



Commission on Administrative Justice
"Office of the Ombudsman"
Hata Mnyonge ana Haki

CONTRACT FOR PROVISION OF COMPREHENSIVE STAFF MEDICAL COVER.

Between

THE COMMISSION ON ADMINISTRATIVE JUSTICE
(The Procuring entity)

And

M/S MADISON GENERAL INSURANCE KENYA LIMITED
(The Insurance provider)

CAJ/726/0002/2025-26

CONTRACT

This agreement (hereinafter referred to as "the Contract") is entered BETWEEN, **The Commission on Administrative Justice** (hereinafter referred to as the 'Procuring entity' which expression shall where the context so admits include its successors and assignees) whose postal address is care of **Post Office Box Number 20414 – 00200 NAIROBI** and whose offices are at West End Towers 2nd Floor Waiyaki Way, Nairobi in the Republic of Kenya.

AND

M/s Madison General Insurance Kenya Limited (herein after referred to as the Insurance provider which expression includes its successors and assignees where the context so admits) Postal Address is **Post Office Box Number 46666-00100, Nairobi** and whose registered office is at Madison House, Upper Hill Close, Nairobi an in the Republic of Kenya.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

WHEREAS

The procuring Entity has requested the Insurance provider to provide Medical Insurance Cover services as defined in the General Conditions of Contract attached to this contract (here in after called the "Services");

The Insurance provider, having represented to the procuring Entity that they have the required professional skills, and personnel and technical resources have agreed to provide the services on the terms and conditions set forth in this contract at a contract price of **Twenty-Three Million, Nine Hundred and two Thousand, Three Hundred and thirty three Shillings. (Kshs. 23,902,333) all tax inclusive**

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed

as part of this Agreement, and the priority of the documents shall be as follows:

- a) The Form of Acceptance;
- b) The Insurance Provider's Tender
- c) The General Conditions of Contract;
- d) The Special Conditions of Contract;
- e) The Priced Schedule of Requirements; and
- f) The following Appendices:

Appendix:

- i. Performance Security
- ii. Letter of offer dated 27th November 2025 and acceptance dated 28th November 2025.
- iii. Policy Document
- iv. Details of the medical cover
- v. List of service providers/Network coverage
- vi. The price/premium submitted by the Insurance Provider.
- vii. List of Commissioners/employees to be covered
- viii. Scope of cover

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
- b) "Completion Date" means the date of completion of the Services by the Insurance Provider as certified by the Procuring Entity
- c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Procuring Entity" means the Procuring Entity or party who employs the Insurance Provider
- f) "Foreign Currency" means any currency other than the currency of Kenya;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of Kenya;
- i) "Local Currency" means Kenya shilling;
- j) "Party" means the Procuring Entity or the Insurance Provider, as the case may be, and "Parties" means both of them;
- k) "Personnel" means persons hired by the Insurance Provider;
- l) "Insurance Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
- n) "SCC" means the Special Conditions of Contract by which the GCC may be

amended or supplemented;

- o) "Services" means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC.**

1.5 Location

The Services shall be performed at such locations as are specified in Appendix VIII, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Insurance Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the PPRA

The Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA.

1.8 Taxes and Duties,

The Insurance Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.2 Duration and Commencement of Services

The Commencement date and duration of the insurance cover shall be **specified in the SCC.**

2.3. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, "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 Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Insurance Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.5. Termination

2.5.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through of this Sub-Clause 2.5.1:

- a) If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Insurance Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d) If the Insurance Provider, in the judgement of the Procurement Entity, has engaged in Fraud and or corruption in competing for or in executing the Contract.

2.5.2 By the Insurance Provider

The Insurance Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If the Procuring Entity fails to pay any monies due to the Insurance Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Insurance Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.5.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Procuring Entity shall make the following payments to the Insurance Provider:

- a) remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) The Insurance provider shall pay or refund to the Procuring Entity any monies paid but for which no commensurate services were provided.

