

# THE UNITED REPUBLIC OF TANZANIA

# **MINISTRY OF AGRICULTURE**

## **PUBLIC WAREHOUSES UTILIZATION GUIDELINE**

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#### **FOREWORD**

The Ministry of Agriculture (MoA) is responsible for ensuring food security and promoting sustainable agricultural practices in the country. To achieve these objectives, the MoA intends to employ the key strategies which include the construction, licensing and effective operationalization of food storage warehouses as legally stipulated in the discharge of ministerial functions. The food storage facilities play a vital role in protecting food crops, thereby reducing the qualitative and quantitative post-harvest losses, thus improving food and nutrition security and public health. They also contribute to maintaining the stable food supply, enhancing competitive agricultural trade and improving the farmers' access to markets and other related services. By investing in food storage infrastructure, the food prices would be stabilized, thus lowering inflationary pressure in the economy.

The introduction of the "public warehouses utilization guideline" marks a significant step towards optimizing the use of public storage facilities. This guideline is designed to address the challenges of underutilization and improve operational efficiency and maintenance. This will enable the farmers to access the storage services and other bundled services such as marketing, credit and supply of farm input and equipment. The guideline aims to enhance the competitiveness of Tanzania's agricultural sector and strengthen its ability to meet both domestic and regional food demands.

The guideline was developed through collaborative efforts with the key stakeholders, including the World Bank and other development partners. The guideline provides a clear and comprehensive framework for the operationalization of food storage warehouses. It also establishes the governance structures, define roles and responsibilities of the stakeholders and promote sustainable practices in attempt to maximize the benefits of these facilities.

The ministry is confident that the implementation of the referred guideline will enable the warehouses to become fully operational, thereby maximizing their potential and

enhancing the overall efficiency and effectiveness of the food storage system. Additionally, the guideline will support the formalization of agricultural trade and marketing. We encourage all stakeholders to actively engage in applying this guideline in order to realize its full potential and support Tanzania's vision of becoming the food hub for Africa.

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Ministry of Agriculture

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### LIST OF ACRONYMS

ADP Agricultural Development Program

Al Artificial Intelligence

AMCOS Agricultural Marketing Cooperative Society

ASDP II Agriculture Sector Development Program Phase II

COPRA Cereals and Other Produce Regulatory Authority

CPB Cereals and Other Produce Board

CMSA Capital Market and Securities Authorities

DED District Executive Director

DLIs Disbursement Linked Indicators

ElA Environmental Impact Assessment

FBOs Farmer Based Organization

Ha Hectare

GHG Green House Gases

KG Kilogram

Local Government Authority

M&E Monitoring and Evaluation

MEO Mtaa Executive Officer

MoA Ministry of Agriculture

Mt Metric tone

NFRA National Food Reserve Agency

RAS Regional Administrative Secretary

RS Regional Secretariat

SOP Standard Operating Procedure

SUA Sokoine University of Agriculture

TBS Tanzania Bureau of Standard

TDV Tanzania Development Vision

TFSRP Tanzania Food System Resilience Program

TMX Tanzania Mercantile Exchange

TPHPA Tanzania Plant Health and Pesticide Authority

TZS Tanzania

URT United Republic of Tanzania

VEO Village Executive Officer

WB World Bank

WEO Ward Executive Officer

WFP World Food Programme

WMA Weights and Measures Agency

WRRB Warehouse Receipts Regulatory Board

WRS Warehouse Receipt System

### **TERMS AND GLOSSARIES**

**Amendment** refers to an addition or deletion or modification to the guideline designed to improve the same.

**Community engagement** refers to the process of working collaboratively with the groups of people that surround the warehouse.

**Key stakeholders** refers to an individual, groups of people, public and/or private institution that is involved in one way or another in the utilization of public warehouses.

Land refers to the area where the public warehouse is built.

**Management** refers to proper planning, recording, controlling, supervising and monitoring of activities which are carried out at warehouses.

**Operation manual** refers to the document that outlines the procedures, guideline and instructions for operating the warehouses, machine or process.

**Operation**' refers to all activities that involve utilization of the warehouses.

**Review** refers to an assessment of the guideline with an intention of establishing whether it satisfies the required need and instituting the change if necessary.

**Public warehouse** refers to the warehouse which was constructed by the MoA and other development partners for the purpose of food storage.

**Standard operating procedure** refers to procedure used by the operator to operate the warehouse.

**Warehouse operator** refers to an individual, company, or institution that is assigned the responsibility of operating the warehouse.

**Warehouse owner** refers to the government authority, entity, AMCOS or FBO which owns a public warehouse.

Commodities refers to food crops.

**Guideline** refers to the guideline for the public warehouse management for improved warehouse management modality.

**Receipt** refers to a document which is issued by the warehouse operator in order to acknowledge the receipt of food crops to be stored in the warehouse.

### **PART ONE**

### INTRODUCTION



### 1. Background

The construction and operationalization of warehouses are pivotal in achieving the Tanzanian government's goals such as enhancing food system resilience, reducing Post-Harvest Losses (PHLs), eradicating hunger, achieving food security, improving nutrition, and promoting sustainable agriculture. These objectives, as outlined in the Tanzania Development Vision 2025 (TDV 2025), Agenda 10/30, the Five Year Development Plan Phase III, the Agricultural Policy 2013, and the Tanzania Agriculture Master Plan 2050, emphasize the importance of strengthening food and nutrition security as a national priority.

To realize the referred objectives, the government committed itself to transforming food systems by constructing the warehouses through various initiatives such as MIVARF, COWABAMA-BRN, ERPP and TANIPAC. Despite these investments and the establishment of the functioning warehouse receipt system, the majority of public warehouses, close to 60% - 70%, remain underutilized due to unclear ownership and governance challenges. This has resulted in increased PHLs and limited access to markets and other relevant services among the depositors particularly farmers.

To address the noted challenges, the government aims to increase the utilization of public warehouses by improving the existing warehouse management modality. The modern and well-utilized warehouses are essential for reducing PHLs by providing secured, climate-controlled environments that preserve the quality and safety of crops, thereby minimizing the spoilage and contamination risks. Moreover, the effective

warehousing systems facilitate the aggregation and distribution of produce, which enhance market access for smallholder farmers, stabilize food supplies and reduce price volatility.

### 1.1. Rationale and Purpose of the Guideline

The Tanzanian government has been investing in the construction of warehouses in attempt to ensure food and nutrition security and formalize crop trade across the country. Despite this investment and the establishment of the functioning warehouse receipt system, the majority of public warehouses, around 60-70%, remain underutilized due to unclear ownership, low production, inadequate accessibility of the warehouse, lack of guideline for operationalization of public warehouses, inefficiencies of AMCOS and low level of stakeholder involvement during planning. The underutilization of the public warehouses is also attributed to limited availability of financial services at public warehouses, lack of other services related to warehouse utilization, long bureaucratic procedure for acquiring public warehouses and governance challenges<sup>1</sup>. This underutilization of the public warehouses diminishes the potential benefits of these facilities.

As a regional grain hub, Tanzania is expected to have robust infrastructure which is capable of efficiently storing and handling large volumes of food grains. However, the current underutilization of the warehouses prevents the country from fully capitalizing on its regional trade opportunities.

Efficient warehouses are also crucial for developing the competitive value chain. The underutilization of the warehouse facilities disrupts the flow of food grains from the production area to the market. Underutilization of the warehouse facilities also affects the ability to store surplus grain, thus leading to potential food losses and instability in the food supply. Currently, food losses in the country is estimated to reach up to 30% - 40%.

To address the noted challenges, the government has introduced an improved warehouse management modality. This new modality aims to optimize the use of the

<sup>&</sup>lt;sup>1</sup> Mapping of public warehouse and consultation of stakeholder for improved warehouse management modality, 2024

existing storage facilities by enhancing the management and operational efficiency. It focuses on the improvement of the handling and storage of grains and boosting value chain commercialization in attempt to meet both domestic market and regional trade requirements. Additionally, the modality incorporates the climate-resilient measures in order to reduce PHLs in the face of the changing climate.

The improved management modality is articulated in the warehouse utilization guideline. This guideline aims to establish the comprehensive framework for the utilization of public warehouses and outline of the management and operational procedures which specify the roles and responsibilities of the key stakeholders, including the private sector. The guideline will ensure effective governance, accountability mechanisms and promotion of the warehouse receipt system where applicable. They will also ensure the development and sustainability of warehouse infrastructure and operations.

### 1.2. Scope of the Guideline

The guideline applies to all public warehouses which were constructed for the storage of food and cash crops without prejudice to the existing laws and regulations that govern the operation and management of the warehouses across the country.

### 1.3. Objectives of the Guideline

### 1.3.1. General Objective

The general objective of the guideline intends to introduce the management modality that enhances the food system resilience through increased utilization of the public warehouses.

### 1.3.2. Specific Objective

Specifically, the guideline aims to:

- 1. Clearly define the warehouse ownership and property rights;
- Specify the management and operational procedures under the new management modality;

- 3. Establish the governance structure and accountability mechanisms which are necessary to ensure the transparency, proper functioning and oversight of the warehouse operations;
- 4. Adopt the warehouse receipt system where applicable in order to streamline formal marketing;
- 5. Promote development and sustainability of warehouse facilities and operations and
- 6. Promote the data, information and reporting systems for public warehouses.

### 1.4. Custodianship

The gguideline shall be under the custody of the ministry which is responsible for agriculture.

### 1.5. Structure of the Guideline

The guideline is organized into five parts.

**Part One: It** presents the background, rationale and purpose of the guideline. It also outlines the approaches and processes used, scope and objectives, custodianship and intended users and overall structure of the guideline.

**Part Two:** It presents the details about the ownership and property rights as well as the management and operational procedures in the new management modality.

**Part Three:** It focuses on the strategies for the development and long-term sustainability of warehouse infrastructure and operations.

**Part Four:** It addresses the governance structures and accountability mechanisms necessary to ensure the proper functioning and oversight of the warehouse operations.

**Part Five:** It provides the procedures for the periodic review and amendment of the guideline to ensure that they remain relevant and effective.

### **PART TWO**

### OWNERSHIP, MANAGEMENT AND

### **OPERATIONS OF WAREHOUSES**



### 2. Warehouse Ownership

The ownership of all land in Tanzania belongs to the public and the radical title is vested in the President as trustee for and on behalf of all citizens of Tanzania. The Land Act, Cap 4 and the Village Land Act, Cap 5 constitute the major land laws in the country. Under the land laws, the ownership of the land include the right over all structures such as warehouses, which are built over it. The Right of the Occupancy (certificate of title) is the legal document which is issued by the mandated authority in order to show the ownership of the land. The right of occupancy can be through the granted right of occupancy or customary right of occupancy under periodical tenure of 33 years, 66 years or 99 years.

## Instructions for Owner(s)

- i. The owner shall have the obligation to make follow up to the mandated authority in attempt to obtain the certificate of the right of the occupancy of the area where the public warehouse has been built or is about to be built.
- ii. In case of the joint co-ownership, the certificate of occupancy must list all the owners by name.
- iii. The owners must safeguard the certificate to prevent its loss or destruction.

## 2.1. Obligations of Owner(s)

For any typology of ownership which is recognized under this guideline, the owner(s) of the warehouse shall have the following obligations:

- i. To oversee the management and operations of the public warehouses as stipulated in the agreement with an operator;
- ii. To search for and engage the warehouse operator based on the criteria stipulated under Section 2.3 of this guideline;
- iii. To develop and enter into agreements and contracts with an operator for operation of public warehouse;
- iv. To ensure strict adherence to all terms and conditions in the agreement and contracts with an operator;
- v. To collaborate with relevant authorities in order to resolve the disputes arising from warehouse operations;
- vi. To oversee and ensure regular maintenance and repairs of the warehouse;
- vii. To ensure timely remittance of land rent to appropriate authorities;
- viii. To comply with the regulations that govern the warehouse management operations;
- ix. To secure the warehouse insurance as a policy holder and
- x. To ensure security of the warehouse and related facilities.

### 2.2. Selection of Warehouse Operator(s)

The selection of the warehouse operator who will manage and operate the public warehouse will be based on the following criteria:

## a) Financial Capability

The operator must demonstrate sufficient financial strength in order to sustain the warehouse's operations. The key considerations include:

- i. Availability of working capital to manage day-to-day operations effectively;
- ii. Availability of working capital to facilitate the depositors' access to fund using their stored commodities as collateral:
- iii. Ability to link farmers with financial institution;
- iv. Ability to provide other post-harvest services such as the post-harvest technologies and packaging materials;
- v. Proven ability to meet financial obligations such as employee wages, utility bills and maintenance costs;

- vi. Submission of audited financial statements for the last 2 to 3 years and
- vii. Evidence of access to credit facilities or financial institutions, if required.

## b) Regulatory Compliance

The operator must adhere to all legal and regulatory requirements. The legal and regulatory requirements include:

- i. Valid business registration and operational licenses;
- ii. Compliance with labour laws, tax regulations, and environmental standards;
- iii. Certification or accreditation from relevant government bodies or industry associations if applicable and
- iv. Demonstration of compliance with food safety and quality assurance standards.

### c) Operational Capability

The operator must exhibit the technical and operational capacity in order to run the warehouse efficiently. The operator's technical and operational capacity include:

- i. Experience in managing similar facilities or logistics operations;
- ii. Availability of skilled personnel to handle warehousing tasks such as inventory management, quality control, and equipment maintenance;
- iii. Implementation of warehouse management systems (WMS) for real-time monitoring of inventory and storage conditions if applicable and
- iv. Capacity to maintain the warehouse infrastructure and adhere to established operational procedures.

### d) Reputation and Background

The operator's credibility and track record are critical to ensuring trust and reliability. The factors to evaluate in attempt to determine the operator's credibility and track record include:

- i. References and testimonials from the previous clients or partners;
- ii. A clean history which is free from fraud, legal disputes or operational failures;
- iii. Positive standing in the industry, which is supported by awards, certifications, or memberships in professional organizations and
- iv. Feedback from community stakeholders if applicable.

### e) Risks and Mitigation Strategies

The operator must identify potential risks and present strategies in attempt to mitigate them effectively. The areas to consider include:

- Security risks, such as theft or vandalism and measures to safeguard inventory;
- Environmental risks, including fire, pest infestations and corresponding mitigation strategies and
- Market risks such as fluctuations in demand and plans in order to maintain operational viability during downturns.

### f) Other Criteria

The warehouse owner reserves the right to include additional criteria as deemed appropriate. These criteria may be tailored to specific warehouse requirements such as:

- i. Alignment with the government policies or Public-Private Partnership agreements;
- ii. Commitment to sustainability practices such as energy efficiency and waste management and
- iii. Provisions for fostering gender inclusivity or empowering local communities.

## 2.3. Registration and Licensing of Warehouses

The public warehouse registration and licensing procedures shall be in accordance with the procedures set by mandated registration and licensing authorities.

### 2.4. Warehouse Agreements

The owner of the warehouse will collaborate with the operator through a formal agreement under this guideline. Under this guideline, the public warehouse operations will be governed by three types of agreements, namely the service agreement, property management agreement and lease agreement.

