

**DATED**

**2021**

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**FRAME WORK AGREEMENT**

**THE EMBASSY OF SWEDEN, NAIROBI**

**AND**

**CONTRACTOR**

**FOR**

**PROVISION OF MEDICAL HEALTH INSURANCE SCHEME TO  
LOCALLY EMPLOYED STAFF AT THE EMBASSY**

**§ 1 Parties**

- a) The Swedish Embassy of UN Crescent, Gigiri, P.O. Box 30600, 00100, Nairobi (hereinafter referred to as the “**Embassy**”).
- b) Service Provider, *postal address* (hereinafter referred to as the “**Contractor**”).

Whereas, the Embassy is desirous of engaging a highly skilled professional firm to provide it with medical health insurance scheme in accordance with scope of services and the terms and conditions set forth in this Frame Work Agreement(the “**Services**”); and

Whereas, the service provider is willing to provide such services in accordance such terms and conditions;

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

**§ 2 Commencement and Duration**

The Embassy appoints the Contractor to provide the services on the terms herein after set out for a period of two (2) years and commencing on (date) and expiring on (date), with the possibility of extension for two (2) additional terms of twelve (12) months each at the option of the Embassy, subject to earlier termination in accordance with clause §14.

**§ 3 Document order and definition of the Framework Agreement**

§ 3.1 The following documents constitute the entire agreement between the parties on all issues to which this agreement relates and shall supersede all previous written and oral commitments and undertakings by the parties. The documents shall be regarded as complementary, but in case of ambiguities or discrepancies, they shall, unless it is obviously contrary to the purpose of this agreement, take precedence in the order set out below:

- a) any written amendment to this Framework Agreement
- b) this Framework Agreement
- c) the invitation to tender document; and
- d) the submitted and accepted tender proposal for provision of

medical health insurance scheme to locally employed staff reference  
no.....

§ 3.2 This Framework agreement, and the documents listed in clause § 3.1 above, shall hereinafter be referred to as the “**Framework agreement**”.

#### **§ 4 Representatives of the parties**

§ 4.1 The Embassy’s representative:

For communications regarding the agreement , the following person, or his/her designated representative, shall represent the Embassy:  
*Camilla Håfström, the Head of Administration (of P.O. Box 30600 - 00100 Nairobi).*

§ 4.2 For amendments of the agreement, the following person, or his/her designated representative, shall represent the Embassy:

*Camilla Håfström, the Head of Administration (of P.O. Box 30600- 00100 Nairobi).*

§ 4.3 The Contractor’s representative:

For communications regarding the agreement, the following person, or his/her designated representative, shall represent the Contractor :  
*Name, Contractor (of postal address).*

§ 4.4 For amendments of the agreement, the following person, or his/her designated representative, shall represent the Contractor : *Name, Contractor, (of postal address).*

#### **§ 5 Scope of the Services**

§5.1 Provision of comprehensive, enhanced medical health insurance scheme for the Embassy’s local staff and their dependants, and administration of all requirements for both in-patient and out-patient cover in the most efficient way and manner in terms of customer care, communication, feedback and response time to the medical needs.

§5.2 Administration of self-funded maternity cover.

§5.3 Administration of all the medical-related documentation such as bills and claims for the Embassy staff and their dependants.

§5.4 Selection of approved insurance underwriters for specified risk covers through competitive quotations.

The insurance underwriter selected shall be licensed by the Insurance

Regulatory Authority(IRA) and shall be the most qualified in the market for placement of such risks.

§5.5 Membership administration by facilitating registration of new eligible members to the scheme and removal of members whose services have been terminated.

§5.6 Policy administration by following up with the insurers for speedy issuance of the insurance policies.

Upon receipt of each insurance policy from the insurer, the service provider shall analyze it to confirm compliance with the coverage proposed by the Embassy. The service provider shall then forward the original policy document to the Embassy.

§5.7 Handling of quotations from underwriters and risk handling.

§5.8 Review of insurance policies in place to ensure adequacy of cover and analysis of any changes in the Embassy's insurance needs and changes in the insurance market.

§5.9 Discuss and agree with the Embassy on strategies and requirements for renewal of the Embassy's insurance policies.

§5.10 Provide general advisory services on industry trends and change in legislation.

§5.11 Analysis of the Embassy's claims history and review of measures put in place to reduce the frequency and/or severity of losses.

§5.12 Advice on self –insurance and alternative risk transfer options where this is more cost effective.

§5.13 Examination of risk exposures in the Embassy operations including business continuity plans and any control methods applied to confirm adequacy and/or plan for transfer.

§5.13 Schedule and attend quarterly review and renewal meetings as well as *ad hoc* meetings upon the Embassy's request the last meeting of which shall be a pre-renewal meeting.

