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REQUEST FOR QUOTATIONS

FOR

PROCUREMENT REQUEST FOR THE RENEWAL OF THE DILIGENT BOARDEFFECT SUBSCRIPTION

Procurement Reference No: G/RFQ/CENO-17/2026-2027/HCCS/IT

COMPANY NAME: _____

BID AMOUNT (N$): _____ (Excl. VAT)

Closing Date: Thursday, 05 November 2026 at 10:00 AM

Procurement Management Unit
CENORED Office
30 Frans Indongo Street
P.O. Box 560, Otjiwarongo, Namibia Tel: +264
67 314 178
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Letter of Invitation

28 October 2026

Dear Prospective Bidder,

THE RENEWAL OF the DILIGENT BOARDEFFECT SUBSCRIPTION -*G/RFQ/CENO-17/2026-2027/HCCS/IT*

CENORED invites you to submit your quotation for the services described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in the document and to the CENORED Procurement Policy.

Please prepare and submit your quotation in accordance with the instructions given below. For your information, the document comprises of the following sections:

Section I: Instructions to Bidders

Section II: Quotation Letter & Appendix to Quotation Letter

Section III: Specifications

Section IV: Pricing Schedule or Bill of Quantities

Section V: Specifications Compliance Sheet (If Applicable)

Section VI: General Conditions of Contract (GCC)

Section VII: Special Conditions of Contract (SCC)

Section VIII: Quotation Checklist

Section IX: Contract Forms (template)

The contact person for technical enquiries is Mr Toivo Fellepus, tfellepus@cenored.com.na
For queries, on the bidding document (i.e. procurement related), please address them strictly in writing to Mr Brian Masiye and emailed only to: procurement@cenored.com.na.

Yours faithfully,
Mr Brian Masiye
PROCUREMENT OFFICE

SECTION I: INSTRUCTIONS TO BIDDERS

1. **CENORED reserves the right:**

(a) To split the contract as per the lowest evaluated cost per lot or per item and
(b) To accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

2. Preparation of Quotations

You are requested to quote for the services mentioned in Section III, by completing, signing (including initials on each page) and returning:

(a) The Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;

(b) The Priced Activity Schedule or Bill of Quantity (BoQ) in Section IV;

(c) The Specifications and Compliance Sheet in Section V; and

(d) Any other attachment as deemed appropriate

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your Quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction. Failure to initial each page of this document leads to disqualification.

3. Validity of Quotations

The quotation validity period shall be 90 days from the date of bid submission deadline.

4. Mandatory Documents

To be eligible to participate in this Quotation exercise, you should submit the following documents:

(a) Submit a certified valid company Registration Certificate;

(b) Submit a valid original or certified good Standing Tax Certificate;

(c) Submit a valid original or certified good Standing Social Security Certificate;

(d) Submit a valid certified copy of Affirmative Action Compliance Certificate or proof from Employment Equity Commissioner stating otherwise

5. Bid Securing Declaration

Bidders are required to submit a Bid Securing Declaration for this procurement process.

6. Service Activation Period

5 working days

Renewal and activation shall commence upon acceptance or issue of the Purchase Order.

7. Submission of Quotations

The closing date for the quotations is **Thursday, 05 November 2026 at 10:00** AM (Namibian time)

ALL SUBMISSIONS MUST BE DONE ON CENORED E-PROCUREMENT SYSTEM. ANY SUBMISSION OUT OF THE PLATFORM WILL BE DISREGARDED.

8. Opening of Quotations

Quotations will be opened internally by CENORED immediately after the closing time referred to in section 8 above. A record of the opening results stating the name of the bidders, the amount quoted, the presence or absence of a Bid Securing Declaration, will be kept by the procurement office.

9. Evaluation of Quotations

CENORED shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of adherence to specifications, evaluated cost, price validity, delivery period and subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

10. Technical Compliance

The Specifications and Compliance Sheet details the minimum specifications of the services to be carried out. The specifications have to be met, but no credit will be given for exceeding the specifications.

11. Prices and Currency of Payment

Prices for the execution of services shall be fixed in Namibian Dollars as quoted.

Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services, and shall include all duties. The whole cost of performing the services shall be included in the items stated, and the cost of any incidental items shall be deemed to be included in the prices quoted.

12. Margin of Preference

N/A

13. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the services shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

14. Notification of Award

CENORED shall after award of contract promptly inform the successful bidder of the award.

SECTION II: QUOTATION LETTER

[Complete this form with all the requested details and submit it the Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments]. If your quotation is not authorised, it will be rejected

Quotation addressed to*:*	CENORED Pty Ltd , Procurement Management Unit , 30 Frans Indongo Street , Otjiwarongo
Procurement Reference Number:	**G/RFQ/CENO-17/2026-2027/HCCS/IT**
Subject matter of Procurement:	**THE RENEWAL OF THE DILIGENT BOARDEFFECT SUBSCRIPTION**

We offer to execute the Services detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instructions to Bidders.

