

SPECIAL POWER OF ATTORNEY

THIS POWER OF ATTORNEY is given on the _____ by _____ ('the Donor') a private limited liability company limited by shares duly incorporated under the Laws of Kenya with its registered office in Kenya and of the Post Office Box Number ----- Nairobi, Kenya, together with its successors and permitted assigns.

NOW THIS DEED WITNESSES as follows:

1. APPOINTMENT

The Donor hereby appoints[Attorney] of P.O. Box ----- Nairobi, in the Republic of Kenya to be its attorney with authority on its behalf to sign, seal and execute any deeds, documents or agreements which may be required to be executed in the Republic of Kenya or elsewhere in respect of tender No.....Tender name.....

The specimen signature for the appointed Attorney is as shown below:

2. DURATION

The Donor intends that this Power of Attorney continue in force until notice of any act or event which has the effect of revoking the power is received by the Attorney.

3. CONFIDENTIALITY

The Attorney shall not disclose to any person any confidential information which she acquires in her capacity as the Attorney under this power of attorney unless such disclosure is made in good faith and in the best interest of the Donor.

4. RECOGNITION OF THIS POWER OF ATTORNEY

The Attorney may do whatever is required to procure the authentication and legal recognition of this power of attorney in any place.

5. GOVERNING LAW

This Power of Attorney shall be governed by the Laws of the Republic of Kenya.

(In client letterhead)

CLIENT RECOMMENDATION LETTER

THE KENYA POWER & LIGHTING COMPANY PLC
CENTRAL OFFICE, STIMA PLAZA,
KOLOBOT ROAD, PARKLANDS,
P.O. BOX 30099-00100,
NAIROBI,

TENDER NO. KP1/9A.2/PR-Q/001/INS/26-27: PREQUALIFICATION TENDER FOR PROVISION OF INSURANCE SERVICES (BROKERS & INSURANCE COMPANIES)

Name of Insurance Firm:

Insurance Policies Handled

Class of Insurance	Period of Cover	Premium per year (in Kshs)

Performance Evaluation:

How do you rate the performance of the services of the above Insurance firm in the following areas:-	Excellent	Good	Average	Poor
1. Claims handling				
2. Underwriting Responsiveness				
3. General Customer care				
4. Regular service meetings				
5. Training and awareness				
6. Risk Management				

Declaration

We confirm that the above Insurance Firm was engaged during the cover periods indicated with our insurance policies, and the total annual premium paid is as indicated above per year.

Name of the Authorized signatory:

Signature:

Job Title:

Email address:

Telephone Contact:

Official Stamp of the insured

PERFORMANCE UNDERTAKING & SERVICE LEVEL COMPLIANCE FRAMEWORK
(For Prequalification of Insurance Companies and Insurance Brokers)

PERFORMANCE UNDERTAKING FORM – INSURANCE COMPANIES (UNDERWRITERS)

This Undertaking is made this ___ day of _____ 20__ between:

Kenya Power and Lighting Company PLC (KPLC) – 'the Company' AND
_____ (Name of Insurance Company) – 'the Insurer'

1. Claims Settlement Commitment

1.1 Non-Litigated Claims: The Insurer shall settle all fully documented and admitted claims within ninety (90) calendar days from receipt of complete documentation.

1.2 Litigated Claims: Where judgment has been passed and the matter fully concluded, the Insurer shall settle the decretal sum within thirty (30) calendar days from judgment or formal demand, whichever is later.

1.3 Documentation Clarification: Any additional documentation required must be requested within seven (7) working days of claim submission.

2. Performance Monitoring

KPLC shall conduct half-year evaluations and annual performance evaluation based on agreed KPIs after tender award such that the KPIs are specific to a particular insurance policy.

3. Performance Improvement Plan (PIP)

Insurers who will be scoring below minimum thresholds (that will be agreed at contract signing) shall be placed under a Performance Improvement Plan (PIP) with a corrective timeline not exceeding ninety (90) days.

Where an insurance company fails to achieve the minimum Annual Performance Score after PIP, or persistently fails to pay fully documented claims beyond ninety (90) days without justified cause, KPLC shall automatically disqualify the provider from participating in subsequent insurance tenders.

4. Binding Nature

This Undertaking forms part of the tender and subsequent insurance contract and shall be legally binding upon award.

Signed: _____

Name: _____

Designation: _____

Company Stamp: _____

PERFORMANCE UNDERTAKING FORM – INSURANCE BROKERS

This Undertaking is made this ___ day of _____ 20___ between:

Kenya Power and Lighting Company PLC (KPLC) – 'the Company'

AND

_____ (Name of Insurance Broker) – 'the Broker'

1. Broker Accountability

The Broker acknowledges responsibility for professional placement of risks and due diligence in selecting underwriters.

The Broker shall be accountable for claims service performance of recommended insurers.

2. Service Level Commitment

2.1 Submit fully documented claims to underwriter within 2days working days after receipt from KPLC.

2.2 Ensure settlement of non-litigated claims within ninety (90) days.

2.3 Ensure settlement of litigated claims within thirty (30) days after judgment and claim closure.

2.4 Provide monthly ageing and escalation reports.

3. Performance Monitoring

Brokers shall undergo half year and annual performance evaluations based on claims service KPIs and other KPIs that will be agreed upon after insurance policy award.

4 Performance Improvement Plan (PIP)

Insurance brokers who will be scoring below minimum thresholds (that will be agreed at contract signing) shall be placed under a Performance Improvement Plan (PIP) with a corrective timeline not exceeding ninety (90) days.

Where an insurance broker fails to achieve the minimum Annual Performance Score after PIP, or persistently fails to ensure their proposed underwriter settles fully documented claims and no claims remains outstanding beyond ninety (90) days without justified cause, KPLC shall automatically disqualify the broker from participating in subsequent insurance tenders.

Binding Nature

This Undertaking forms part of the tender and subsequent insurance contract and shall be legally binding upon award.

Signed: _____

Name: _____

Designation: _____

Company Stamp: _____