§5.15 Provide the Embassy with minutes of all the meetings the service provider attends with the Embassy.

## **§ 6 Undertakings of the Contractor**

§ 6.1 The service provider hereby warrants, represents and undertakes that:

§6.1.1 it shall at all times faithfully, industriously and to the best of its ability, experience and skill perform the services with the highest level of care, skill and diligence in accordance with best practice in the Contractor industry, profession or trade as set out in this

agreement to the reasonable satisfaction of the Embassy and without undue delay;

§6.1.2 it has the experience and adequate resources and personnel to efficiently perform the Services as set out in this agreement;

§6.1.3 it shall co-operate with the Embassy in all matters relating to the Services, and promptly attend to all requisitions of the Embassy and comply with all instructions of the Embassy;

§6.1.4 it shall only use licensed personnel who are suitably trained, experienced and employed under contract with the contractor to perform the Services, to ensure that the contractor obligations are fulfilled. It shall also comply with the labour laws of Kenya;

§6.1.5 it shall issue identity cards bearing photograph and identification details to all its personnel deployed to the Embassy in connection with provision of the Services, for the purpose of proper identification.

§6.1.6 It shall at its own cost take all necessary insurance covers in respect of the services and promptly report to the Embassy any incidents that may affect its ability to provide the services.

§6.1.7 it shall ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require, and which are necessary to enable it to comply with its obligations under the agreement;

§6.1.8 it has fully complied with all laws in Kenya applicable to it;

§6.1.9 it has the power to enter into this agreement, to exercise its rights and perform its obligations hereunder and has taken all necessary corporate and other action to authorize the execution, delivery and performance of this agreement and any other documents referred to herein; and

§6.1.11 all acts, conditions, authorizations and other things required to be done, fulfilled and performed by it in order to enable it to enter into, exercise its rights under and perform and comply with obligations expressed to be assumed by it in this agreement and that the obligations expressed to be assumed by it in this agreement are legal, valid, and binding have been done, fulfilled and performed and are in full force and effect.

§6.1.12 it shall render the services with due care, skill and judgment in accordance with the highest professional standards, principle and

practices to the reasonable satisfaction of the Embassy.

§6.2. The Contractor hereby confirms that there is no matter that prevents or restricts it from entering into this agreement and complying with its obligations hereunder.

#### **§ 7 Public Liability Cover**

§ 7.1 The Contractor shall take out professional indemnity insurance to cover the liabilities that may arise under or in connection with the agreement.

§ 7.2 If the Contractor, its personnel or any other person that the Contractor is liable for, violates any provision of the agreement or otherwise causes the Embassy any loss or damage, the Contractor shall indemnify the Embassy for any such loss or damage.

#### **§ 8 Sub-contractor**

§ 8.1 The Contractor shall not sub-contract the provision of the Services or any part thereof.

#### **§ 9 Invoicing and Payment**

§ 9.1 In consideration of the Contractor providing the services in accordance with the term of this agreement, the Embassy will pay the premiums to the Contractor as directed on receipt of the invoice. The Embassy undertakes to make payment to the Contractor for the Services rendered within thirty (30) days of receipt of an invoice from the Contractor.

§ 9.2 The said invoices shall be submitted to the Finance Department of the Embassy. Invoices submitted shall bear the bank account details where the due amount shall be paid to by bank transfer.

§ 9.3 Invoices in respect of extra services must be accompanied by a written and approved LPO from the Embassy approving the extra services rendered.

§ 9.4 The Embassy shall give written notice to the Contractor of any disputed charges within thirty (30) days of receipt of the Contractor's invoice.

## **§ 10 Tax Obligations**

- § 10.1 The Contractor shall be responsible for all its tax obligations, but the Embassy shall arrange to avail where applicable tax exemption documents for VAT chargeable against the services rendered.
- § 10.2 The Contractor acknowledges that it is an independent contractor, is not an employee or agent or partner of the Embassy and has no authority, express or implied, to assume or create any obligations on behalf of the Embassy.
- § 10.3 It is hereby agreed and declared that this contract shall not be construed as an agreement of an employment within the meaning of the Employment Act, 2007 and the Company shall not be vicariously liable for any acts or omissions of the Contractor during the term of this agreement.
- § 10.4 It is hereby agreed that the Embassy retains a general power of review of the services rendered by the service provider for the purpose of determining that the contracted work is executed according to the terms and conditions of this agreement and to the satisfaction of the Embassy.

## **§ 11 Extension of the Agreement**

- § 11.1 Without prejudice to clause § 14 and subject to the Contractor complying with its obligations under this agreement, the term of the agreement may be extended by the Embassy giving the service provider at least one (1) month's prior written notice of its intention to extend the agreement.
- § 11.2 If the agreement shall be extended, it shall be extended under unaltered terms and conditions.