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Security/Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to forfeiture of the security amount / disqualification on the grounds mentioned in the Bidding Data Sheet where applicable.

The validity period of our Quotation is _____ days from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract prior to the expiry date of the quotation validity.

Services will commence immediately after date of issue of Purchase Order/ Letter of Acceptance.

Services will be delivered or completed within _____ days from date of issue of Purchase Order/ Letter of acceptance.

Quotation Authorised by:

Name of Bidder		Company's Address and stamp

Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No.:	

Appendix to Quotation Letter

BID SECURING DECLARATION

Date:

Procurement Ref No.: G/RFQ/CENO-17/2026-2027/HCCS/IT

To:

I/We* understand that in terms of section 45 of the Act a CENORED/entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

(a) A modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;

(b) Refusal by a bidder to accept a correction of an error appearing on the face of a bid;

(c) Failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should i/we* be successful bidder; or

(d) Failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder.

Signed:

Capacity of:

Name..... Duly authorized to sign the bid for and on behalf of.....

Dated on _____ day of _____

Corporate Stamp:

[Note: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.] *Delete if not applicable / appropriate

Witten undertaking in terms of section 138 of the Labour Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:……..

Registration Number...…….....

Vat Number: …….

Industry/Sector: ……

Place of Business:…….

Physical Address:……..

Tell No:…….

Email Address:……..

Postal Address:……..

Full name of Owner/Accounting Officer:……..…….....

…….....

Email Address:……..

2. PROCUREMENT DETAILS

Procurement Reference No.: G/RFQ/CENO-17/2026-2027/HCCS/IT

Procurement Description: Renewal of the Diligent BoardEffect subscription.

……..

3. UNDERTAKING

I ……..., owner/representative of

…….

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature: …….

Date: ……..….

Corporate Stamp:

Please take note:

1. *A labour inspector may conduct unannounced inspections to assess the level of compliance*
2. *This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract*

SECTION III: SERVICES SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

The specifications below detail the requirements for renewal of the Diligent BoardEffect subscription to be supplied by the bidder should they be successful.

3.3 SCOPE OF RENEWAL

To renew the Diligent BoardEffect subscription for the period **01 January 2027 to 31 December 2027**, ensuring uninterrupted access to the board management platform and its governance, collaboration, secure document distribution and meeting management functionality.

- Subscription: Diligent One BoardEffect Plus, including Minutes and Messenger.
- Licensed capacity: up to twenty (20) BoardEffect users.
- Subscription term: 01 January 2027 to 31 December 2027.
- Access: continued availability of the hosted board management platform throughout the subscription term.
- Support: subscription administration, activation assistance and access to applicable product updates and features.

3.4 SERVICE DELIVERY AND ACTIVATION REQUIREMENTS

The successful bidder shall coordinate renewal and subscription activation with CENORED's Information Technology subdivision. The renewal must be completed before expiry of the current subscription to avoid interruption. The bidder shall confirm the subscription term, licensed user allocation, enabled BoardEffect Plus features, Minutes and Messenger access, and successful access by authorised CENORED users.

1. The required services are the renewal of the Diligent BoardEffect subscription, as described in the price schedule and compliance sheet.

2. The bidder shall provide the subscription renewal confirmation, licence term, licensed-user allocation, activation assistance, applicable support arrangements and written confirmation that authorised users can access the Diligent BoardEffect platform and the included Minutes and Messenger functionality.

3. CENORED Procurement Policy will apply;

4. CENORED is not obliged to accept the lowest or any quotation. Evaluation will consider compliance with the required Diligent BoardEffect subscription, the twelve-month term, licensed capacity of up to twenty users, inclusion of Minutes and Messenger, continuity of service, total evaluated cost and support. The decision to appoint a supplier lies entirely with CENORED.

5. The supplier MUST provide at least one (1) reference confirming successful completion of a similar software subscription or licence renewal. The details may be entered in the table below.

Client	Description	Value of Goods in N$	Date
1.			
2.			
3.			

Please Note: A submission not accompanied by proof of relevant experience in the form of a completion certificate or completion confirmation letter will not be considered for award.

SECTION IV: ACTIVITY SCHEDULE

All SCHEDULES MUST BE COMPLETED.

SCHEDULE: PRICE SCHEDULE / BILLS OF QUANTITIES

The bidder is advised to include all costs related to:

I. Diligent One BoardEffect Plus subscription renewal, Minutes and Messenger, up to twenty (20) users, activation, support and administration costs.

This price schedule forms part of and must be read in conjunction with the Specifications and Bid Documents, which contain the full description of the Diligent BoardEffect subscription renewal required by CENORED.