## 2.4.1 Service Agreement

The service agreement in warehouse operations is a contract between the warehouse owner and an operator as a customer who seeks to utilize the warehouse in order to offer storage and market assembly or any relevant services as per the service agreement entered. The template of service agreement is attached in Annex III which may be modified in order to fit the relevant circumstances. Under this guideline, the service agreement will typically include, among other things, the following elements:

- Scope of services: It entails specific services such as storage, assembly marketplace, inventory management, order fulfillment, packaging and uplifting to be provided by the warehouse operator.
- 2. **Storage conditions**: These are specifications on how the goods will be stored, including security measures and handling.
- Assembly marketplace conditions: These are specifications which constitute
  the declaration of use of public warehouse as an assembly point for marketing
  and auctions of food produce.
- 4. **Duration**: This is the time frame for which the services will be provided, including any renewal terms.
- 5. **Fees and payment terms**: These are costs which are associated with the warehousing services, including storage fees, handling charges and payment schedules.
- 6. **Responsibilities**: These are obligations of both the warehouse owner and operator.
- 7. **Liability and insurance**: These are clauses that define the warehouse's liability for loss or damage to goods and the insurance coverage required by either party.
- 8. **Performance metrics**: These are standards for service performance such as accuracy in order fulfillment, timeliness of uplifting and inventory accuracy.
- 9. **Termination and dispute resolution**: These are conditions under which the agreement can be terminated and how the disputes will be resolved.

### 2.4.2 Property Management Agreement

This is an agreement or contract between the warehouse owner and operator as a property manager. The agreement outlines the terms and conditions for managing the

warehouse facility, including repair and maintenance. This agreement specifies the responsibilities of the operator pursuing property management role on behalf of the owner. The template of property management agreement is attached in Annex IV which may be modified to fit the relevant circumstances. Under this guideline, the property management agreement or contract shall, among other things, include the following elements:-

- 1. **Scope of management services**: It details the specific management services such as leasing, rent collection, maintenance, repairs, security, and tenant management to be provided by the warehouse.
- 2. **Property maintenance**: It outlines the responsibilities for maintaining the warehouse, including routine inspections, repairs, cleaning and ensuring the property complies with regulatory requirements.
- 3. **Tenant relations**: They specify how an operator as a property manager will handle tenant issues, including lease agreements, tenant complaints and the enforcement of lease and charges terms.
- 4. **Financial management**: It covers the management of financial aspects such as collecting rent, paying bills, budgeting for repairs and providing financial reports to the property owner.
- 5. **Fees and compensation**: It details the payment structure for the warehouse management services, including the management fees and commissions.
- 6. **Liability and insurance**: They clarify the liability of the warehouse operator as a manager and the warehouse owner, including the required insurance coverage to protect the warehouse against property damage, liability claims and other risks.
- 7. **Duration and termination**: They define the length of the agreement, renewal terms and conditions under which either party can terminate the agreement.

### 2.4.3 Lease Agreement

This is an agreement between the owner of a warehouse (the lessor) and an operator (the lessee), which outlines the terms and conditions under which the tenant is allowed

to use the warehouse space. This agreement is crucial for defining the rights and responsibilities of both parties. The template of lease agreement is attached in Annex III which may be modified in order to fit relevant circumstances. Under this guideline, the key elements of the lease agreement shall, among other things, include:

- Premises description: This is a detailed description of the warehouse space which is being leased, including its location, size and any specific areas like office spaces, loading docks or storage areas.
- 2. **Lease term**: This is the duration of the lease, including the start and end dates and any options for renewal.
- 3. **Rent and payment terms**: These refer to the amount of rent to be paid, payment schedule (monthly, quarterly, annually etc.) and any additional charges such as maintenance fees, utilities or taxes.
- 4. Use of premises: It specifies the permitted uses of the warehouse such as storage, distribution or manufacturing and any restrictions on the type of goods that can be stored or activities that can be conducted.
- 5. **Maintenance and repairs**: They define who is responsible for maintaining and repairing the warehouse, including structural repairs, routine maintenance, and compliance with safety regulations.
- 6. **Alterations and improvements**: This is the guideline on whether the tenant can make changes or improvements to the warehouse space and, if so, the conditions under which these can occur.
- 7. **Security deposit**: This comprises the amount of the security deposit required, the conditions for its return and the circumstances under which it may be withheld.
- 8. **Insurance and liability**: They specify the types of insurance such as property insurance, liability insurance, and workers' compensation that each party must carry and outlines liability for damage or loss.

- 9. **Termination conditions**: These comprise the conditions, including notice periods, penalties, and procedures for vacating the premises under which the lease can be terminated by either party.
- 10. **Subleasing and Assignment**: Terms regarding whether the tenant is allowed to sublease the warehouse or assign the lease to another party.

### 2.5. Procurement by Warehouse Operators

The procurement of the public warehouse operators shall abide by the public procurement process as stipulated in the Public Procurement Act of 2023 and as may be amended and Public Procurement Regulations of 2024 and as may be amended.

### 2.6. Obligations of Operator(s)

Under this guideline, the warehouse operator shall fulfil the following obligations:

- i. To receive, store and deliver commodities using the standard operating procedure as indicated in Annex I;
- i. To issue the warehouse receipts to depositors (farmers, traders, etc.), which serve as proof of ownership and they can be used as collateral for loans;
- ii. To obtain the necessary permits and licenses for operating the warehouse;
- iii. To observe the agreements entered with the warehouse owner;
- iv. To pay any rent, fees, charges, levies, and taxes to the owner and other relevant authorities:
- v. To ensure the maintenance and repairs of the warehouse when the need arises;
- vi. To provide access to public warehouse services, including storage and marketing among the farmers and other stakeholders;
- vii. To comply with the laws that govern the warehouse operations;
- viii. To provide the security and care of the commodities handled in the warehouse;
- ix. To provide insurance of goods;
- x. To bear liability of damage or loss of commodities;
- xi. To undertake the record keeping and reporting;
- xii. To maintain good conditions of the interior and exterior part of the premises;

- xiii. To comply with food quality and safety standards which are governed by relevant authorities;
- xiv. To comply with the pesticide application as stipulated in the Plant Protection Act of 1977;
- xv. To provide accurate and complete documentation, including the receipts and records to the owner and relevant authorities
- xvi. To ensure that the lien is satisfied before the delivery of the commodities from the warehouse.
- xvii. To provide temporary employment where applicable with high priority given to women and youth of the surrounding area and
- xviii. To carry out any other development after the consultation and agreement with the warehouse owner.

## 2.7. Warehouse Services, Users and Key Stakeholders

Different categories of the users of the public warehouse services which are recognized under this guideline include depositors, public authorities and entities that may use the warehouses as an assembly and auction marketplace in attempt to facilitate the exchange of commodities between the sellers and buyers. The public warehouses may be used as central aggregation marketplace where the sellers (depositors) and buyers can exchange the commodities. The TMX platform which is implemented through a diverse commodity exchange ecosystem involves, among others, the WRRB, COPRA and private sector. The TMX platform would involve the utilization of the network of the public warehouses. The key users of the services which are offered by the public warehouses and their obligations are presented as follows:

### 2.8. Depositor(s)

The depositors comprise the suppliers who are the farmers and their FBOs and traders who deposit their produce in the public warehouse. Under this guideline, the obligations of the depositor(s) shall include:

i. To deliver quality and safe commodities to the warehouse;

- ii. To deliver the produce in the recommended packaging and unit weight of measure to the warehouse;
- iii. To receive and verify post-delivery information in the issued document and receipts;
- iv. To observe all steps taken during the commodity delivery to and issuance from the warehouse as stipulated by the Standard Operating Procedures (SOPs) under this guideline (Annex I);
- v. To adhere to all relevant regulations and policies,, including those related to food hygiene, quality and safety, pest control, and handling practices as set by the relevant authorities:
- vi. To pay liens and other applicable fees or charges to the warehouse owner and relevant authorities;
- vii. To maintain accurate warehouse records of storage and other transactions at the warehouse and
- viii. To adhere to the agreements or contracts entered for offer services at the public warehouse.

### 2.9. Buyer(s)

The buyers are traders who seek to purchase the deposited commodity offered for exchange by the depositors at the warehouse. Under this guideline, the obligations of the buyer(s) shall include:

- i. To possess the required trade business permits and licenses;
- ii. To verify quality and quantity of commodities before concluding the purchase deal:
- iii. To provide accurate and complete documentation for the transaction, including purchase note, invoice and any other required purchase paperwork;
- iv. To maintain clear and timely communication with the warehouse operator regarding any changes in delivery schedules, storage requirements, or other relevant issues underlying the transaction;
- v. To provide relevant documents to the warehouse operator needed before the final issuance of the exchanged commodity;

- vi. To make proof of payment to depositor for the purchased commodity;
- vii. To pay relevant levy, taxes and other charges to the relevant authorities and
- viii. To provide security deposit, if required.

### 2.10. Collateral Managers

Under this guideline, the collateral manager is as defined under the Warehouse Receipts Act (CAP 339) RE 2016. The collateral managers will operate for the warehouses registered under the WRS or other arrangements and conditions set by the money lending bank, which will have been entered with the depositor(s) as borrower(s). Where the operator is not a collateral manager who is appointed by the money lending bank, the owner and operator of the warehouse should recognize the roles of collateral managers. Under such context, the obligations of the collateral manager shall include:

- ii. To bear responsibility of proper storage of deposited produce used as collateral;
- iii. To maintain accurate and up-to-date records of the inventory stored in the warehouse, including details of the quality, quantity, and condition of the goods;
- iv. To ensure that the issued WHR comply with the standards set under the Warehouse Receipts Act;
- v. To ensure that the warehouse operations are in line with the Tanzanian Warehouse Receipts Act (CAP 339) RE 2016 and any other relevant regulations;
- vi. To prepare and submit regular reports to relevant authorities;
- vii. To ensure that the stored goods are insured against risks such as theft, fire or other forms of damage;
- viii. To implement the measures in attempt to prevent losses, including regular inspections and pest control and maintain optimal storage conditions;
- ix. To facilitate access to finance through the warehouse receipts as collateral;
- x. To ensure the transparency in the operations of the warehouse in attempt to build trust among the depositors and financial institutions;
- xi. To take part in resolution of any conflict that may arise regarding the management of collateral;
- xii. To ensure that all clients using the warehouse services are treated fairly and without discrimination;

- xiii. To uphold the integrity by abiding by the governing laws and preventing fraud, manipulation, or any unfair practices;
- xiv. To implement sustainable practices in managing the warehouse in order to minimize environmental impact and
- xv. To engage with the local communities and stakeholders, thus ensuring that the warehouse operations benefit the broader community.

### 2.11. Commodity Exchanges

The commodity exchange is regulated by the Capital Markets and Securities Authority (CMSA) under the Commodity Exchanges Act, 2015. The Tanzania Mercantile Exchange (TMX) which was incorporated in 2014 is involved in agricultural commodity exchange. The agricultural commodity exchange was established as a platform where the farmers, traders, exporters and other various market actors can access the domestic and global markets and obtain a fair price in selling or buying of commodities. The legal mandate of TMX aims to maintain and promote the fairness, efficiency, competitiveness, transparency and orderliness of the commodity exchange. The public warehouses may be part of the commodity exchange ecosystem. As a result, this guideline stipulate the obligations to be fulfilled by the TMX as follows:

- i. To possess required permits and licenses;
- ii. To register buyers;
- iii. To ensure the buyers deposit security bond as required;
- iv. To provide real-time market information such as prices, available quantities and quality of the commodities;
- v. To promote sufficient market liquidity in attempt to ensure the smooth occurrence of trades and the prices that reflect the true market conditions;
- vi. To ensure that the warehouse receipts used in trades are genuine, accurately represent the commodities' quality and quantity, and comply with the established standards;
- vii. To ensure that the commodities traded on the exchange meet the required quality specifications often through a system of certified grading and inspection;
- viii. To monitor the trading activities for any irregularities such as market manipulation, fraud or insider trading and take corrective action when necessary;

- ix. To ensure that the trades are settled efficiently and securely, with the timely transfer of ownership and payment;
- x. To collaborate with a clearinghouse that guarantees the settlement of trades, thus managing the counterparty risk and ensuring that both buyers and sellers fulfill their obligations and
- xi. To provide training and capacity-building initiatives among the stakeholders in attempt to enhance their understanding of commodity trading and warehouse receipt systems.

## 2.12. Ministry of Industry and Trade

The Ministry of Industry and Trade provides enabling environment for sustainable growth of Industry, trade, marketing and SME sectors through effective policies and strategies, private sector participation, entrepreneurship development and facilitation of diversification of production, services and markets. Under the guideline, the Ministry of Industry and Trade shall fulfill its obligations through its parastatal institutions;

## 2.12.1. Warehouse Receipts Regulatory Board (WRRB)

The WRRB is the government institution under the ministry which is responsible for trade. It was established under the Warehouse Receipt Act No. 10 of 2005. The WRRB mission aims to regulate and promote WRS that ensures fair and sustainable accessibility to formal credit and commodity marketing systems. It complies with the Warehouse Receipts Act (Cap 339) RE 2016 and regulations made thereunder. Under this guideline, WRRB will perform the following obligations:

- i. To register and issue license to public warehouses where applicable;
- ii. To conduct regular inspections in order to ensure that the public warehouses adhere to the established standards:
- iii. To maintain and update the database of all registered warehouses;
- iv. To provide the training and certification for warehouse operators to ensure they have the necessary skills and knowledge to manage the warehouses effectively and

v. To ensure the compliance with the stipulated rules and regulations by the warehouse operator throughout the whole licensing period.

### 2.12.2. Tanzania Bureau of Standards (TBS)

TBS was mandated to undertake the measures for quality control for the products of all descriptions and promote the standardization in the industry and commerce. Under this guideline, TBS will perform the following obligations:

- i. To prepare, frame, modify or amend the national standards of commodity and
- ii.To undertake the measures for quality control of commodities, services and environment of all descriptions and promote the standardization in the trade industry

### 2.12.3. Weights and Measures Agency (WMA)

WMA is a law enforcement agency that ensures that all traders in weights and measures comply with the requirements and protect the consumers from malpractices. Thus, the WMA's mandate is to verify and re-verify all measuring instruments used or intended to be used for trade in Tanzania Mainland. Under this guideline, the WMA has the following obligations:

- i. To protect the consumers in trade, health, safety and environment in relation to weights and measures;
- ii. To verify the measuring instruments used in the food grains warehouses and
- iii. To undertake the periodic inspection for compliance with the measuring instruments.

## 2.13. Ministry of Agriculture (MoA)

The MoA is mandated to deliver quality agricultural and cooperative services, produce conducive environment for stakeholders, provide technical backstopping to LGAs and facilitate private sector in order to contribute effectively to sustainable agricultural production, productivity and cooperative development. Given such mandate, the ministry responsible for agriculture shall have the following obligations:

- i. To oversee the management and operation of the warehouses;
- ii. To monitor and evaluate the implementation of all activities carried out at the warehouse;
- iii. To provide technical backstopping to RS and LGAs regarding good agricultural practices and postharvest management;
- iv. To develop and disseminate food quality standards and monitor their implementation in collaboration with the relevant regulatory authorities;
- v. To develop incentive mechanism in order to enhances the warehouse utilization;
- vi. To review and carryout an amendment of the guideline;
- vii. To coordinate with other relevant stakeholders to ensure cohesive implementation of the guideline;
- viii. To facilitate capacity-building among the farmers, warehouse operators and other stakeholders in attempt to address knowledge and technological gaps and
- ix. To facilitate the construction and rehabilitation of public warehouses.