## **§ 12 Confidential Information**

- § 12.1 The Contractor shall use all reasonable endeavours to keep confidential and to ensure that its respective officers, employees and agents keep confidential any information relating to the Embassy, which it may have or acquire through the carrying out of its obligations under this agreement.
- § 12.2 The Contractor shall inform every officer, employee or agents performing on its behalf any of its obligations under this agreement or to whom it provides confidential information that such information is confidential and shall instruct them:

- i. to keep it confidential; and
- ii. not to disclose it to any third party.

§ 12.3 The Contractor shall remain responsible for any breach of this clause by any person to whom that confidential information is disclosed.

### **§ 13 Force majeure**

§ 13.1 For the purposes of this framework agreement “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the agreement impossible or so impractical as to be considered impossible under the circumstances and includes but is not limited to, war, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action.

§ 13.2 Neither party shall be considered to be in default or breach of its obligations under this agreement to the extent that performance of such obligations is prevented by an event of Force Majeure which arises after the date of execution of this agreement.

§ 13.3 If either party considers that any event of Force Majeure has occurred which may affect performance of its obligations, it shall promptly notify the other party in writing thereof.

§ 13.4 Upon the occurrence of any event of Force Majeure, the Parties shall endeavour to continue to perform their obligations under this agreement so far as reasonably practicable. The party claiming an event of Force Majeure shall notify the other party of the steps it proposes to take including any reasonable alternative means of performance which is not prevented by the event of Force Majeure. The party claiming the event of Force Majeure shall not take any steps unless agreed to by the other party.

§ 13.5 The Parties shall make all reasonable efforts to reduce to a minimum and mitigate the effect of any delay occasioned by an event of Force Majeure.

§ 13.6 Force Majeure shall not include any event which a diligent party could reasonably have been expected to both take into account at the time of the conclusion of this agreement and avoid or overcome in the carrying out of its obligations hereunder.



## **§ 14 Termination of Framework Agreement**

§ 14.1 The agreement may be terminated by either party giving one (1) month notice in writing to the other party.

This agreement may be terminated by either party giving one month's notice by the other on account of:

- i. breach by the other party of any of the terms and conditions of this agreement;
- ii. on the service provider assigning or sub-contracting the agreement or any part thereof or
- iii. on the Contractor being declared insolvent by competent court of law.

§ 14.2 During the notice period for termination of the agreement in the situation contemplated above, the Contractor shall keep on discharging its duties as before up to the expiry of notice period.

§ 14.3 It shall be the duty of the Contractor to remove all the persons, materials, equipment's & tools and vehicles deployed to the Embassy, on termination of the agreement, on any ground whatsoever and ensure that no person or material creates any disruption/hindrance/problem of any nature for the Embassy.

§ 14.4 On termination of this agreement, the Embassy shall only be liable to pay the Contractor for services rendered and which had not been paid for prior to termination.

## **§ 15 Indemnification**

§ 15.1 The service provider undertakes that it shall at all times indemnify and hold harmless the Embassy, its officers, employees and agents (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any willful, unlawful or negligent act or omission of the service provider in connection with the service provider's performance of his obligations under this agreement.

## **§ 16 Disputes**

§ 16.1 Any dispute arising between the parties with regard to this agreement shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within (14) days of the notification of such dispute by either party to the other upon application by either party to the chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitrators. Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.

§ 16.2 Every award made under this clause shall be subject to and in accordance with the provisions of the Arbitration Act or any other or subsequent act or enactment for the time being in force in Kenya.

§ 16.3 The award or determination of the Arbitrator shall be final and binding upon the parties.

## **§ 17 Governing Law**

§ 17.1 This agreement shall be governed by and interpreted in accordance with the laws of Kenya.

## **§ 18 Amendments and Notices**

§ 18.1 Amendments to the agreement shall be in writing and signed by both Parties.

§ 18.2 Any notices to be made by either party to the other under this agreement shall be made in writing and sent to the relevant Party's physical address by personal delivery or post; or by facsimile with a confirmation copy to follow by personal delivery or post. All such written notices shall be deemed received by the other Party as follows:

§18.2.1 If personally delivered on the next working day; or

§18.2.2 If sent by registered post within seven (7) days from the date of posting.

## **§ 19 Severance**

§ 19.1 If any provision or part-provision of the agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-

provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the agreement.

**§ 20 Counterparts**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

**IN WITNESS** whereof the Parties hereto have executed these presents as their deed the day and year first above written.

.....  
Place and date

.....  
Place and date

For the Embassy

For the Contractor

.....  
Signature

.....  
Signature

.....  
Name in block letters and title

.....  
Name in block letters and title

In the presence of:

In the presence of:

Name:

Name:

Signature:

Signature:

Date:

Date: