

**KILIMANJARO AIRPORTS DEVELOPMENT COMPANY LIMITED
(KADCO)**



CONTRACT

BETWEEN

KILIMANJARO AIRPORTS DEVELOPMENT COMPANY LIMITED

AND

M/S SWISSPORT TANZANIA PLC

FOR

**LEASE AND CONCESSION FOR OPERATION OF KIA COLD STORAGE
FACILITY (CSF)**

CONTRACT NO. PA/116/2022-2023/KADCO/NCS/15

Drawn By:

Procurement Management Unit,

Kilimanjaro Airports Development Company Limited,

P. O. Box 10, KIA,

Kilimanjaro, Tanzania.

Tel: +255 27 2554252, Fax: +255 27 255 2554312

Form of Agreement

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THIS AGREEMENT (hereinafter referred to as "the Contract") is made this ^{23RD} day of FEBRUARY, 2024.

BETWEEN

KILIMANJARO AIRPORTS DEVELOPMENT COMPANY LIMITED of P. O. Box 10, KIA, a Government Company established under the **Companies Act [Cap. 212 R.E 2002]** mandated to operate, manage, maintain and develop Kilimanjaro International Airport (hereinafter referred to as "**the Lessor**") of the Parties;

AND

M/S SWISSPORT TANZANIA PLC, a Limited Liability Company incorporated under the Companies Act [Cap. 212 R.E 2002] and having its Principal Place of Business at, Dar es salaam of P.O. Box 18043, Dar es Salaam, Tanzania (hereinafter referred to as "**the Lessee**") of the Parties.

(One Part and the other Part may collectively be referred to as "Parties" or individually as "Part")

WHEREAS the Lessor invited The Lessee for **Lease and Concession for Operation KIA Cold Storage Facility (CSF)** and Accepted Contract Amount under the concession rate of 12% of Total Revenue Generated and Rent of USD 50 per Square meter (sqm) per Annum for 1000 m². (hereinafter referred to as "**Contract Price**")

WHEREAS the Lessor granted a ten (10) months period effectively from the contract signing date for the Lesse to renovate the Cold Storage Facility. (hereinafter referred to as "**Renovation Period**")

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AND WHEREAS upon the completion of the renovation period the Lessor shall grant the Lessee the contract period of Thirteen (13) years on the terms and conditions set forth in this Agreement. (hereinafter referred to as "**the Contract Period**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Lessor and the Lessee, and each shall be read and construed as an integral part of the Contract:
 - (a) Form of Agreement - Appendix I
 - (b) Negotiation Minutes- Appendix II
 - (c) Letter of Acceptance - Appendix III
 - (d) Form of Tender - Appendix IV
 - (e) Special Conditions of Contract - Appendix V
 - (f) General Conditions of Contract - Appendix VI
 - (g) Technical Specifications Compliance Sheet- Appendix VII
 - (h) Project Implementation and Renovation Plan VIII
 - (i) Design of the proposed cold room refurbishment project IX
 - (j) Completed Schedules of Prices - Appendix X
 - (k) Standard Power of Attorney - Appendix XI
 - (l) The Schedule of Supplementary Information - Appendix XII
 - Form of Integrity
 - Certificate of Incorporation
 - Business License
 - Taxpayer Identification Number (TIN) -100-100-827
 - Value Added Tax (VAT) – 10-000023-A
 - Tax Clearing Certificate – 401-0169-3498
 - Cargo IQ Certificate from IATA
 - Regulated Agent (RA30 Certificate
 - IITA Safety Audit for Ground Operations (ISAGO) Certificate

3. The mutual rights and obligations of the Parties shall be as set forth in the Contract, ^{we} in particular:

- a. The Lessee hereby covenants to undertake the renovation work through his contractor under the renovation period. During this period, the Lessor shall form the supervision team which shall work in collaboration with the Lessee team and report on the progress of the renovation work on monthly basis or as may be required. The Team shall make sure that the work is undertaken as per the approved standard, including; Bill of Quantities, Method Statement, Material Approval Requests/Inspection Checklist and Works Approval Requests/Inspection Checklist as per ISO 9001:2015. During the renovation, the Lessee shall also be required to establish the alternative area/facility for provision of cold storage facility services.
- b. In consideration of the payments to be made by the Lessee to the Lessor as hereinafter mentioned, the Lessee hereby covenants with the Lessor to Lease and Concession for Operation KIA Cold Storage Facility (CSF) and to remedy defects therein in conformity in all respects with the provisions of the Contract; and
- c. The Lessee hereby covenants to pay the Lessor in consideration of the Contract Price a Concession Fee of twelve percent (12%) of Total Revenue Generated per Annum paid in quarterly basis and Rent of USD 50 per square meter (sqm) per Annum paid in quarterly basis for 1000 m² for contract period of Thirteen (13) years. The rent charges shall be reviewed in every two (02) years. ^{we}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names period of Thirteen (13) years from date of signing of the contract.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE LESSOR

Name: CHRISTINE MWAKATOBE

(Authorized Representative)

Designation: DIRECTOR GENERAL

Signature: *Christine Mwakatobe*

Date: 23rd FEBRUARY 2024

THE LESSEE

Name: MRISHO YASSIN

(Authorized Representative)

Designation: CHIEF EXECUTIVE OFFICER

Signature: *M/Y*

Date: 23/02/2024

WITNESS

Name: WINFRED E. KEMBA

Designation: AG-HEAD OF LEGAL UNIT

Signature: *[Signature]*

Date: 23rd FEBRUARY 2024

WITNESS

Name: JOSHUA JONAS

Designation: CHIEF FINANCIAL OFFICER

Signature: *[Signature]*

Date: 25/02/2024