### 2.13.1. Cereal and other Produce Regulatory Authority (COPRA)

The authority was established under Section 3 of the Food Security Act (CAP 249 RE 2002) with consequential amendments of the Food Security Act No. 19 of 2009. COPRA is a semi-autonomous body working under the ministry responsible for agriculture. The authority is responsible for the regulation of production, processing and marketing of cereals and other produce in the country. Under this guideline, COPRA shall have to following obligations:

- To register the buyers in collaboration with TMX;
- ii. To oversee all marketing activities in the warehouse;
- iii. To facilitate fair competition in the warehouse;
- iv. To ensure that the information on the farmers' receipts tallies with the information on the warehouse;
- v. To inspect all crop marketing centers;
- vi. To ensure that cereals and other produce stored in warehouses meet the required quality standards for the storage and distribution;

- vii. To monitor and regulate the trading activities related to cereals and other produce, thus ensuring fair practices and preventing market manipulation and
- viii. To enforce the standards related to handling, storage and transportation of cereals and other produce.

### 2.13.2. Tanzania Plant Health and Pesticide Authority (TPHPA)

TPHPA is mandated to oversee the plant health in the country in accordance with the Plant Protection Act No. 04 of 2020, which make provisions for the control of the pesticides, phytosanitary measures, importation and use of plants and plant products, prevention of introduction and spread of pests. Under this guideline, the obligations of TPHPA include:

- To protect the consumers in trade, health, safety and environment in relation to pesticides measures;
- ii. To ensure that all stakeholders comply with the uses of pesticides;
- iii. To carry out an inspection in the public warehouses and impose appropriate measures if applicable and
- iv. To build the capacity of the stakeholders on handling, use and storage of the pesticides.

## 2.14. Obligations of PO-RALG

- To provide a link between RS/LGAs and MoA in all matters related to warehouse management;
- ii. To oversee the local government operations, including the warehouse management.
- iii. To monitor, supervise and provide technical backstopping to RS regarding the warehouse management;
- iv. To develop the strategies in attempt to improve the warehouse management and linkages with agriculture;
- v. To conduct the monitoring and evaluation of the implementation of the guideline and

vi. To compile the review and submit regional reports on warehouse operations to MoA.

### 2.14.1. Regional Secretariat (RS)

The Regional Secretariat (RS) is mandated to ensure the maintenance of law and order, oversee the implementation of public policies, facilitate and assist the LGAs to undertake and discharge the responsibilities at the local level in each region. Thus, the RS serves as an extended arm of the central government by providing administrative services, support of development initiatives and coordination services for LGAs and other development stakeholders in the region. Under this guideline, the RS shall have the following obligations:

- To provide a link between LGAs and PO-RALG in all issues related to warehouse management;
- ii. To monitor, supervise and provide technical backstopping to LGAs regarding the warehouse management;
- iii. To compile the district reports and submit the same to PO-RALG;
- iv. To conduct monitoring and evaluation of the implementation of the guideline;
- v. To establish the food security situation and report the same in the regions and
- vi. To resolve the disputes that may arise in the management of warehouses.

### 2.14.2. Local Government Authorities (LGAs)

The Local Government Authorities shall include the village council, district council, town council, municipal council and city council. These councils shall have the following obligations:

- i. To ensure general security of the warehouse facilities;
- ii. To facilitate availability of suitable infrastructure and utility facilities such as roads, water and electricity;
- iii. To support and sensitize the farmers and other value chain actors to adhere to good pre and post-harvest practices and technologies;

- iv. To provide information to stakeholders on the status of the production of food crops and marketing in their areas;
- v. To collect relevant levies, taxes and charges from of sales of crops;
- vi. To develop, implement and enforce the by-laws and guideline in attempt to facilitate the warehouse management and operation;
- vii. To conduct the monitoring and evaluation of implementation of this guideline;
- viii. To address and mediate any conflicts that may arise between the warehouse operators, village council and community or other stakeholders and
- ix. To compile and submit the reports to RS.

### 2.15. Financial Institutions

The financial institutions may provide the funds, credit facilities and financial services to farmers, traders and warehouse operators. Under this guideline, the financial institutions shall have the following obligations:

- i. To provide the investment and operating capital for warehouses;
- ii. To extend the tailored agricultural credit facilities to farmers and agribusiness;
  - iii. To promote the available financial products for the agricultural value chain;
  - iv. To build the capacity of the farmers, owners and operators, and other stakeholders;
  - v. To provide insurance products for the management of risks and
- vi. To conduct, monitor and evaluate the financial performance of warehouses.

### 2.16. Operation Guiding Instruments

The implementation of the operations of the guideline shall be undertaken and guided by the instruments/acts/SoP which include:

- i. Ministerial instrument of the MoA of 7<sup>th</sup> May, 2021, which stipulates inter alia that the responsibilities of MoA aim to oversee the food security in the country and national reserve and develop agricultural infrastructure
- ii. The Land Act, Cap 4 and the Village Land Act, Cap 5 which stipulate the ownership of the land, which include the right over all structures built over it
- iii. Plant Protection Act No. 04 of 2020, which makes the provisions for the control of pesticides, phytosanitary measures, importation and use of plants and plant products, prevention of the introduction and spread of pests
- iv. The Food Security Act (CAP 249 RE 2002) with consequential amendments of the Food Security Act No. 19 of 2009
- v. Warehouse Receipt Act No. 10 of 2005
- vi. Any other related law

#### **PART THREE**

### SUSTAINABILITY OF THE WAREHOUSE



## 3. Overview of Sustainability of the Warehouse

The sustainability of the warehouses depends on the clear warehouse ownership, effective maintenance and repair of the warehouse infrastructure, financial viability, grievances redress mechanism, sustainable increase in food crop production, processing unit for value addition, accessibility of the warehouse, and stakeholders' engagement. These aspects are explained in the guideline.

## 3.1. Clear Warehouse Ownership

The guideline stipulates that all public warehouses shall have clearly identified ownership, including the certificate of occupancy or title deed. The warehouses which are constructed by the central government shall have dual ownership shared with the village council that will have provided the land. Similarly, the warehouses built by the development partners shall be owned by the village council that will have provided the land.

For future government investments, the warehouse construction plan shall be approved by the management. All warehouses constructed by the Ministry of Agriculture shall also be owned by Ministry of Agriculture or follow the dual ownership modality.

The clear warehouse ownership ensures its sustainability by establishing accountability and long-term responsibility for maintenance, management and operational efficiency. The defined ownership fosters investment in infrastructure, value addition and service improvements as the stakeholders are motivated to protect their assets and maximize returns. It also reduces the disputes over property rights, thus enabling smooth operations and fostering trust among the users such as farmers, traders and financiers.

This clarity supports the consistent usage, attracts more depositors and promotes the partnerships, ultimately enhancing the warehouse's viability and contribution to the supply chain over time.

# 3.2. Maintenance and Repair of the Warehouse

Maintenance and repair responsibilities shall be based on the agreement between the warehouse operator and the owner. The warehouse owner or operator, where applicable, must ensure that the budget is allocated for warehouse maintenance. Both parties (owner and operator) should assess the maintenance and repair needs regularly and technical personnel may be involved, if necessary, to ensure effective upkeep. The maintenance activities should take place before the harvest season if applicable. This approach fosters the shared accountability and professional oversight.

# 3.3. Stakeholder Engagement

The stakeholders who are identified in the guideline must be involved in the warehouse management to ensure sustainability. Their engagement will involve awareness creation and training in order to enhance knowledge and skills regarding the warehouse utilization. These sessions will also serve as the platforms for sharing information and discussing issues in attempt to improve the warehouse performance. The engagement process will be systematically conducted by the Ministry of Agriculture in collaboration with other stakeholders as indicated in Annex II.

#### 3.4. Financial Management

For improved financial management, the payment of warehouse rental fees or any other income from the warehouse operation shall be directed to a designated village or district account. This system ensures transparency, accountability and ease of financial tracking for all stakeholders involved.

# 3.5. Capacity Building

Capacity building for warehouse and food commodity management shall be conducted by the government and non-government entities. This training aims to enhance the technical knowledge and management skills of the stakeholders involved in the warehouse operations.

#### 3.6. Effective Grievances Redress Mechanism

The government's administrative system will be used to address the legitimate concerns of the individuals or entities affected during the warehouse utilization. The process for addressing the grievances is as follows:

- i. **Village level**: The grievances will be reported to Village or Street Executive Officer (VEO/SEO) or (MEO).
- ii. **Ward level**: If unresolved at the village level within three days (3), the grievances will be referred to the Ward Executive Officer (WEO).
- iii. **District level**: If the grievances cannot be resolved at the ward level within seven days (7), it will be referred to the District Executive Director (DED).
- iv. **Regional level and ministry level:** In case the grievances cannot be resolved at the district level within ten days (10), they will be referred to the Regional Administrative Secretary (RAS) and, if needed, to the Permanent Secretary of MoA for further resolution. The grievances may be referred directly to the MoA through the call center (mobile phone: 0733800200, free landline: 0800110810).

# 3.7. Environmental, Social, Health, and Safety Safeguards

To ensure effective utilization of the warehouses, it is crucial to adhere to social, environmental, health, and safety standards as required by the established laws and regulations. The key considerations include:

#### 3.7.1 Social Issues

- i. **Labor laws**: They ensure that the workers' rights, including fair wages, benefits, and working conditions are upheld.
- ii. **Worker safety**: It ensures the safe and healthy working environment for employees, with emergency procedures in place.

iii. **Community rights**: They ensure that the warehouse operations do not infringe on the rights of the community or negatively impact the environment.

#### 3.7.2 Environmental Issues

- Environmental management laws: They comply with environmental management regulations, including pollution reduction and waste management.
- ii. **Environmental Impact Assessment (EIA):** An EIA is conducted before establishing or altering the warehouse operations.
- iii. **Water resource management**: It ensures the sustainability of water management practices and compliance with regulations.

# 3.7.3 Health and Safety Issues

- i. **Occupational health and safety laws:** They adhere to workplace safety and health regulations, including the use of protective equipment.
- ii. **Emergency plans**: They develop emergency plans for events like fires or accidents and conduct regular drills.
- iii. **Monitoring and inspection**: Regular inspections and monitoring of safety and health conditions are conduct in the warehouse.

# 3.8. Bundling of Value Addition and other Services

This guideline facilitates negotiations between the warehouse operators and owners for additional investments in value addition services to commodities brought at the warehouse for storage and/or aggregation for spot marketing. The negotiations for the establishment or improvement of the processing units for value addition should consider the interests of all parties involved. The guideline also facilitates the warehouse operators to ensure the provisions of other services such as post-harvest technologies, inputs and market linkages within the warehouse premises. These measures aim to enhance the incentives for warehouse utilization and attract more depositors. The future government investments in warehouse construction will include the installation of value-

added services and designated areas for providing the post-harvest technologies to depositors and other stakeholders involved in the post-harvest activities.

# 3.9. Accessibility of Warehouses

This guideline encourages the owners to ensure that the roads to the warehouse are well-maintained and accessible throughout the year. The future government investments in warehouse construction shall prioritize the locations that are accessible year-round, particularly those situated near the reliable and well-connected roads.

#### 3.10. Crop Production

The guideline allows the warehouse operators to play an active role in encouraging the farmers to enhance crop production. This may include the facilitation of access to inputs and other services that contribute to increased productivity. The future government investments in warehouse construction shall prioritize the areas with high agricultural production or locations that serve as strategic market hubs.

#### **PART FOUR**

#### IMPLEMENTATION ARRANGEMENTS



# 4. Overview of Implementation Arrangement

Implementation arrangements for the operationalization of warehouses include entering into the Memorandum of Understating (MoU) between the MoA and the President's Office, Regional Administration and Local Government (PO-RALG)/Local Government, State Owned Enterprise and private sector on implementation of this guideline, establishing governance and oversight and defining the roles and responsibilities for stakeholders. It also involves setting up the monitoring and evaluation systems and ensuring the sustainability of the ongoing maintenance and energy efficiency measures. These arrangements are crucial to ensure are effective management of the warehouses, reduce post-harvest losses, improve food security, and support sustainable agriculture.

#### 4.1. Memorandum of Understanding

The MoA and President's Office, Regional Administration and Local Government (PO-RALG)/Local Government, State Owned Enterprise and private sector will enter into a Memorandum of Understanding for facilitating the implementation of the guideline at regional and secretariats and local government authorities. The template of the MoU is attached as Annex viii.

#### 4.2. Governance

To ensure the transparency, efficiency and alignment with objectives, oversight for warehouse operations shall be carried out by the committees or departments which already exist under the formal government structure. The committees will be capacitated to effectively undertake additional responsibilities.

# 4.2.1 Oversight of Warehouses Owned by village

The committee for social services and self-reliance activities shall be responsible to oversee the warehouse operations at the village level. The functions of the committee shall include:

- To prepare, negotiate contracts or agreements and submit the same to district legal officer via village executive officer for vetting before they are signed by authorized signatories;
- ii. To ensure that all warehouse revenues are deposited into the village account before being used, with 30% revenues being allocated to warehouse maintenance and repair;
- iii. To oversee and give advice on issues related to warehouses management and operation and
- iv. To report the implementation of warehouses operations to the Village Executive Officer.

# 4.2.2 Oversight of Warehouses Owned by District Councils

The warehouses which are owned by district councils shall be overseen by economic committee within the respective council. The council will have the following functions.

- i. To review contracts or agreements prepared by the procurement management unit;
- ii. To ensure that all warehouse revenues are deposited into the council account before use and 30% being allocated for warehouse maintenance and repair;
- iii. To oversee and give advice on issues related to warehouses management and operation and
- iv. To report the implementation of warehouses operations to the District Executive Officer.

# 4.2.3 Oversight of Warehouses Owned by MoA

Oversight of the warehouses owned by MoA will be done by the department mandated for warehouse construction and development.

# 4.3. Monitoring and Evaluation Framework

A robust monitoring and evaluation framework will track the performance of the warehouse utilization. MoA, in collaboration with WRRB, COPRA, TPHPA, RS and LGAs will conduct M & E semi-annually. M & E parameters may include:

- i. To monitor the turnover of stored food commodities using a formal system;
- ii. To track the compliance with the quality and safety standards;
- iii. To monitor the physical condition of warehouses;
- iv. To evaluate the performance compliance of the operational agreements between the warehouse owners and operators;
- v. To monitor allocation of funds for the warehouse rehabilitation and maintenance and
- vi. To document the lessons learnt and conduct the learning events or study to bring in the new ideas, practices and innovations in the warehouse operations.

#### 4.4. Warehouse Inspection

The warehouse inspection shall be conducted based on the standard operating procedures as outlined by the authorities or as specified in the inspection manual which is found in the appendices. The inspection will be as follows:

- i. Daily inspections will be conducted by the warehouse operator.
- ii. Periodical inspections related to warehouse operations and maintenance shall be conducted by the warehouse owner (Village/District/MoA).
- iii. Inspections for compliance with the warehouse operation standards shall be carried out by the relevant authorities (TBS, COPRA, WRRB, RS, LGAs, MoA, WMA and TPHPA) based on their own schedules.

# 4.5. Reporting Mechanism

To effectively improve the operation and management of public warehouses, the Ministry of Agriculture and other stakeholders will be required to produce the reports related to activities undertaken. Such reports shall address the operational, financial, and performance aspects of the warehouses to ensure transparency, accountability and efficiency. Proper reporting mechanisms are vital to ensure the efficient operation of the public warehouses. Under this guideline, the reporting system will follow the normal government channels whereby the reports at the district/LGA level will be compiled from the villages and sent to LGA. Different district reports shall also be compiled by the region and sent to national level. Other relevant authorities shall share their report with the stakeholder if applicable.

# 4.6. Types of Reports and Reporting System

# 4.6.1. Operational Reports

These reports provide details about the day-to-day activities and usage of the warehouses, including the percentage of storage capacity utilization. The operational reports will also report on maintenance needs and compliance with the storage standards (e.g., food safety, hygiene, pest control etc.). The operational reports will be prepared and submitted quarterly.

# 4.6.2. Inventory Reports

The inventory reports will be prepared daily and submitted weekly through the reporting channel as stipulated in the guideline. The inventory reports envisage covering the daily stocks levels (type, quantity and quality of stored goods) and daily inflow and outflow of goods (receipts and dispatches).

# 4.6.3. Financial Reports

These reports help to track the revenue, expenses and overall financial performance. The financial reports will be prepared and submitted quarterly. The elements to be covered under the financial reports include income from the warehouse leasing, penalties or other services, expenditures (community services, maintenance), funds allocated versus funds spent, financial audits for transparency and fraud prevention,

Compliance with regulations and insurance policy holding, losses experiences and claims filed and paid.

#### 4.7. Warehouse Audit

The warehouse audit shall be conducted in accordance with the regulatory establishment laws to ensure a systematic inspection of the warehouse operations and facilities, evaluation of performance, efficiency and safety. This audit will be carried out annually by the Ministry of Agriculture (MoA) in collaboration with TBS, COPRA, WRRB, RS, LGAs, WMA, and TPHPA. It will focus on the following parameters: inventory accuracy, regulatory compliance, operational efficiency, financial and asset management, risk management, staff training and management, customers services and satisfaction and technology and data management.

# 4.8. Digitalization of Warehouse Operations

The guideline recognizes and encourages the use of artificial intelligence (AI) and digital technologies in the warehouse management and operations.

# 4.9. Gender Inclusivity

This guideline acknowledges and embraces the principles of gender inclusivity in its implementation. The guideline emphasizes the importance of integrating gender inclusivity in the management and operations of warehouses in attempt to recognize the pivotal role of gender equality in agriculture and foster sustainable development.

#### **PART FIVE**

#### **REVIEW AND AMMENDMENTS**

# 5

#### 5. Overview of Review and Amendment

The guideline shall undergo regular reviews to ensure that they remain relevant, effective and align with the evolving needs of the stakeholders and market environment. The review process shall be transparent, inclusive and documented, with all amendments clearly communicated to key stakeholders in order to facilitate the smooth implementation. The reviews and amendments may be conducted as follows:

#### 5.1. Review

The review of the guideline may be conducted after three years in attempt to accommodate any changes that may occur during the implementation. The Permanent Secretary of the ministry responsible for agriculture will be advised by key stakeholders for a proposed review of this guideline.

#### 5.2. Amendments

The Permanent Secretary of the ministry responsible for agriculture will be responsible for making amendments to the guideline based on the management and operational experience or any change of circumstances.

#### **APPENDICES**

Annex I: STANDARD OPERATING PROCEDURES (SOP)

#### 1.0 BACKGROUND

# 1.1 NEED FOR STANDARD OPERATING PROCEDURES (SOPS) FOR OPERATION OF WAREHOUSES

The purpose of this document is to provide guidance for the operation of the warehouse with an objective of ensuring effective and credible warehousing of agricultural commodities or goods.

# 1.2 REQUIREMENT OF STANDARD OPERATING PROCEDURES UNDER REGISTERED WAREHOUSES

This document prescribes the minimum Standard Operating Procedures for conducting warehousing activities by the warehouses which are registered under the mandated authority/ies in Tanzania Mainland and further amendments. However, the Warehouse Operators (WO) are free to adapt better or improved SOPs for effective and efficient operation of their warehouses.

#### 2.0 DEPOSIT OF COMMODITIES

On arrival of commodities in a warehouse, the following steps are to be taken:

- Depositor identification and registration;
- ii. Quality check;
- iii. Unloading, tallying and stacking of stock in the warehouse;
- iv. Weighing of stock;
- v. Preparation and compilation of records and
- vi. Issuance of receipt.

#### 2.1 GENERAL PRECAUTIONS DURING DEPOSIT OF COMMODITIES

The following general precautions shall be taken during the deposit procedure:

 General condition of the stock shall be verified before its entry into the warehouse.

- ii. In case of the failure to meet required standards, the slack bags shall be filled to standard weight, torn bags shall be stitched or replaced and damp or wet bags shall be cut opened and the grain shall be salvaged, dried and rebagged.
- iii. Infested stocks shall be subjected to rejection.
- iv. Reconditioned stocks shall be accepted only for short period of storage and shall be stacked to admissible stack height.
- v. All deposited commodities in the warehouse shall be fully insured against fire, flood, earthquake, burglary, frauds or misappropriation, riots, strikes and terrorism (if applicable).
- vi. All precautions to avoid fire outbreak in the warehouse must be adhered to.
- vii. The lighting and other arrangements in the warehouse premises shall be satisfactory and arrangements for periodical check–up shall be provided.
- viii. Before accepting the stocks, the relevant code or standard of storage practice and specific precautions required to be taken, if any, shall be adhered to ensure safe storage.

#### 2.2 PROCEDURE FOR DEPOSIT OF COMMODITIES

#### 2.2.1. DEPOSITOR IDENTIFICATION AND REGISTRATION

A warehouse operator will adopt the processes to ensure the identity of the depositor in correspondence with the received commodities. The following considerations should be adhered to:

- The warehouse operator will obtain relevant documents from the depositor for the establishment of identity.
- ii. The obtained documents shall be inspected and verified in the matter of identity of the depositor, ownership of the commodity specifically in the cases where the depositor is an agent of the actual owner or beneficiary where the depositor and beneficiary are different and any other relevant details in respect to the commodity such as number of bags, size or grade.

- iii. If there is any inconsistency between documentation and actual stock, the stock shall not be accepted until such inconsistency has been rectified by the depositor.
- iv. Registration shall be done in the prescribed manner and specimen signature of the depositor or authorized representative are to be maintained for signing various records in the warehouse, wherever required.

#### 2.2.2. QUALITY CHECK OF COMMODITIES

The warehouse operator shall check or ascertain the quality of the commodities to be received before the acceptance of the deposit. Further:

- i. The warehouse operator shall check the quality of the representative sample of the commodities proposed to be deposited.
- ii. The quality check of the deposited commodities shall be conducted in order to strictly conform to the quality or grade designations as notified under the mandated authority of standards, Tanzania Bureau of Standards (TBS) in this context. TBS guarantees uniform specifications applicable for the respective commodity or any other law which is in force for the time being.
- iii. The TBS quality or grade specifications of stored commodities shall be available and displayed at an appropriate place in the warehouse.
- iv. The warehouse operator may either have his/her own quality controller duly licensed/registered/recognized as per local laws which are in force or have arrangements with an external quality controller who is licensed or accredited for carrying out quality testing as the case may be.
- v. The received commodities in damaged or substandard condition shall be identified, quantified and kept separate from the quality commodities.
- vi. The warehouse operator shall retain sufficient remnant portion from the sample taken for quality check so that re-confirmation of the quality check results may be carried out in case of dispute.

vii. The quality check results shall be documented and specified records shall be maintained in the warehouse. The results shall also be duly verified or authenticated by the depositor or his representative.

#### 2.2.3. WEIGHING OF COMMODITIES

The warehouse operator shall adopt the practices in attempt to ensure that the warehouse receipts are accurately issued with the respective quantity or weight of the deposited goods. The following procedures shall be adopted:

- The entire lot of the commodities to be stored shall be weighed before being stored in the warehouse.
- ii. The warehouse operator shall ensure that the weighing records of the commodities are stored without being tampered with or altered.
- iii. If the commodities are brought in a transport vehicle, the registration number of the vehicle must be recorded.
- iv. In the case where the warehouse does not have its own vehicle weighbridge,the platform scales of requisite capacity should be used.
- v. In the case where the weighing is taken at an external weighbridge following the absence of vehicle weighbridge at the warehouse, the warehouse operator must supervise the weighing of the commodities at such location as well as during the transportation of commodities to the warehouse.
- vi. The recorded weight of the commodities shall be communicated to and authenticated by the depositor or his/her authorized representative during the deposit.

- vii. 100% weighing of the deposited commodities shall be taken in all cases
- viii. The available standard weights, weighing scales or weighbridge which are used for weighing of commodities in the warehouse shall be periodically stamped or verified by relevant authority, Weights and Measures Agency (WMA) in this context.

# 2.2.4. UNLOADING, TALLYING AND STACKING OF COMMODITIES

The warehouse operator shall maintain and follow an internal layout (stack or lot plan) for the storage of goods and for every physical facility (store) within the warehouse. Further:

- i. The floor space shall be divided into convenient blocks of specified dimensions with minimum specified space between the adjacent stacks or lots in order to serve as alleyways and facilitate inspection, aeration, disinfestation and operational purposes.
- ii. The convenient sizes of stacks or lots shall be made for better circulation of air and provision of other operational purposes.
- iii. The stack or lot height shall be decided on the basis of commodities, size, weight, shape, strength of the packing material, height limitations of the material handling equipment (crane, hydra, fork lift etc.) and stability of stack or lot.
  - iv. The stack or lot lines shall be broad and painted with white or yellow paint.

    Each stack or lot shall also have a unique identification which shall form the basis for reporting and recording the warehouse transactions.

- v. Each stack or lot shall have a separate stack or lot card or bin card.
- vi. All commodities shall be stacked on pallets of convenient size.
- vii. An account of the receipt and delivery of commodities shall be given on the one side of the card while the condition of the commodities and disinfestations or treatments (if any) given from time to time shall be given on the other side. The corresponding entries shall also be made in the stack or lot wise register.
- viii. The stack or lot card shall be tagged on the front side of the stack or lot at the height which is convenient for making proper entries and shall be preserved until the stack or lot account is settled or until the period prescribed for its preservation reaches.
- ix. There shall be no mixed storage of incompatible commodities (such as hazardous commodities with non-hazardous commodities/fumigable commodities with non-fumigable commodities/agri commodities with non-agri commodities/commodities which belong to different insurance categories attract different rates of premium) under any circumstance in the same stack or lot or compartment.
- x. The receipt of infested commodities in the warehouse shall be avoided.
- xi. The warehouse operator shall maintain good hygiene and sanitation in and around the warehouse.
- xii. The periodic inspection of physical aspects of the warehouse shall be regularly done for any leakages in the roof, gaps in the walls/window/ventilator panes which allow entry of rain water or birds and

- cracks or crevices on the floor or walls. Necessary repairs shall be immediately done.
- xiii. Thorough cleaning or de–nitrogenisation, washing and drying and verification for safe usage shall be carried out by relevant authority before storing edible commodities in the respective warehouse for warehouses which were earlier used for storage of fertilizers, oils, chemicals etc.
- xiv. The warehouse operator shall have detailed processes for aeration of commodities that will require aeration and shall be accomplished by keeping the doors and ventilators open for natural flow of air through the warehouse or using exhaust fans.
- xv. The warehouse operator shall carry out periodic assessment of the condition of commodities during their storage. The respective results shall be recorded and maintained in the stack or lot card and inspection report.
- xvi. In case of detection of infestation, the commodities shall be immediately fumigated or treated when required in accordance with the prevailing treatment and safety procedures and measures provided by authorized authority.
- xvii. In case of higher moisture content more than the normal or required moisture content, the commodities shall be properly aerated so that the moisture may be reduced.
- xviii. All the sweepings and spillages from the warehouse shall be collected, cleaned and stored in the respective packages which are free from infestation or contamination. Such sweepings shall be released with the main

- commodities at the time of delivery, particularly after proper cleaning and checking;
- xix. The warehouse operator shall undertake physical verification of the quantity of commodities as per the records of the warehouse at frequent intervals. Any shortage or excess in terms of the quantity shall be investigated and the reasons shall be established to ensure the trust of depositors and other agencies engaged in trading and pledging.
- xx. The warehouse operator shall adopt recommended methods for keeping the warehouse which is free from insects and rodent pests and shall use only the recommended insecticides and rodenticides for controlling insect pests and rodents respectively.
- xxi. The commodities shall be accepted for storage within the prescribed shelf life depending on the commodity to be stored and condition of commodity at the time of receipt.
- xxii. The storage period may be extended after rechecking if the quality of the commodities is found within prescribed standards.
- xxiii. Handling and lifting equipment should be periodically tested for safety as per norms and connected records or certificates should be maintained.
- xxiv. Entry and exit shall be controlled and only authorized persons shall be allowed in the warehouse with the presence of a system in place in order to check this aspect regularly. The doors shall be opened during warehousing operations only and when the need arises. At all other times, the doors should be closed and locked.

xxv. The warehouse operator shall, at all times, maintain a system of regular inspection to ensure the compliance with the storage related provisions and processes.

#### 2.2.5. COMPILATION OF RECORDS

The warehouse operator shall, among other things, maintain the following records during the deposit of commodities:

- i. Gate register
- ii. Gate pass
- iii. Deposit application register
- iv. Depositor's ledger
- v. Quality check records
- vi. Weighing records
- vii. Stack or lot wise register
- viii. Stack or lot card
- ix. Daily transaction report
- x. Stock register
- xi. Inspection records

#### 2.2.6. ISSUANCE OF RECEIPT

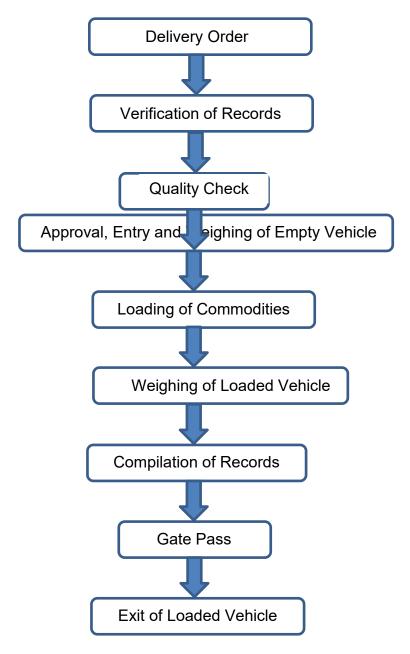
The warehouse operator must ensure that all issued warehouse receipts, negotiable warehouse receipts or otherwise, comply with the requirements of the prescribed manner provided there under. Further:

- The warehouse receipt must be issued for all notified commodities accepted for storage in the warehouse.
- ii. The warehouse receipt must be filled in with all the required information such as depositor's details, description of the accepted commodities, storage details and insurance coverage details.

