requests for postal financial services operated by the Licensee on its own account or on behalf of government and non-governmental agencies as follows:-

- (a) Provision of Money Order services with the country and to and from foreign countries where such arrangements exist and in accordance with the Money Orders Agreement of the Universal Postal Union.

- (b) Provision of postal order services within and outside Tanzania.
- (c) Provision of cash-on-delivery services within and outside Tanzania.
- (d) Provision of Postal Giro services within and outside Tanzania and in accordance with the Postal Giro Agreement of the Universal Postal Union.

2.8 PROVISION OF PARCEL SERVICES

- 2.8.1 (a) Conveyance and delivery of parcels within the United Republic of Tanzania.
- (b) Conveyance and delivery of parcels originating from other countries coming into the URT and vice-versa.
- (c) Carrying all the incidental services pertaining to conditions 2.6 and 2.7 and in conformity with the convention of the Universal postal Union and where such arrangement exists with non-member countries of the UPU.

2.9 PROVISION OF COURIER SERVICES

- 2.9.1 The Licensee shall provide courier services to any person who requests for such services where available.
- 2.9.2 The Licensee is hereby designated as the "Basic Courier Service Operator" with the ultimate responsibility of making the service accessible to all parts, of the country.

2.10 PROVISION OF SERVICES IN THE RURAL AREAS

- 2.10.1 The Licensee is hereby designated to directly provide and maintain such services as stipulated under Condition 2.6, 2.7, 2.8 and 2.9 at all district administrative centers in the URT except where:-
 - (i) the Authority's express exemption is sought and granted on economic grounds.
 - (ii) the situation is on a temporary basis

- 2.10.2 The licensee will have the Universal Service Obligation to provide and maintain basic postal services in all disadvantaged areas by utilizing the Universal Service Fund established under Section 100 of the Act.
- 2.10.3 The Licensee shall draw up and implement a sustainable programme for the development of postal services by utilizing the Capital Contribution Fund as set out under Section 13 of the Tanzania Posts Corporation Act 1993.

2.11 PRESERVATION OF POSTAGE STAMPS IN ARCHIVES

- 2.11.1 The Licensee shall make available to the Authority the following items which will be kept in postal archives:-
- (i) One sheet of each denomination of any stamp, which has been issued.
 - (ii) One set of philatelic materials including First Day Covers and Souvenir Sheets issued in conjunction with any new stamp issue.
 - (iii) Rough and final Artwork, approved proofs and one progressive sheet each denomination of any new stamp issue.
 - (iv) Printing plates of any new stamp issue after its withdrawal from sale.
 - (v) "First day of issue" impressions of slogan dies, date-stamps and other artifacts used in the production of philatelic materials and items
- 2.11.2 The Licensee shall surrender to the Authority all philatelic archival materials in respect of past stamp issues relating to the United Republic of Tanzania.

2.12 CONTRACTS WITH THIRD PARTIES TO PROVIDE LICENSED SERVICES

- 12.1 Where the Licensee intends to enter into any joint venture, association, contract or arrangement, with a third party, the effect of which would be to permit that third party to provide postal services which only the Licensee is permitted under this Licence to provide, thereby contravening

- the conditions of the Licence the Licensee shall seek approval from the Authority on the joint venture, or association, in question
- 12.2 The Authority may direct the Licensee to effect any changes deemed necessary in the terms and conditions of the proposed joint venture or association.
- 12.3 If the Licensee fails to effect the necessary changes referred to in Condition 12.2, the Authority may direct the Licensee to terminate any such joint venture, or association.
- 12.4 Nothing in Condition 8.1 shall be deemed as requiring the Licensee to obtain the approval of the Authority
- (a) for the appointment of agents or for the employment of contractors or sub-contractors to carry out any work or provide any service which enables the Licensee to discharge its duties and obligations under this License provided that the Licensee shall be liable to the Authority for any act, default, neglect or otherwise of the agents and contractors or sub-contractors in carrying out any such works or providing any such services, and
 - (b) if the approval had been obtained from the Authority.