3. OBLIGATIONS OF THE INSURANCE PROVIDER

3.1 General

3.1 (a) The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

(b) The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Insurance Provider and Affiliates Not to be Otherwise Interested in Services other than the insurance Services

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Insurance Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Insurance Provider nor their

Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

- c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Insurance Provider, its Subcontractors, and the Personnel of either of them shall not, neither during the term nor after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 Data Protection

3.4.1 The Parties agree that the provision of services necessitates the processing of personal data of the Procuring Entity's staff and directors.

3.4.2 The Procuring Entity understands that the Insurance Provider, as a Data Controller, is required to comply with the Data Protection Act, including fulfilling the Procuring Entity's' Staff and Directors' right to be informed. In order to enable the Insurance Provider comply with the Data Protection Act, the Procuring Entity undertakes to circulate the Insurance Providers' Privacy Statement to the members of the scheme and shall be responsible for ensuring that the member understands it adequately.

3.4.3 The Insurance Provider undertakes to only process the personal data received from the procuring entity in accordance with the Data Protection Act, its Privacy Notice and the Privacy Statement.

3.5. Reporting Obligations

- a) The Insurance Provider shall submit to the Procuring Entity their reports and documents in the numbers, and within the periods set of at least 14 days. **(In case of claims).**
- b) The Procuring Entity is required to lodge claims to the Insurance Provider within 14 days of an incident that falls within the scope of services.

- c) The Insurance Provider shall submit to the Procuring Entity its report on any lodged claims within 14 days after the receipt of the claim from the Procuring Entity.

3.5.1 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity.

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub- Clause 3.5 shall become and remain the property of the Procuring Entity, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Insurance Provider may retain a copy of such documents and software.

3.6 Correction for Over-payment

The Procuring Entity shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certificate.

3.7 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party; the amount and currency; and the purpose of the commission, gratuity or fee.

4. INSURANCE PROVIDER'S PERSONNEL

The Contract shall not obligate the Insurance Provider to provide any specific personnel for carrying out of the Services.

5.0 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services

rendered by the Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties.

6.0 OBLIGATION OF THE PROCURING ENTITY

6.1 Instruct its own staff to cooperate with the staff of the Insurance Provider;

6.2 Make payment for the premium as stipulated within this contract.

6.3 Procuring Entity shall forward to the Insurance Provider all the duly completed application forms for new members and dependents to enable the Insurance Provider prepare the requisite biometric identification cards. The Insurance Provider shall not be responsible for any person's inability to access the contract services due to lack of the medical identification card due to failure of the Procuring Entity to comply with this clause.

6.4 Procuring Entity shall forward to the Insurance Provider all the duly completed application forms for new members and dependants to enable the Tenderer prepare the requisite biometric identification cards;

7.0 COVER REQUIREMENTS

7.1 Production of Identification Cards

The insured persons shall, when seeking the provision of the contract services at the designated hospitals, submit the medical identification (Virtual) cards. The health facilities shall not be under any obligation to provide the services in the event of failure by a particular insured person to produce the aforesaid medical virtual cards at the time of seeking the services.

7.2 Scope and Limit of the Medical Cover

7.2.1 The Insurance Provider's obligation to indemnify the insured and/or insured person shall extend up to that particular insured person's medical cover limit.

7.2.2 The Insurance Provider shall not be liable for such expenses as are incurred by any insured person with respect to all such exclusions as are mentioned in the policy document.

7.2.3 The Insurance Provider shall not be liable where an insured person exceeds his or her financial cover limit as indicated under the policy document.

7.2.4 In all such cases where an insured person's medical cover limit is exceeded (situations 7.2.2 and 7.2.3 above) the Procuring Entity shall be notified, and authorization be given by its Chief Executive Officer or appointed representative before commencement of services above the allowed limit. The Procuring Entity shall not be liable for any reimbursement without proper and official authorization.

7.2.5 The Insurance Provider shall be liable to settle all such Social Health Insurance Fund related charges in all cases where the same applies within this contract.

7.3 Termination of Insured Person from Cover

An insured person's cover shall determine or be terminated: -

7.3.1 Upon occurrence of the provisions of Clause 2.5 of this Contract (titled "Termination");

7.3.2 Where a claim made is fraudulent or exaggerated and it is established that the insured person involved therein has aided, abetted and or connived in such fraud/attempted fraud; or

7.3.3 Where the insured person has made any false declaration or statement in support of such fraudulent or exaggerated claim.