- iii. The warehouse receipt shall only be issued by either the warehouse operator or his authorized official. The warehouse operator shall be solely responsible for the consequences in case any unauthorized person issues the warehouse receipt with respect to the warehouse.
- iv. The warehouse operator shall maintain a daily record of the warehouse receipts issued in his warehouse.
- v. The warehouse operator shall maintain a system of issuing a unique identification for every deposited commodity (and must be mentioned in the issued warehouse receipt) based on the physical location of the deposited goods within the warehouse.
- vi. In case any depositor has any specific requirement for identification and traceability, the warehouse operator shall maintain the same as agreed.

#### 3.0 DELIVERY OF COMMODITIES

# 3.1 INDICATIVE FLOWCHART FOR DELIVERY OF COMMODITIES IN THE WAREHOUSE



On delivery of the commodities in the warehouse, the following steps should be taken into account:

- i. Depositor requests for delivery of commodity (Delivery Order)
- ii. Verification of documents or records
- iii. Inspection of the quality of the commodity

- iv. Entry of the empty vehicles in the warehouse premises
- v. Weighing of the commodity
- vi. Preparation of the gate pass
- vii. Exit of the loaded vehicles after weighing, if required
- viii. Preparation and compilation of the records and making entries in the warehouse or office registers

#### 3.2 GENERAL REQUIREMENTS FOR DELIVERY OF COMMODITIES

The warehouse operator must ensure that goods whose warehouse receipt has been issued should be released only to the valid holder of the warehouse receipt or its authorized representative. Further:

- i. The warehouse operator must have systems to collect such information from the warehouse receipt holder or its authorized representative as it would be necessary to meet its requirement of diligence.
- ii. The warehouse operator must ensure that the deposited commodities should be released only after the surrender or extinguishment of the warehouse receipt.
- iii. In a case where the bank or lender has a charge or lien over the warehouse receipt, the warehouse operator must ensure that the bank or lender communicates the approval of the delivery of the deposited commodity to the warehouse receipt holder.
- iv. The warehouse operator must have systems and processes to ensure that the quality and quantity of commodities are checked at the time of delivery of such commodities.
- v. The warehouse operator must ensure that the delivery is done from the appropriate stake or lot of the required commodity.
- vi. The warehouse operator must ensure the collection of storage and other charges as required before delivery is made.

# 3.3 PROCEDURE FOR DELIVERY OF COMMODITIES

#### 3.3.1 DELIVERY ORDER

The warehouse operators shall obtain the request of delivery of the said commodities from the respective depositor/his authorized representative/holder of the warehouse receipt. Further, an approval from relevant person must be obtained for pledged commodities.

#### 3.3.2 VERIFICATION OF DOCUMENTS

The warehouse operator shall establish the mechanism(s) for verifying information obtained from the documents provided by the depositor/his authorized representative/holder of the warehouse receipt before starting delivery of the commodities.

#### 3.3.3 QUALITY CHECK OF COMMODITIES

The warehouse operator shall adopt same mode of quality check both during deposit and delivery of commodities in the warehouse. The observations shall be recorded in the relevant records and authenticated by the depositor/his authorized representative/holder of the warehouse receipt.

#### 3.3.4 WEIGHING OF COMMODITIES

The warehouse operator shall adopt the same mode of weighing both during the deposit and delivery of commodities in the warehouse.

#### 3.3.5 COMPILATION OF RECORDS

The warehouse operator shall, among other things, maintain the following records during delivery of commodities:

- Gate register
- ii. Delivery order
- Quality check record
- iv. Weighing record
- v. Stack wise register
- vi. Stack or lot card

- vii. Daily transaction report
- viii. Issued warehouse receipt and cancelled register
- ix. Stock register
- x. Depositor's ledger
- xi. Warehouse receipt
- xii. Bank lien register
- xiii. Gate pass

#### 4.0 WAREHOUSE EMPLOYEES

The warehouse operator shall maintain a manpower or employee record which is deployed in the warehouse for effective management of the same. Further:

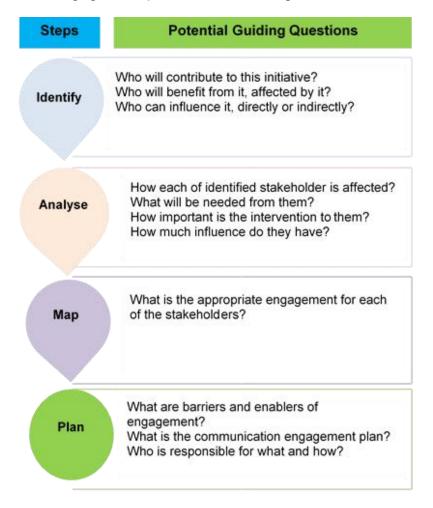
- i. The employee requirement shall be based on the operational considerations in the warehouse.
- ii. The employee to be deployed at the warehouse shall have adequate knowledge and expertise in the storage of commodities.
- iii. The employee to be deployed at the warehouse shall be competent in attempt to handle the responsibilities assigned to him/her.
- iv. It is desirable for the deployed employee at the warehouse to possess or acquire the training in warehouse management from a reputable institution.

#### **5.0 OUTSOURCING TASKS TO SERVICE PROVIDERS**

The warehouse operator shall maintain a list of service providers to the warehouse in the field of handling, transportation, weighing, insect or pest control, quality check of the deposited commodities, security and other services. He/she shall evaluate the service provider and maintain the records of periodic evaluation. Depending upon the results of evaluations, the warehouse operator shall also decide necessary corrective actions to ensure that the services are rendered efficiently.

# **Annex II: Stakeholders Engagement Process**

The stakeholder engagement with enhanced utilization of public warehouses through improved management and operations is a four step process, with the final step culminating into an engagement plan as shown in Figure 1:



**Figure 1: Stakeholder Engagement Process** 

# Step 1: Stakeholders identification

The step aims at identifying the key stakeholders who will contribute to initiative, benefit from it or affected by the initiative. The potential guiding questions in this step (Figure 1) include:

- Who will contribute to this initiative?
- Who will benefit from the initiative or affected by the initiative?
- Who can influence initiative directly or indirectly?

The list of stakeholders with the names will constitute part of the step 2 (Table 1, column 1).

# Step 2: Stakeholders analysis

The stakeholder analysis will basically consider two aspects. Firstly, the stake (interest) of the stakeholder in the interventions as stipulated in the guideline. Secondly, the input needed from the stakeholder (role) in attempt to realize the intended results of the interventions.

Potential guiding questions for this step (Figure 1) include:

- How is each of identified stakeholders affected?
- What will be needed from the stakeholders?
- How important is the intervention to each of the stakeholders?
- How much influence do the stakeholders have?

The stakeholder analysis tool or template) underpinning step 1 to 2 is presented in Table 1.

Table 1: Stakeholder analysis tool or template: Step 1 to 2

Step 1 – Identification	Step 2 – Analysis			
Name of stakeholder [???]	How does guideline affect [???] interests?	What is needed from [???] for implementation of the guideline and its intended result to be realized?		
Owner	Xxx	Xxx		
Operator	Xxx	Xxx		
Depositor(s)	Improved access to services (including market aggregation and storage) Access to services offered at the warehouse (including bundled services such as agro- processing, credit etc.)	Increased deposit quality produce Increased volumes marketed through the warehouse Increased access to financial services (credit and insurance) Payment of fees and		

Step 1 – Identification	Step 2	- Analysis
Name of stakeholder [???]	How does guideline affect [???] interests?	What is needed from [???] for implementation of the guideline and its intended result to be realized?
Ministry of Agriculture		charges for the produce deposits
[X <sub>n</sub> ]		

# Step 3: Stakeholders' mapping

Mapping of the stakeholders is basically a visual analysis tool which is used to identify the stakeholders are most relevant to engage with. The mapping allows seeing where the stakeholders stand when evaluated by the same key criteria and compared to each other, hence helpful in visualizing the often-complex interplay of issues and relationships. The operationalization of step 3 extends to preceding steps (Table 2), thus underpinning two aspects for each stakeholder in relation to the initiative:

- Importance (relevance) of the intervention(s) and expected results to stakeholder.
   This involves consensus ordinal rating by the SWG Low or High.
- Influence of the stakeholder over the intervention(s) for achieving the intended results, thus warranting a particular level of engagement which involves whether to inform, consult, involve, collaborate or empower.

Table 2: Stakeholder analysis tool or template: Step 1 to 3

Step 1 – Identification	Step 2 –	Analysis	Step 3 – Map		
Name of stakeholder [???]	How does the guideline affect [???] interests?	What is needed from [???] for implementation of the guideline and its intended results?	How important is the guideline and its intended results to [X <sub>1</sub> ] – Low or High	Based on its influence, at what level should [???] be engaged with for successful implementation of the guideline towards intended results? – Inform, consult, involve, collaborate, empower	
Owner					
Operator					
Depositor	Depositor Improved access to services (incl.	Increased deposit quality produce	High	Empower	
	market aggregation and storage)	Increased volumes marketed	High	Empower	
	Access to services offered				
	at the warehouse (incl. bundled services such as agro-	Increased access to financial services (credit and insurance)	High	Empower	

Step 1 – Identification	Step 2 –	Analysis	Step	3 – Мар
		ı		
Name of	How does the	What is	How important	Based on its
stakeholder	guideline affect	needed from	is the	influence, at what
[???]	[???] interests?	[???] for	guideline and	level should [???]
		implementation	its intended	be engaged with
		of the guideline	results to [X <sub>1</sub> ]	for successful
		and its	– Low or High	implementation of
		intended		the guideline
		results?		towards intended
				results? – Inform,
				consult, involve,
				collaborate,
				empower
	processing,	Pay fees and	High	Inform
	credit etc.	charges for the		
		produce		
		deposits.		
[X <sub>n</sub> ]				

Based on the extent of influence, the mapping process will depict the levels of engagement with different stakeholders (Figure 2). The participation, effort and impact associated stakeholders' influence an increase of the stakeholder engagement ladder. The concentration (numbers) of stakeholders tends to decrease up the engagement ladder.

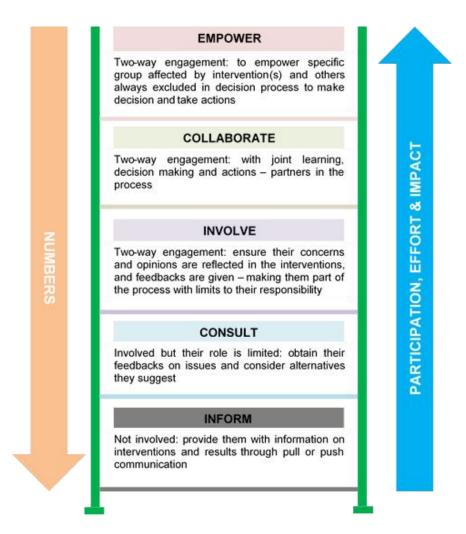


Figure 2: Stakeholder engagement ladder

Furthermore, the mapping will also produce the stakeholder matrix (Figure 3) that is based on consensus rating (low/high). It positions all stakeholders based on how important is (are) the intervention(s) to them and the level of influence that they exert on the intervention(s). The relative positioning of the stakeholders is depicted in the four quadrants which indicate the nature and level of engagement in the importance-influence space.

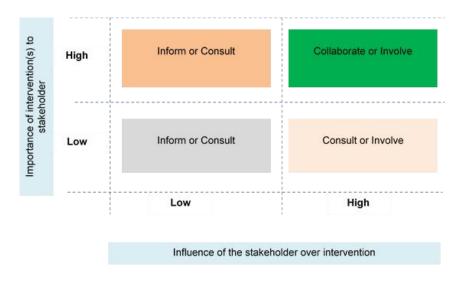


Figure 3: Stakeholder engagement Matrix

# Step 4: Stakeholders engagement plan

The stakeholder's analysis, mapping and engagement will culminate into a draft Stakeholders Engagement Plan (SEP). The core elements of the SEP and its means of operationalization are presented in Table 3.

Table 3: Template for stakeholder engagement plan

Stakeh	Level of	Potenti	Potenti	Strateg	Frequ	Resourc	Budget	Respon
older's	engage	al	al	y for	ency	es		sible
name	ment	barriers	enabler	engagin		required		for
		to	s of	g with				engage
		engage	engage	stakeho				ment
		ment	ment	lder				
Stakeh	Infor	Potenti	Potenti	With	For	For	How	Who is
older	m	al	al	barriers	exam	example	much	respon
[X]	Cons	prompt	prompt	and	ple:	:	will the	sible?
	ult	s:	s:	enabler	daily,	present	engage	(individi
	Involv	• What	• How	s in	weekl	ations,	ment	ual,
	е	could	could	mind,	у,	manuals	cost?	organiz
	Colla	[X]	they	identify	month			ation

Stakeh	Level of	Potenti	Potenti	Strateg	Frequ	Resourc	Budget	Respon
older's	engage	al	al	y for	ency	es		sible
name	ment	barriers	enabler	engagin		required		for
		to	s of	g with				engage
		engage	engage	stakeho				ment
		ment	ment	lder				
	borat	you	bene	engage	ly,			etc.)
	е	lose?	fit?	ment	quarte			
	Empo	• Lack	• Existi	activitie	rly, bi-			
	wer	of	ng	s with	annua			
		conn	conn	associat	I,			
		ectio	ectio	ed	annua			
		ns to	ns to	timings	lly,			
		[X]	[X]	and	seaso			
		• Exter	• Exter	resourc	nally			
		nal	nal	es:				
		influe	influe	Activity				
		nces	nces	exampl				
		?	• Has	es:				
		• Has	[X]	• Contr				
		[X]	previ	acts				
		previ	ously	• MoU				
		ously	expr	S				
		expr	esse	• Traini				
		esse	d	ng				
		d	inter	meeti				
		resist	est?	ngs				
		ance	• Is [X]	• Tour				
		?	likely	s				
		• Is [X]	to be	• Phon				

Stakeh	Level of	Potenti	Potenti	Strateg	Frequ	Resourc	Budget	Respon
older's	engage	al	al	y for	ency	es		sible
name	ment	barriers	enabler	engagin		required		for
		to	s of	g with				engage
		engage	engage	stakeho				ment
		ment	ment	lder				
		likely	inter	е				
		to be	este	calls				
		resist	d?	• Pres				
		ant?	• Is	s				
		• Is	mini	event				
		signif	mal	s				
		icant	effort	• Lette				
		effort	need	rs				
		need	ed	• News				
		ed?	from	letter				
			[X]?	• Web				
				sites				
				• Polic				
				у				
				briefs				
Owner								
Operat								
or								
Deposi	Empowe	Not	Empow	Training	Seaso	Personn	TZS	XXX
tor	r	empow	ered	meeting	nally	el	xxx	
	Inform	ered or	and	s		Transpo		
		informe	informe	Tours		rt		
		d	d	10010				

Stakeh	Level of	Potenti	Potenti	Strateg	Frequ	Resourc	Budget	Respon
older's	engage	al	al	y for	ency	es		sible
name	ment	barriers	enabler	engagin		required		for
		to	s of	g with				engage
		engage	engage	stakeho				ment
		ment	ment	lder				
		Inadeq	Protecti					
		uate	on by					
		access	the					
		Unaffor	guidelin					
		dable	е					
		charges						
[X <sub>n</sub> ]								

# **Annex III: Lease Agreement**

# LEASE AGREEMENT

**FOR** 

LEASING OF WAREHOUSE WITH MEASUREMENTS OF LENGTH,
WIDTH, HEIGHT, MT STORAGE CAPACITY, SITUATED AT PLOT
NO, BLOCK,
AREA,
BETWEEN
(NAME OF WAREHOUSE OWNER/LESSOR)
P.O BOX
PHONE:
AND
(NAME OF THE LESSEE)
P.O BOX
This lease agreement is made onday of20
BETWEEN
(NAME OF THE LESSOR) P. O. Box,, Tanzania
(herein after called "Lessor"), which expression shall include any authorized
officer acting on his behalf on one part;
AND
(NAME OF THE LESSEE) of P.O. Box (herein after
called "Lessee") which expression shall include any authorized officer acting on
his behalf, on the other part; jointly referred to as "PARTIES".
WHEREAS the Lessor has exclusive rights to ownership and control of
warehouse with measurements of length, width,
height, storage capacity of MT, situated at Plot No
Block
(Herein after called "PREMISES")

**NOW THEREFORE** the PARTIES agree as follows;

-

### 1.0 Definition

- 1.1 "Fixtures" implies any fitting or attachment to the premises, doors, and lights and down–pipes.