2.13 COMPLIANCE WITH THE LAW

- 2.13.1 The Licensee shall comply with the provision of the Tanzania Communications Act 1993, TCRA Act 2003 and other laws of the United Republic of Tanzania.
- 2.13.2 Nothing in this licence shall be taken as discharging the Licensee from its obligations to obtain any other licence which may be required under any written law.

2.14 COMPLIANCE WITH REGULATORY REQUIREMENTS

The Licensee shall comply with the provisions of the Authority regulations and guidelines issued under the Act.

2.15 COMPENSATION

The Licensee shall be responsible for correspondences and postal items entrusted to it and shall pay compensation as may be appropriate to customers for losing, misplacing, delivery or falling to guarantee the integrity of correspondences and postal items.

2.16 SAFETY MEASURES

- 2.16.1 The Licensee shall in respect of all postal systems, tools, equipment and installations, possessed, operated, maintained or used under this licence, take all proper and adequate safety measures to safeguard life of staff and property.
- 2.16.2. The Licensee shall accept for transmission any prohibited articles as specified by written laws of the country, international conventions and Postal Regulations.

2.17 CHARGING MECHANISM AND TARIFF REGULATION

- 2.17.1 The Licensee shall take reasonable steps to ensure that the charging mechanism used in connection with its universal postal service is accurate and reliable in all material aspect.
- 2.17.2 The Licensee shall file any tariff adjustment to the Authority well in advance. The Licensee shall be free to introduce any such tariffs if the Authority will not have reacted negatively to such proposals up to one calendar month prior to the planned introduction of such tariffs
- 2.17.3 The Licensee shall be obliged to review any proposed tariffs which are rejected to make them in line with criteria set down by the Authority.
- 2.17.4 The Licensee shall announce the proposed tariff increase in the press two weeks in advance.

2.18 QUALITY OF SERVICE REQUIREMENTS

- 2.18.1 The licensee shall meet all quality of service requirements in providing Postal Services as specified in the Quality of service standards as issued and modified by the Authority from time to time.
- 2.18.2 The Licensee shall, within three months after the end of each financial year, submit to the Authority a report providing details of the performance of the Licensee during the previous financial year against the standard referred to in condition 17.1.
- 2.18.3 In the event of established poor performance for the period in question, the Authority shall in the interest of the public take any necessary steps to redress the situation.

2.19 GENERAL PERFORMANCE OF THE LICENSEE

The Licensee shall enter into Performance Contract with the Authority and each year audit will be undertaken to assess its achievement.

2.20 CONFIDENTIALITY AND INTEGRITY OF POSTAL ITEMS

- 2.20.1 The Licensee shall be responsible for the inviolability of the secrecy of correspondence and confidentiality and integrity of postal articles.
- 2.20.2 Postal article may be opened only in an exceptional circumstances as indicated below:-
- (i) for the purposes of taxation;
 - (ii) for verifications and control by performed by competent police, senior staff of the Authority or Government;
 - (iii) for postal articles earmarked for destruction by the Authority or Licensee
 - (iv) prohibited articles
 - (v) by the Licensee's auditors for the purpose of auditing the Licensee's accounts;

- (vi) by the Licensee's attorney(s) in connection with any potential, threatened or actual litigation between the Licensee and the customer concerned;

2.21 COMPLAINTS

The Licensee's chief executive officer, or any other person in the Licensee's full-time employ designated by the Licensee shall respond to complaints made regarding the Licensee's service and shall take appropriate steps in respect of such complaints in accordance with the provisions of this Act and subsequent regulation thereof.

2.22 CAPACITY BUILDING

- 2.22.1 In accordance with the National Postal Policy the licensee will have to employ skilled and an maintain an efficient Human Resource base which will effectively deliver the increasing diversified postal services in the changing environment.
- 2.22.2 The Licensee shall submit to the Authority the Human Resource Development Plan outlining strategic enhancement of the local success plan towards empowerment of local managers.
- 2.22.3 The Licensee shall annually furnish the Authority the report of implementation of the Human Resources Planning.
- 2.22.4 The Licensee shall facilitate participation of its technical staff in Training with or outside the United Republic of Tanzania.

2.23 CODE OF CONDUCT FOR CONSUMER AFFAIRS

- 2.23.1 The Licensee shall prepare and establish and publish a procedure for handling complaints from customers about the manner in which the Licensee conducts its business.
- 2.23.2 The Licensee shall submit to the Authority annual reports of service complaints and Licence compliance with the code of practice.

2.24 CONTRIBUTION TO THE UNIVERSAL SERVICE FUND

The Licensee shall pay on the 1st of July of each year an amount of money which will be determined by the Authority from time to time as a contribution to the Universal Service Fund.

2.25 RESTRICTIONS ON UNDUE PREFERENCE AND UNDUE DISCRIMINATION

2.25.1 The Licensee shall not (whether in respect of the charges or other terms or conditions applied or otherwise) show undue preference to, or exercise undue discrimination against particular persons or persons of any nationality or description (including, in particular, persons in rural areas) in respect of:

- (a) the conveying by post of all letters; and
- (b) carrying all the incidental services of receiving, collecting, sending, dispatching and delivering all letters

2.25.2 The Authority shall determine any question relating to whether any act done or course of conduct pursued by the Licensee amounts to such undue preference or such undue discrimination.

2.26. LICENCE IS NOT TRANSFERABLE

2.26.1 The Licensee shall not assign, sublet or otherwise dispose of its rights duties, liabilities, obligations and privileges or part thereof under the terms and conditions of this Licence to any person except with the prior written approval of the Authority.

2.26.2 Any such approval shall be subject to such terms and conditions as the Authority in its absolute discretion may impose.

2.27 EXCEPTIONS AND LIMITATIONS ON OBLIGATIONS

2.27.1 The Licensee's obligations under this Licence have effect subject to the exceptions and limitations set out below.

2.27.2 The Licensee shall not be held to have failed to comply with its obligations if and to the extent that the Authority is satisfied that it is prevented from complying with those obligations by the act or the omission of any national authority, local authority or international organization or as the result of any other cause which in the opinion of the Authority is beyond the Licensee's reasonable control.

2.27.3 The Licensee shall not be required to provide any postal services, or any particular class or description thereof, if the Authority is satisfied that the Licensee or any other party supplies or provides instead a service, of another class or description which satisfied the purposes of this Licence or at least to the same extent.

2.28 NOTIFICATION

Any notification which is required to be given under this Licence by the Authority shall be satisfied by serving the document by post at the Licensee's registered premises.

2.29 BREACH OF CONDITIONS

Where the Authority is satisfied that the Licensee is breaching or has breached any of the conditions, the Authority shall serve a notice in writing on the Licensee requiring him to remedy the breach within a reasonable period of time to be specified in the notice but not exceeding six (6) months from the date of the service of the notice.

2.30. PENALTIES

If the Authority establishes that the Licensee has made a breach of the conditions of Licence, it may,

- (i) revoke the Licence or;
- (ii) suspend the licence for such a period as it thinks fit or;
- (iii) take any other appropriate remedial action.

but not before giving adequate notice of the intended action to the Licensee.

2.31. REVOCAION

2.31.1 This licence shall be subject to revocation on ten years' notice in writing of such revocation and such notice shall accordingly not be given before the end of the fifteenth year after the granting of this Licence.

2.31.2 Notwithstanding paragraph 2.1 of the Licence and paragraph 2.10 above, the Authority may at any time revoke this Licence by giving 90 days'

notice in writing to the Licensee under any of the following circumstances:-

- (a) If the Licensee agrees in writing with the Authority that the Licence should be revoked.
- (b) If the Licensee enters into receivership or liquidation.
- (c) If any amount payable under condition 2.4 is unpaid 90 days after it becomes due and remains unpaid for a period of 30 days after the Authority notifies the Licensee that the payment is overdue.

ISSUED AT DAR-ES-SALAAM ON THIS _____ DAY OF _____ 20_____

**DIRECTOR-GENERAL
TANZANIA COMMUNICATIONS REGULATORY AUTHORITY**