7.4 Effect of Additional members and Deleted members on Premium and fees paid

Any changes to the staff establishment during the active policy period that may translate into an increase or decrease in the Premium and fees will be considered and the change in premium calculated on a pro rata basis.

8.0 Settlement of Disputes

8.1 In the event of any dispute or difference arising between the parties in relation to this agreement including the interpretation, rectification, or termination or cancellation of this agreement, the parties shall forthwith, upon a receipt of a notice in writing from the party claiming such dispute or difference, the parties shall attempt to resolve the dispute or difference through negotiations.

8.2 If the dispute or difference remains unresolved as per the clause above, the matter shall be referred to a mediator for determination. The Mediation shall be undertaken by a single mediator to be agreed upon between the parties. In the event the parties fail to agree on a mediator within seven (7) business days, either party may request the Registrar, The Nairobi Centre for International Arbitration, to appoint a mediator. The Mediation shall take place in Nairobi and shall be conducted in the English Language.

The outcome of the mediation shall be recorded in writing and shall be binding on the parties once signed by them.

8.3 Nothing in this agreement shall preclude either party from seeking any interim relief from any competent court having jurisdiction, pending the conclusion of the mediation process.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p>The Parties to the Contract are:</p> <p>The Procuring Entity is COMMISSION ON ADMINISRTATIVE JUSTICE</p> <p>The Insurance Provider is MADISON GENERAL INSURANCE KENYA LIMITED</p> <p>The contract name is PROVISION OF COMPREHENSIVE MEDICAL COVER FOR COMMISSIONERS AND STAFF.</p>
1.4	<p>For notices the Procuring Entity's address shall be:</p> <p>The Commission Secretary Commission on Administrative Justice P.O Box 20414-00200 Nairobi West End Towers 2nd Floor Waiyaki Way. Telephone: 0202270000 Electronic mail address: info@ombudsman.go.ke</p>
1.6	<p>The authorized representatives for the procuring entity Commission Secretary/CEO</p>
2.1	<p>The date on which this Contract shall come into effect is 1st January, 2026</p>
2.2	<p>The Commencement date and duration of the insurance cover shall be:</p> <p>Commencement Date 1st January, 2026</p> <p>Completion or Expiry Date 31st December ,2026</p> <p>Duration of the coverage one-year renewable for a further period of one-year subject to satisfactory performance.</p>
3.6.1	<p>The liquidated damages will be as stipulated in PPADA Act 2015</p>

6.2 – 6.3	Contract Price is Kshs. Twenty-Three Million, Nine Hundred and two Thousand, Three Hundred and thirty-three Shillings. (Kshs. 23,902,333) all tax inclusive. The price shall be made in one lump sum on contract signature
6.4	Interest on delayed payment will be as stipulated in PPADA 2015
8.4	Dispute Resolution shall be governed by the applicable Kenyan law.

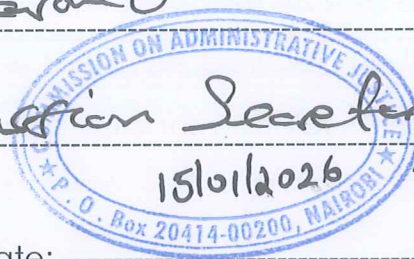
IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespective names as of the day and year first above written

FOR THE PROCURING ENTITY - THE COMMISSION ON ADMINISTRATIVE JUSTICE (CAJ)

Full name; D. M. Karano

Title; Ag. Commission Secretary/CEO

Signature; [Signature] Date: 15/01/2026



Witnessed by:

Full Name; Noxene Mumbi

Title; Director Complaints, Investigations & Legal Services

Signature; [Signature] Date: 15/01/2026



FOR THE SERVICE PROVIDER – MADISON GENERAL INSURANCE KENYA.

Full name; _____

Title; _____

Signature; [Signature] Date: 15/01/2026



Witnessed by:

Full Name; Joseph N. Osoro

Title; Group Company Secretary & Legal Manager

Signature; [Signature] Date: 15/01/2026