"Rent" means the amount charged by the Lessor for the occupation of the PREMISE.

# 2.0 Obligations of the Lessee

- 2.1 To pay the rent at the time and in the manner set out in Clause 6.
- 2.2 To occupy the PREMISES for the purpose of storing food.
- 2.3 To maintain the PREMISES in good and safe condition at all time and on termination of the lease, to surrender the PREMISES in as good condition as it were when entering into the contractual agreement. Fair wear and tear are acceptable.
- 2.4 Not to assign part of or sublet the PREMISES or any part of the PREMISES without prior written consent of the Lessor.
- 2.5 Not to make any alteration or additions to the PREMISES without prior written consent of the Lessor, which shall not be unreasonably withheld.
- 2.6 To permit the Lessor or his agents to enter the PREMISES at reasonable times and upon reasonable notice to carry out inspection of the PREMISES and or to carry out major repairs to the premise where necessary.

- 2.7 To surrender the PREMISES to the Lessor immediately upon expiry or termination of the lease or on default pursuant to relevant provisions in this Lease Agreement.
- 2.8 To pay the water bill and electricity consumed by Lessee during the whole contractual period.
- 2.9 To ensure security for its goods. The Lessee may hire security guards at his own arrangement.

# 3.0 Obligations of the Lessor

- 3.1 Not to interfere with the day to day operations of the Lessee and the Lessee's occupation of the PREMISES.
- 3.2 To pay all statutory taxes like withholding tax (as withheld from rent), property tax and land rent which may be due to any government body or municipal council as per the laws of the land in respect of the demised PREMISES from time to time.
- 3.3 Insure and keep insured the demised PREMISES and the Lessor's fixtures therein against loss or damage by fire and such other risks as the Lessor shall deem desirable or expedient.
- 3.4 Maintain, make repairs and otherwise keep in good tenable condition the structure of the PREMISES and in particular, the roofs, foundations and walls thereto.

# 4.0 General Obligations

4.1 That, by Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein contained shall peacefully hold and enjoy the demised PREMISES during the contractual period provided without any interruption by the Lessor or any person claiming to be under or in trust for the Lessor.

# 5.0 Duration and Renewal of the Lease Agreement

- 5.2 This lease agreement may be renewed by mutual agreement in writing between the PARTIES, upon expiration of the agreement duration noted under Clause 5.1 of this Lease Agreement. Notice for renewal shall be issued not less than fifteen (15) calendar days before expiration of lease agreement.

## 6.0 Rent

- 6.2 The rental cost shall be inclusive of all taxes as per statutory requirements.
- 6.3 The rent shall be paid upfront by the Lessee in one instalment upon receipt of an invoice from Lessor.
- 6.4 Subject to Clause 6.3 of this lease agreement, the lessee shall pay rent within ......calendar days, upon receipt of an invoice from Lessor.

# 7.0 Termination

- 7.1 Either party may terminate this Agreement by providing ...... days' written notice to the other party.
- 7.2 Upon termination, the Lessee shall immediately handover the PREMISES to the Lessor.

# 8.0 Notices

Notices given by either party as required by this lease or otherwise shall be in writing, addressed to the PARTIES bound by this lease and delivered to the addresses stipulated herein.

# 9.0 Governing Law and Governing Language

- 9.1 This lease agreement shall be governed in accordance with the laws of Tanzania.
- 9.2 The governing language of lease agreement shall be in the English or Kiswahili language.

# 10.0 Dispute Settlement

- 10.2 In case the disagreement or dispute between PARTIES is not resolved within the above specified duration and mechanism, the matter shall be referred to a court/quasi-judicial body of competent jurisdiction.

**IN WITNESS WHEREOF** the PARTIES hereto have caused this lease agreement to be executed in accordance with their respective laws in the date, month and year first above written.

# SIGNED AND DELIVERED BY OR ON BEHALF OF LESSOR

name	
Title:	
Address:	
	IN THE PRESENCE OF
Name <sup>.</sup>	

Title:	
Signature:	
Address:	
Date:	
SIGNED AND DELIVERED BY OR ON BEHALF OF LESSEE	Ξ
Name:	
Title:	
Signature:	
Address:	
Date:	
IN THE PRESENCE OF	
Name:	
Title:	
Signature:	
Address:	

Date:\_\_\_\_\_

# WAREHOUSE SERVICE AGREEMENT FOR

PROVISION OF WAREHOUSING SERVICES AT WAREHOUSE WITH
MEASUREMENTS OF LENGTH, WIDTH, HEIGHT,
MT STORAGE CAPACITY, SITUATED AT PLOT NO,
BLOCK,
AREA,/VILLAGE/DISTRICT/MUNICIPAL, REGION
BETWEEN
(NAME OF WAREHOUSE PROVIDER)
P.O BOX
PHONE:
AND
(NAME OF THE DEPOSITOR)
P.O BOX
WAREHOUSE SERVICE AGREEMENT
This Warehouse Service Agreement is made and entered thisday of202
BETWEEN:
(name of Warehouse Provider) of P.O
Box,, Tanzania (herein after called "WAREHOUSE PROVIDER")
which expression shall include any authorized officer acting on his behalf on one
part.
AND
(NAME OF THE DEPOSITOR) of P.O. Box (herein
after called "DEPOSITOR") which expression shall include any authorized office
acting on his behalf, on the other part: jointly referred to as "PARTIES"

WHEREAS Recitals: The WAREHOUSE PROVIDER operates a warehouse
facility with measurements of length, width, height,
storage capacity of MT, situated at Plot No
Block Area,Village/District/Municipal,Region
(Herein after called "PREMISES")
AND WHEREAS The Depositor desires to store goods at the PREMISES and
the Warehouse Provider agrees to store and manage the goods upon the
consideration of a total sum of Tshs/= (Tanzanian
Shillings Only) tax inclusive, per month ("Herein after called
"rent"), under the terms and conditions set forth in this Agreement.
NOW THEREFORE the PARTIES agree as follows;
1.0 Definition
1.1 "Fixtures" implies any fitting or attachment to the WAREHOUSE,
doors, lights and down –pipes.
1.2 "PREMISES" means the Warehouse with measurements of
length, width, height, MT storage capacity
situated at Plot No Block, Area,
Municipality, region.
1.3 "Storage fee" means the amount charged by the Warehouse
Provider for storage of good into the PREMISES.
"Good" means food crops (name the type of food crop)

# 2.0 Scope of Services

The Warehouse Provider shall and agrees to provide the following services to the Depositor of good:

# 2.1 Storage:

The Warehouse Provider shall store the Depositor's goods at the Warehouse, and maintaining appropriate storage conditions as required for the type of goods.

# 2.2 Inventory Management:

The Warehouse Provider shall keep accurate records of the goods stored, including receiving, handling, and dispatching of goods as instructed by the Depositor of the goods.

# 2.3 Security and Safety:

The Warehouse Provider shall implement and maintain security measures to protect the goods from theft, damage, or unauthorized access, and ensure compliance with all safety regulations.

# 3.0 Duration and renewal of the agreement

3.1 Th	is Agreement	shall co	ommence	on .	day	of	20	and :	shall
continu	ue for	montl	<b>hs</b> to	day	of	20,	unless	termin	ated
earlier	in accordance	with Cla	ause		of this Agre	ement.			

This Warehouse Services Agreement may be renewed by mutual agreement in writing between the PARTIES, upon expiration of the Agreement duration noted under Clause 3.1 of this Warehouse Service Agreement. Notice for renewal shall be issued not less than ................................. calendar days before expiration of this Warehouse Service Agreement.

# 4.0 Fees and Payment Terms

- **4.1** The Depositor of goods agrees to pay the Warehouse Provider storage fees of Tshs...... per ......(tonne/bag) per for the whole duration of this Agreement.
- 4.2 The storage fees shall be inclusive cover all services stipulate under Clause 2 of this Warehouse Service Agreement save for costs for uplifting the goods. In particular, the storage fees shall cover storage costs, security costs, goods treatment and safety costs and any other services related to storage of the goods.

# 5.0 Delivery and Receipt of Goods

- **5.1** The Depositor of goods shall provide to the Warehouse Provider a detailed packing list with each delivery of goods to the PREMISES.
- **5.2** The Warehouse Provider shall issue receipt of the goods immediately upon receipt.
- **5.3** The Warehouse Provider shall inspect the goods upon arrival and notify the Depositor within ...... business days of any discrepancies, damage, or shortages.

# 6.0 Inventory Control and Reporting

- **6.1** The Warehouse Provider shall maintain an up-to-date inventory of the goods stored at the Warehouse.
- **6.2**The warehouse Provider shall provide the Depositor of goods with monthly reports on the goods stored. The report shall include, among other things, quantity and quality status of the goods.
- **6.3** Any discrepancies between physical inventory and recorded inventory shall be promptly reported to the Depositor.

# 7.0 Liability and Insurance

- **7.1** The Warehouse Provider shall be liable for loss or damage to the Depositor's goods caused by the Warehouse Provider's negligence or wilful misconduct.
- **7.2**The warehouse provider shall maintain insurance coverage for the full value of the goods stored at the PREMISES.
- **7.3**The Warehouse Provider shall maintain general liability and PREMISES insurance to cover its operations.

#### 8.0 Access to PREMISES

8.1. The Depositor or his/her authorized representatives shall have the right to access the premises during normal business hours for inspection of his goods, provided reasonable notice is given.

8.2. The Warehouse Provider reserves the right to restrict access of the PREMISES in case of emergencies or for security reasons.

# 9.0. Confidentiality

- 9.1. The Warehouse Provider agrees to keep all information regarding the Depositor's goods and business operations confidential.
- 9.2. This obligation shall survive the termination of this Agreement.

# 10.0. Termination

- 10.1. Either party may terminate this Agreement by providing ....... days' written notice to the other party.

# 11.0. Governing Law and Governing Language

- 11.1. This Warehouse Service Agreement shall be governed in accordance with the Laws of Tanzania.
- 11.2. The governing language of Warehouse Serve Agreement shall be in English or Kiswahili language.

# 12.0. Dispute Settlement

- 12.2. In case the disagreement or dispute between PARTIES is not resolved within the above specified duration and mechanism, the matter shall be referred to a Court/quasi-judicial body of competent jurisdiction.

**IN WITNESS WHEREOF** the PARTIES hereto have caused this Warehouse Service Agreement to be executed in accordance with their respective laws in the date, month and year first above written.

# SIGNED AND DELIVERED BY OR ON BEHALF OF WAREHOUSE PROVIDER

	Name:	
	Title:	-
	Signature:	_
	Address:	
	Date:	
	IN THE PRESENCE OF	
	Name:	
	Title:	-
	Signature:	_
	Address:	
	Date:	
SIGNE	D AND DELIVERED BY OR ON BEHALF OF DEP	OSITOR
	Name:	
	Title:	-
	Signature:	_
	Address:	
	Date:	
	IN THE PRESENCE OF	
	Name:	
	Title:	_
	Signature:	_
	Address:	
	Date:	

# **Annex V: Property Management Agreement**

# PROPERTY MANAGEMENT AGREEMENT

FOR

MANAGING A WAREHOUSE WITH MEASUREMENTS OF
LENGTH, WIDTH, HEIGHT, MT STORAGE CAPACITY,
SITUATED AT PLOT NO, BLOCK,,
AREA,/VILLAGE/DISTRICT/MUNICIPAL, REGION
BETWEEN
(NAME OF THE OWNER)
P.O BOX
PHONE:
AND
(NAME OF THE MANAGER)
P.O BOX
PHONE:

# PROPERTY MANAGEMENT AGREEMENT

**This Property Management Agreement** is made and entered this.....day of.....20...

# **BETWEEN**

	(name of the OWNER) of P.O. Box, Tanzania (herein after called "OWNER"), which expression shall include any authorized officer acting on his behalf on one part.
	AND
	(name of the MANAGER) of P.O. Box (herein after called "MANAGER") which expression shall include any authorized officer acting on his behalf, on the other part; jointly referred to as "PARTIES"  Recitals:
	WHEREAS: The OWNER has exclusive rights to ownership and control of warehouse with measurements of length, width, height, storage capacity of MT, situated at Plot No
	WHEREAS: The OWNER desires to engage the MANAGER to Manage the PREMISES' operations.
	AND WHEREAS: The MANAGER agrees to manage the PREMISES' operations under the terms and conditions set forth in this Agreement.
	NOW THEREFORE the PARTIES agree as follows;
1.0	<ul> <li>Definition</li> <li>1.1 "Fixtures" implies any fitting or attachment to the WAREHOUSE, doors, lights and down –pipes.</li> <li>1.2 "PREMISES" means the Warehouse with measurements of</li></ul>
	situated at Plot No Block, Area,

- 1.3 "Management fee" means the fee payable by the OWNER to the MANAGER for managing the PREMISES.
- 1.4 "Good" means food crops (name the type of food crop)

# 2.0 Scope of Management of the PREMISES

The MANAGER agrees to provide the following services in managing the PREMISES:

# 2.1. Leasing and Tenant Relations:

The MANAGER shall ensure marketing to the available spaces of the PREMISES and make sure that, the PREMISES is fully utilized. Also, the MANAGER shall conduct screening of tenants, negotiating leases, collecting rent, and managing tenants/Depositors relationships.

# 2.2. Maintenance of the PREMISES:

The MANAGER shall carry out routine inspections, coordinating repairs and maintenance, and ensuring the PREMISES is in compliance with local laws and regulations.

# 2.3. Financial Management:

The MANAGER shall collect rent/storage charges and other associated payments (as agreed).

# 2.4. Budget and Financial report

The MANAGER shall manage PREMISES' operational expenses, prepare budgets, and providing financial reports to the OWNER.

# 2.5. Security and safety

The MANAGER shall ensure and Implement security measures, ensuring compliance with safety standards, and manage emergency situations.

# 2.6. Other services

The MANAGER shall comply with any other directives issued by the OWNER relating to management of the PREMISES.

# 3.0. Duration and Renewal of the Agreement

# 4.0 Management Fee

- 4.1 The OWNER agrees to pay the MANAGER a management fee of [......Percentage]....% of the gross rental income/Storage charges collected from the use of the PREMISES.
- 4.2. The Management fee shall be paid by the OWNER to the MANAGER on a [Monthly/Quarterly] basis.

# 5.0. Responsibilities of the OWNER

The OWNER shall have and adhere to the following responsibilities:

- 5.1 To provide the MANAGER with necessary access to the PREMISES.
- 5.2To maintain adequate insurance coverage for the PREMISES.
- 5.3 To pay management fee timely as agreed herein this Agreement.
- 5.4To reimburse the MANAGER for prior-approved expenses incurred in the management of the Property.

# 6.0 Responsibilities of the MANAGER

The MANAGER shall perform the following responsibilities in managing the PREMISES:

- 6.1 To exercise reasonable care and diligence in managing the PREMISES.
- 6.2To maintain accurate records and provide regular financial reports to the OWNER.
- 6.3To ensure that the Property is managed in compliance with all applicable laws and regulations.
- 6.4To make sure that, the PREMISES is used for storage of food crops only.
- 6.5To submit weekly report to VEO on stock record.

# 7.0. Insurance and Liability

- 7.1The OWNER shall maintain PREMISES and liability insurance covering the PREMISES.
- 7.2The MANAGER shall maintain general liability insurance and workers' compensation insurance.
- 7.3 The MANAGER shall not be liable for any loss or damage to the Property unless caused by the MANAGER's negligence or wilful misconduct.
- 7.4 Insurance of crops

#### 8.0. Termination

- 8.1. Either party may terminate this Agreement by providing ...... days' written notice to the other party.
- 8.2. Upon termination, the MANAGER shall deliver to the OWNER all keys, records, and any other property belonging to the OWNER.

# 9.0. Notices

Notices given by either party as required by this Agreement or otherwise shall be in writing, addressed to the PARTIES bound by this agreement and delivered to the addresses stipulated herein.

# 10.0 Governing Law and Governing Language

- 10.1 This Property Management Agreement shall be governed in accordance with the Laws of Tanzania.
- 10.2 The governing language of this Agreement shall be in the English or Kiswahili language.

# 11.0 Dispute Settlement

Nama.

- 11.1 Upon a written notification of disagreement or dispute of one party to the other, the PARTIES shall use their best efforts to settle amicably all disagreement or disputes arising out of or in connection with this Contract or its interpretation within a period of ................... from the date of receipt of such notification of disagreement or dispute to the other party.
- 11.2 In case the disagreement or dispute between PARTIES is not resolved within the above specified duration and mechanism, the matter shall be referred to a Court/quasi-judicial body of competent jurisdiction.

**IN WITNESS WHEREOF** the PARTIES hereto have caused this Property Management Agreement to be executed in accordance with their respective laws in the date, month and year first above written.

# SIGNED, AND DELIVERED BY OR ON BEHALF OF OWNER

Name.
Title:
Signature:
Address:
Date:
IN THE PRESENCE OF
Name:
Title <sup>.</sup>

Signature:	_
Address:	-
Date:	_
SIGNED AND DELIVERED BY OR ON BEHALF	
Name:	
Title:	_
Signature:	_
Address:	-
Date:	-
IN THE PRESENCE OF	
Name:	
Title:	_
Signature:	_
Address:	_
Date:	

# Annex VI: Weekly Stock Report

# **Weekly Stock Report**

-	-	

		OPENIN				CLOSIN
S/N	COMMODITY	G	RECEIP	DISPAT	DAMAGES/LOS	G
3/IN	COMMODITY	BALAN	TS (KG)	CH (KG)	SES (KG)	BALAN
		CE (KG)				CE (KG)
	TOTAL					

# **Annex Vii: Warehouse Inspection Checklist** Warehouse name Date Inspector and address **INSTRUCTIONS:** This checklist is designed to ensure a comprehensive inspection of the warehouse. Review each item carefully and mark the corresponding checkbox for compliance or note any issues identified. Use the "Notes" or "Issues" section to provide additional details and actions required. 1. GENERAL SAFETY Yes No NA Adequate signage that indicates safety procedures and warnings is displayed. Marked and unabstracted emergence exit are clearly indicated. Fire extinguishers are easily accessible and inspected regularly. Protective gears (boots, masks, gloves, and overall coats) in place where needed. Safety barriers or guardrails are in place where needed. Action required if any 2. HOUSE KEEPING Yes No NA The warehouse is clean, well-organized, and free from clutter. Waste and scrap materials are properly disposed of. Storage pallets are stable and properly used. Flammable materials are stored in designated areas. Action required

if any

3. WAREHOUSE EQUIPMENT			Yes	No	NA
Equipment are in good working condition (Standby generator, stitching					
machine and forl	klift).				
Operators are tra	ained and certified to use the equipment.				
Moisture test kits	are available and functioning.				
Stitching machine is available and operational.					
Weighing scales are calibrated, inspected and certified.					
Action required					
if any					
4. FIRE SAFETY	(	Yes	No	NA	
Provision of fencing parameters and guards.					
Fire suppression systems and alarms are operational.					
Exit routes are unobstructed and clearly marked.					
Electrical panels and wiring are not a fire hazard.					
Flammable materials are stored away from heat sources.					
Employees are t	rained in fire safety and evacuation procedures.				
Action required		•			
if any					
5. STORAGE AND INVENTORY			Yes	No	NA
Inventory items are properly labeled/packed and identified.					
Stock rotation and first-in, first-out (FIFO) procedures are followed.					
Hazardous materials are stored and handled according to regulations.					
Stock levels are adequately controlled to prevent overstocking.					
Perishable items are stored appropriately and monitored regularly.					
Action required					
if any					

6. ERGONOMICS	Yes	No	NA
Workstations and equipment are set up ergonomically.			
Employees are trained in safe lifting and handling techniques.			
Proper lifting aids are available and used when required.			
Adjustable chairs and work surfaces are provided where applicable.			
Repetitive motion and strain risks are minimized.			

Action required

if any

		Ye	N	N
7. SECURITY MEASURES			О	Α
Access to warehouse is controlled and limited to authorized				
personnel.				
Security cameras and alarms are functioning and monitored.				
Visitors are required to sign in and be accompanied while in the				
Action required				
if any				
warehouse.				

8. COMPLIANCE AND DOCUMENTATION	Yes	No	NA	
Warehouse permits and licenses are up to date.				
Safety and training records are maintained for employees.				
Inspection reports and maintenance logs are documented.				
Food stock reports are well kept and maintained.				
Required safety posters and notices are posted conspicuousl	y.			
Action required				
if any				
9. BUILDING STRUCTURE	Yes	No	NA	
Roof is in good condition.				
Doors and locking system are working properly.				
Windows and ventilation system is available.				
Drainage systems are available and operational.				
Proper power and water system is available.				
Walls are in good condition.				
Availability of internet, computers, and accessories				
Concrete floor is in good condition.				
There are no cracks on the floor.				
Action required				
if any				
10. FOOD STOCKS	Yes	No	NA	
Food is free from live insects/infestation and dead insects.				
There are no food leakages and spillages.				
Food stacks are well arranged.				

Food is free fro	om filth and foreign matters.				
Proper pest control measures are followed.					
			ı		
Action required	1				
if any	•				
4					
Insert any					
additional					
notes					
	<b></b>				
	OF APPROVAL				_
	that I have conducted the ab		d that the	informat	ion
provided is accurate to the best of my knowledge.					
Inspector's					
name		Signature	<b>:</b>		
Date					
			L		
Operator's					
name		Signature	9		
Date					

# **Annex VIII: Warehouse Inspection Manual**

# 1. Introduction

The purpose of this manual is to provide the procedures for conducting warehouse inspections to ensure food safety, quality, regulatory compliance and operational efficiency. It is applicable to all personnel involved in warehouse operations, inspections, and maintenance.

#### 2. General Conditions

# A. Responsibilities of Inspection Team

 To conduct inspections as per manual, document findings and report issues to management

# **B.** Preparation

- Review inspection checklist: It ensures that the checklist includes all relevant areas such as pest control, temperature and humidity control, safety equipment, and hygiene practices.
- **Gather equipment**: It comprises the necessary equipment such as flashlights, moisture meters, thermometers, hygrometers, and personal protective equipment (PPE).
- Planning: It involves conducting a pre-inspection briefing in attempt to outline
  the objectives and scope of work and review previous inspection findings.

# C. Documentation

- i. Complete inspection checklists.
- ii. Document any discrepancies, including quantity, condition, stock rotation adherence, storage conditions and location.
- iii. Take photographs if necessary for documentation purposes.

# D. Review and Update of SOP

• This SOP should be reviewed whenever there are significant changes in regulations, warehouse operations or identified gaps in the current procedure.

# Standard Operating Procedure (SOP) for Environment Compliance

# 1. Purpose

To guide inspection for environmental compliance of the warehouses and ensure the safe, clean and functional storage environment

# 2. Scope

This SOP applies to all personnel involved in inspection of environmental compliance in warehouses that store food crops.

# 3. Inspection Schedule

- Routine inspections: They are conduct daily or weekly in attempt to monitor environmental parameters such as cleanliness, waste disposal, placement of goods and materials in their respective locations.
- Comprehensive inspections: They are conducted monthly, quarterly or semiannually in attempt to assess all aspects related to warehouse environment, including structural integrity and pest control measures.
- **Special inspections**: They are conducted after significant events such as extreme weather conditions, pest infestations or any incident(s) that may compromise the warehouse environment.

# 4. Inspection Process

- Check the condition of walls for cracks and roofs for leaks or damage.
- Assess the cleanliness including debris, spills and pest evidence.
- Verify that the warehouse is located on a raised well-drained site not prone to flooding.
- Check if the warehouse distance from tree branches and poles is at least 3 meters in attempt to prevent rodent access.
- Check drainage system around the warehouse and its functionality.
- Check the platform provided with a slope of at least 1 in 40m from the wall to its outer edge.

- Check if the floor of the warehouse is damp proof, rigid, durable and free from any cracks.
- Verify that the waste containers are sealed, regularly emptied and stored away from food storage areas.
- Check if waste is disposed properly to prevent attracting pests and contaminating stored products.
- Confirm that the cleaning schedules are followed.
- Inspect the cleaning equipment (e.g., brooms, mops) for cleanliness and proper storage.
- Verify if the system for collecting and disposing waste is consistently maintained.
- Check if the firefighting systems such as cylinders or hydrants are functional.
- Check personnel awareness of routines in attempt to follow in the event of fire in the warehouse.
- Check personnel awareness on environment regulations.
- Check the vegetation management around the warehouse to prevent any plants, shrubs or grass from growing near the building and providing shelter for rodents or pests.
- Check if the ventilation systems (vents or window) are maintained and free from blockages.
- Check routine maintenance plan of the warehouse.

# Standard Operating Procedure (SOP) for Inventory Management Compliance

# 1. Purpose

To guide inspections for inventory management in food storage warehouses

# 2. Scope

This SOP applies to all personnel involved in inspection of inventory management.

# 3. Types of Inventory Inspections

 Routine inventory checks: They are conducted daily or weekly in attempt to monitor stock levels, check for any visible signs of damage or spoilage and verify that storage conditions are optimal.

- Comprehensive inventory inspections: They are conducted monthly, quarterly or semi-annually in order to perform a detailed check of all stored items.
- **Special inspections:** They are conducted after significant events such as receiving large shipments, product recalls, or warehouse incidents that may affect the inventory levels or quality of the stored commodities.

# 4. Inspection Processes

- Physical counts: Compare physical inventory to recorded inventory.
- Quality check
  - i. Verify that items meet quality standards and specifications.
  - ii. Inspect stored crops for defects, expiration and signs of spoilage, contamination, pests or physical damage.
  - iii. Check for any unusual odors, discoloration or texture changes that could indicate spoilage.
  - iv. Verify that pest control measures are in place and effective (availability trabs, spray and fumigation schedule and fumigation certificate).

#### Stock rotation

- i. Check adherence to the First-In, First-Out (FIFO) or First-Expired, First-Out (FEFO) principles.
- ii. Check if the older stock or items against the earliest expiration dates are positioned for easy access and use.
- iii. Verify that the rotation process is documented and aligns with inventory records.

# Storage conditions

- Evaluate stacking methods in attempt to ensure that they are safe and do not damage inventory.
- ii. Check the spacing between the stacks for proper airflow and ease of access.
- iii. Check the protection measures for direct sunlight, moisture, and other environmental factors that could affect the stored commodities.

#### Location verification

i. Check if the items are stored in their designated locations, type of crops, fumigants, packaging materials and other items.

# Standard Operating Procedure (SOP) for Pest Control Compliance

# 1. Purpose

To guide inspection for preventing, monitoring and controlling pests in a warehouse storing food crops and ensure food safety and compliance with regulatory standards

# 2. Scope

This SOP applies to all personnel involved in inspection for pest control. It covers the routine pest control measures, monitoring, documentation and corrective actions.

# 3. Inspection Schedule

- Routine inspections are conducted weekly for signs of pest activity.
- Detailed inspection is conducted monthly to cover all areas, including storage, loading docks and external perimeters.
- Special inspection is conducted after significant events or incidents that are related to pest control

# 4. Inspection Processes

- Check the pest control measures (chemical, biological, physical).
- Check if the use of approved pesticides are applied by certified personnel.
- Check the pesticide applications documentation, including the type of pesticide, date, location, and the person responsible for the application.
- Check pest control log of all pest sightings, trap counts, and pest control activities.
- Check all cracks, crevices and potential entry points on walls, floors and if the ceilings are properly sealed.
- Check if all doors and windows are well-fitted and have appropriate seals or screens.
- Check level of cleanliness in all areas, including storage, loading docks and if the break rooms are free from debris, and storage waste.
- Check if the food crops are off the ground and away from the walls in order to allow for inspection and cleaning.

- Check the use of pallets and shelving in order to facilitate air circulation and reduce the hiding places for pests.
- Check First-In, First-Out (FIFO) method in order to minimize pest infestations in older stock.
- Check if the bait stations, traps (e.g., rodent traps, sticky traps) and insect light traps are in strategic locations throughout the warehouse.
- Check for droppings, live and dead pests, gnaw marks, nests and damage to food packaging.
- Asses the warehouse staff knowledge about the pest identification, prevention and reporting procedures.

# Standard Operating Procedure (SOP) for Quality and Safety Compliance

# 1. Purpose

To establish the guideline for conducting quality and safety compliance inspections in the warehouses storing food crops to ensure the protection of stored products, prevent contamination and maintain food safety standards

# 2. Scope

This SOP applies to all personnel involved in the inspection of warehouses where food crops are stored. It covers the routine inspections, documentation and corrective actions.

# 3. Schedule of Inspections

- **Daily inspections**: These are basic checks for cleanliness, structural integrity and pest control.
- **Weekly inspections**: These are detailed inspections which cover all quality and safety compliance aspects.
- **Monthly inspections**: These are comprehensive inspections which include structural checks, safety equipment and adherence to compliance standards.
- **Special Inspection:** These are conducted after significant events or incidents that are related to quality and safety.

# 4. Inspection Procedure

- Ensure adherence to relevant food safety standards such as Good hygiene Practices (GHP) and Good Manufacturing Practices (GMP).
- Check if all personnel follow hygiene protocols, including wearing PPE and maintain cleanliness in the handling of food crops.
- Check for visible signs of pest infestation (rodents, insects), structural damage (cracks, leaks) and cleanliness (dust, debris).
- Examine the integrity of floors, walls, and ceilings for any signs of water damage,
   mold, or structural weakness.
- Check the use equipment in attempt to measure the moisture content, temperature and humidity levels within the warehouse.
- Check if the equipment are calibrated
- Verify if the pest control measures are in place and effective.
- Inspect the accuracy and completeness of inventory records, pest control logs, temperature and humidity logs and inspection records.
- Verify if the warehouse meets both local and national regulations for food storage, including health and safety codes, fire regulations, and environmental standards.

# Standard Operating Procedure (SOP) for Record Keeping and Reporting in Warehouses

# 1. Purpose

To guide inspection for standardized procedures for accurate and consistent record keeping and reporting in warehouses storing food crops and ensure compliance with regulatory requirements and food safety standards

# 2. Scope

This SOP applies to all personnel responsible for inspection of compliance with standardized procedure for recording and reporting in warehouses storing food crops.

# 3. Schedule of Inspections

- Daily Inspections: These are basic checks for daily recording and reporting.
- Weekly inspections: These are inspections that cover all aspects of recording and reporting compliance.

- **Monthly inspections**: These are comprehensive inspections of record keeping and reporting in attempt to comply with the standards.
- Special inspection: This is conducted after significant events or incidents that are related to record keeping and reporting.

# 4. Inspection Process

# 4.1. Check Inventory Records and Reports

The following details are covered:

- Details of all food crops stored, including type, quantity, batch number and storage location
- Records of stock movements, including receiving, dispatching and internal transfers (daily, weekly and monthly reports)
- Documentation of stock rotations (e.g., First-In, First-Out (FIFO) method)
   to ensure the freshness of product and minimization of waste.

# 4.2. Check Quality Control and Safety Records and Reports

The following details are covered:

- Condition of incoming and outgoing products
- Identified of quality issues
- Temperature and humidity of the warehouse
- Safety inspection checklists
- Equipment maintenance logs

# 4.3. Check Pest Control Records and Reports:

The following details are covered:

- Logs of pest control activities
- Pesticide applications, including type, quantity, date, location and applicator details
- Pest monitoring device placements, inspections and findings

# 4.4. Check Training Records and Reports

The following details are covered:

- Training sessions attended by warehouse staff, including dates, topics covered, and participants' names
- Certifications and qualifications for personnel involved in specialized tasks (e.g., pest control, equipment operation).

# 4.5. Check Incidence Reports

The following aspects are covered:

- Any accidents, spills, contamination incidents or other emergencies
- o Immediate response and any follow-up actions taken

# 4.6. Check Document Control and Storage

- Digital record keeping:
  - See if the records are kept digitally.
  - Check if there are emails correspondence on the records of all warehouse related issues.

# 4.7. Physical Record Keeping

- Check if physical records are kept in a designated and secure location within the warehouse.
- Ensure that the records are organized, labeled and easily accessible for audits and inspections.

**Annex IX: Draft of MoU** 

# **MEMORANDUM OF UNDERSTANDING (MoU)**

# BETWEEN MINISTRY OF AGRICULTURE (MoA)

# AND

# CENTRAL/LOCAL GOVERNMENT AGENCIES AND PRIVATE SECTOR ENTITIES/STATE OWNED ENTERPRICES

FOR

IMPLEMENTATION OF LOCAL FOOD STORAGE WAREHOUSES UTILIZATION
GUIDELINE

**NOVEMBER, 2024** 

# **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MoU) is made this \_\_\_\_ day of \_\_\_\_ 2024

### **BETWEEN**

Ministry of Agriculture of Government City - Mtumba, P. O. Box 2182, Dodoma, (hereinafter referred to as "MoA" of one Party)

#### **AND**

The President's Office, Regional Administration and Local Government (hereafter referred to as "PO-RALG") of Government City – Mtumba P.O. Box 1923, 41185, Dodoma, Tanzania, of the other Party; Local Government Authorities, Private sector entities and State owned enterprises

(Jointly and collectively referred to as "the Parties").

**WHEREAS** MoA is a government entity responsible for, among others, coordinating all matters concerning food security and safety in the United Republic of Tanzania;

**WHEREAS** PO-RALG is the PORALG which is the government entity with the mandate of overseeing regional development management and administration by coordinating rural and urban, development policy and strategies;

**WHEREAS** Local Government Authorities are government agencies which were established under the constitution of the United Republic of Tanzania of 1977 Articles 145 and 146. The purpose of LGAs is to transfer authority and power to people and enable them to participate in the planning and implementation of development programmes within their respective areas.

**WHEREAS** State Owned Enterprise (SOE) is a business entity which is created or owned by a national or local government, either through an executive order or legislation. SOEs aim to generate the profit for the government, prevent private sector monopolies, provide goods at lower prices, implement government policies or serve remote areas where private businesses are scarce.

**WHEREAS** Private Sector Entity is the part of the economy run by individuals and companies for profit and is not state-controlled. Therefore, it encompasses all for-profit businesses not owned or operated by the government

WHEREAS in the implementation of the project, the MoA has developed FOOD STORAGE WAREHOUSE GUIDELINE for implementation of the government efforts of improved warehouse management modality of food storage public warehouses' operation and management through the established herein after referred to as "the guideline".

**WHEREAS** this MoU represents the complete understanding between the Parties hereto as the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the Parties hereto as to the same:

**AND WHEREAS** the parties wish to cooperate in the implementation of the guideline and this MoU will serve as the framework for the Parties in attempt to discuss and coordinate the matters related to implementation of the guideline.

**NOW THEREFORE THIS MoU WITNESSESS** as follows:

# ARTICLE I

In this MoU, unless the context requires otherwise, words or terms as may be applied herein, will bear the following meaning:

Guideline - Means the Food Storage Warehouses Utilization guideline of 2024 developed by MoA

Parties - Means the MoA and the PO-RALG, Local Government
Authorities, State owned enterprises and Private sector
collectively

# ARTICLE II OBJECTIVE OF MoU

- 2.1 The objective of this MoU is to set forth areas of cooperation between the Parties with the common goal of facilitating the implementation of the guideline.
- 2.2 This MoU does not create legally binding obligations.

.

# ARTICLE III UNDERTAKINGS BY THE PARTIES

# 3.1 The MoA will:

- (a) Oversee the management and operation of warehouses;
- (b) Monitor and evaluate the implementation of all activities carried out at the Warehouse;
- (c) Provide technical backstopping to RS and LGAs on good agricultural practices and postharvest management;
- (d) Develop and disseminate food quality standard and monitor its implementation in collaboration with relevant regulatory authorities;
- (e) Develop incentive mechanism to enhance the warehouse utilization;

- (f) Review and carryout amendment of the guideline;
- (g) Facilitate capacity-building for farmers, warehouse operators and other stakeholders in attempt to address knowledge and technological gaps and
- (h) Facilitate construction and rehabilitation of public warehouses.

# 3.2 PO-RALG will:

- (i) Supervise the Regional Secretariats and Local government Authorities during the implementation of the guideline;
- (j) Receive annual report from Regional Secretariats and Local Government Authorities on the implement of the guideline;
- (k) Provide the MoA with annual report on implementation of the guideline as submitted by regional Secretariats and Local Government Authorities;
- (I) Provide technical support on the implementation of the guideline;
- (m) Appoint a focal person to coordinate joint activities between the parties and
- (n) Where appropriate, propose amendment of the guideline.

# 3.3. Local Government Authorities (LGA) will:

- (o) Ensure general security of the warehouse facilities;
- (p) Facilitate availability of suitable infrastructure and utility facilities such as roads, water and electricity;
- (q) Support and sensitize the farmers and other value chain actors to adhere to good pre- and post-harvest practices and technologies;
- (r) Provide information to stakeholders on the status of food crops production and marketing in their areas;
- (s) Collect relevant levies, taxes and charges from of sales of crops;
- (t) Develop, implement and enforce by-laws and guideline to facilitate the warehouse management and operation;
- (u) Conduct the monitoring and evaluation of implementation of this guideline;
- (v) Address and mediate any conflicts that may arise between the warehouse operators, village council and community or other stakeholders and
- (w) Compile and submit reports to the RS.

# 3.4. Warehouse operator (Private sector/SOEs) will:

- a) Receive, store and deliver commodities using standard operating procedure;
- b) Issue the warehouse receipts to depositors (farmers, traders, etc.), which serve as proof of ownership and can be used as collateral for loans;
- c) Obtain necessary permits and licenses for the operation of the warehouse;
- d) Observe the agreements entered with the warehouse owner:
- e) Pay any rent, fees, charges, levies, and taxes to the owner and other relevant authorities;
- f) Provide public warehouse services to farmers and other stakeholders, including the storage and marketing;
- g) Comply with the laws that govern warehouse operations;
- h) Provide the security and care of commodities handled in the warehouse;
- i) Provide insurance of goods;
- j) Bear liability of damage or loss of commodities;
- k) Undertake the record keeping and reporting;
- I) Maintain the interior and exterior part of the premises in good conditions;
- m) Comply with food quality and safety standards governed by relevant authorities:
- n) Comply with pesticide application as stipulated in the Plant Protection Act of 1977:
- o) Provide accurate and complete documentation, including receipts and records to the owner and relevant authorities and
- p) Ensure that his/her lien is satisfied before the delivery of commodities from the warehouse.

# 3.5. The Parties will:

- (a) Cooperate fully to ensure that the purpose of the guideline is accomplished and that from time to time, at the request of either party:
  - (i) Exchange views with regard to the performance of their respective undertakings under this MoU and

(ii) Furnish to the other Part all such information as may be requested from time to time with regard to the general status of the implementation of this guideline.

### **ARTICLE IV**

# COMMENCEMENT, TERMINATION AND MODIFICATION

- 4.1 This MoU will commence on the date of signing by both Parties and will remain into effect for the whole period of the implementation of the guideline.
- 4.2 Either of the Part may terminate this MoU before its expiry date subject to written notification of the other Part, in which case the MoU will be terminated Sixty (60) days from the date of such written notification.
- 4.3 Notwithstanding the termination of the MoU, any pending activities before such termination will be fully executed by either of the Part.
- 4.4 This MoU may be modified or amended by the Parties through mutual consent in writing.

# **ARTICLE V**

### FINANCIAL ARRANGEMENT

5.1. Taking into consideration that both parties are Ministries of the government of the United Republic of Tanzania, each Party will bear its cost toward the implementation of this MoU.

#### ARTICLE VI

# **FORCE MAJEURE**

6.1. In the event of Force Majeure and other causes such as earthquakes, typhoons, storms, floods, and other similar phenomenon affecting the performance of this MoU, the Party affected shall give notice to the other Party, including a statement describing the force majeure and its effect within thirty (30) days after the occurrence. The Parties shall meet and agree on actions to be taken within fifteen (15) days after such notice.

# ARTICLE VII DISPUTE RESOLUTION

7.1. The Parties shall use their best efforts to settle amicably, through consultation and negotiation, all disputes arising out in connection with this MoU.

# ARTICLE VIII CONFIDENTIALITY

8.1. Neither Party will at any time publish or disclose to any third party the content of this MoU or confidential information of the other Party acquired pursuant to this MoU without a written consent of the other Party.

# ARTICLE IX GOVERNING LANGUAGE

9.1. Governing language of this MoU shall be Swahili or English language.

# ARTICLE X NON-BINDING EFFECT

- 10.1. The Parties agree that nothing in this MoU is intended to be legally binding. Notwithstanding that the conditions of this MoU are not legally enforceable, the Parties shall perform their respective obligations and receive their respective benefits in good faith.
- 10.2. This MoU shall not restrict the MoA from directing and seeking information from Regional Administration and Local Government Authorities regarding the utilization of food storage public warehouses.

# ARTICLE XI GOVERNING LAW

- 11.1. The provisions of this MoU shall be governed by the Laws of Tanzania.
- 11.2. The Parties will comply with the requirements of all laws and regulations which are applicable to this MoU.

# ARTICLE XII ASSIGNMENT

12.1. A Party may not assign or subcontract the whole or any part of this MoU without the prior written consent of the other Part. Such consent should not be unreasonably withheld or delayed.

# ARTICLE XIII NOTICE

- 13.1. Any notice given by one Party to the other pursuant to this MoU will be sent to the other Party in writing or by cable, telefax or fax mail and shall be confirmed in writing to the other Party address.
- 13.2. A notice shall be effective when delivered or on the notice effective dates.

**IN WITNESS WHEREOF** this MoU has been executed by or on behalf of the Parties hereto as of the day and year first above written.

# SIGNED AND DELIVERED FOR OR ON BEHALF OF THE MoA

# SIGNED AND DELIVERED FOR OR ON BEHALF OF THE PO-RALG/ LGA/SOEs/Private Sector

	000.0.	
Name:		
	Name:	
Title:		
	Title:	
Signature:		
	Signature:	

Date:	Date:
Witness	Witness
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:
Signed at	

# Annex X: Processes for Signing Agreements between Warehouse Operator, Warehouse Owner, LGA and MoA

The process for signing a Memorandum of Understanding (MoU)/contract between the MoA, Local Government Authorities (LGA), warehouse operator and owner typically involves the following steps:

# 1. Initial meeting and needs assessment

 Representatives from the MoA, LGA, operator and owner meet to discuss the objectives, expectations and roles of each party.

# 2. Drafting the MoU/contract

- The LGA drafts the MoU/contract with input from both the operator and the owner. This document outlines each party's roles, responsibilities and expectations.
- Key aspects like duration, terms for termination, performance standards,
   and any regulatory compliance requirements shall be included.

# 3. Review and negotiation

- Each party reviews the draft, suggests edits to clarify terms, addresses concerns or update expectations.
- Negotiations ensure that all terms are mutually agreed upon, thus fostering a transparent and collaborative relationship.

# 4. Legal review

 A legal advisor reviews the MoU for compliance with local laws and regulations, thus ensuring that it protects the interests of all parties and aligns with licensing standards.

# 5. Final approval and signing

- Once all parties approve the final draft, a formal signing ceremony shall be organized.
- Representatives from the LGA, operator and owner sign the MoU/contract in the presence of the witnesses to authenticate the agreement.

# 6. Filing and implementation

 The signed MoU is filed with the relevant parties and kept on record by each party. The implementation phase begins, guided by the terms agreed upon, with periodic reviews or meetings to ensure compliance and address any arising issues.