Item No	Brief Description of Good/Services	Quantity	Unit of Measure	Unit Price	Total Price	Total Amount
1.	Renewal and activation of the Diligent One BoardEffect Plus subscription, including Minutes and Messenger and licensed access for up to twenty (20) users, for the period 01 January 2027 to 31 December 2027.	1	Annual subscription renewal			
			Subtotal			
	Enter 0% VAT rate if VAT exempt.		**VAT @ 15 %**			
			Total			

NAME:	POSITION:	SIGNATURE:	DATE:
NAME OF BIDDER:	ADDRESS:		

Key notes: NA=NOT APPLICABLE, NQ=NO QUOTE SCHEDULE: DELIVERY PERIOD

The bidder shall indicate below, the time required for the delivery of services tendered for -

Delivery Period (from date of ORDER)	_____weeks/days

Date..... Company stamp.....

Signature of Bidder.....

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

[Bidders should complete columns C and D with the specifications and performance of the Services offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specifications required. Attach detailed technical literature if required. Authorise the specifications offered in the signature block below]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	***B****	***C***	***D***
1.	**Product:** Diligent One BoardEffect Plus, including Minutes and Messenger. **User capacity:** Up to twenty (20) licensed users. **Subscription term:** 01 January 2027 to 31 December 2027. **Continuity:** Renewal completed before current subscription expiry, with uninterrupted authorised-user access. **Service:** Renewal, activation, subscription administration and support assistance within five (5) working days of the Purchase Order. **Evidence:** Written renewal confirmation stating the subscription term, licensed users, enabled modules and successful platform access.		

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Services (Ref. G/RFQ-GCC)

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(h)	The Purchaser is: CENORED
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: CENORED Offices
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties hereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: The latest Incoterms.
GCC 4.2 (b)	The edition of Incoterms shall be the latest version as published.
GCC 8.1	For notices, CENORED address shall be: Attention: Mr Brian Masiye: Procurement Officer,30 Frans Indongo Street, Otjiwarongo For the supplier: _____

GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: In the case of a dispute between CENORED and a Supplier who is a national of Namibia, the dispute shall be referred to the President of the Law Society of Namibia for the appointment of an arbitrator. The rules of the adjudication or arbitration shall be in accordance with the laws of Namibia. The seat of arbitration shall be in Windhoek, Namibia. The decision of the arbitrator shall be final and binding upon the Parties and, to the extent permitted by law, shall not be subject to appeal to any court or tribunal of any kind, provided however, that any Party may take

	any action in any court of competent jurisdiction to enforce the arbitrator's decision, including its award in respect of the costs of arbitration. Each Party shall bear its own costs, and the costs of the arbitration shall be borne equally by the Parties, unless the arbitrator decides otherwise.

GCC 13.1	Details of Shipping and other Documents to be furnished by Suppliers are: ***(a)*** **For imported Goods supplied on the basis of delivery to warehouse-Delivery Duty Paid (DDP):** Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser: (i) Two copies of the packing list identifying contents of each package; (ii) One original of the manufacturers or Supplier's Warranty certificate covering all items supplied (if applicable) (iii) One original of the Supplier's Certificate of Origin covering all items supplied; (iv) The procurement-specific documents required for delivery/payment purposes. ***(b)*** **For goods from local manufacturers:** (i) One original and two copies of the Supplier's invoice, showing Purchaser, the Procurement Reference number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped with the company stamp; (ii) Two copies of the packing list identifying contents of each package; (iii) Other procurement-specific documents required for delivery/payment purposes.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: (i) **On Acceptance:** The Contract Price of Goods or Services rendered shall be paid within thirty (30) days of receipt of the

	Services upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.
GCC 16.4 (b)	Local Suppliers shall be paid in Namibian dollars only. The prices shall not be adjustable to fluctuation in the rate of exchange.
GCC 16.5	Not applicable (NA)
GCC 18.1	A Performance Security Shall Not be required
GCC 18.3	Performance Security shall be denominated Namibian Dollars (N/A)
GCC 18.4	Discharge of the Performance Security shall take place: **As indicated in sub clause GCC 18.4**
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Not applicable (NA).
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.*(DDP)*
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms *delivery* duty paid.
GCC 26.1	The inspections and tests shall be: **In accordance with section 3 of the technical specifications**
GCC 26.2	The Inspections and tests shall be conducted at: **As per the list of works requested**
GCC 27.1	The liquidated damages shall be: N/A

GCC 27.1	The maximum amount of liquidated damages shall be-Not applicable.
GCC 28.3	The period of validity of the Warranty shall be: As per the manufacturer's warranty standards For purposes of the Warranty, the place(s) of final destination(s) shall be: **As stated above**

GCC 28.5	The period for subscription activation shall be **five (5) working days**.

SECTION VIII: QUOTATION CHECKLIST SCHEDULE

The following shall be used by the bidder and checked to confirm submission of the requested documents. Please also refer to the disclaimer below.

Description	**Attached**	**Not Attached**
Quotation letter		
Priced Activity Schedules\BoQ		
Specification and Compliance Sheet		
Bid Securing Declaration		
Mandatory Eligibility Documents (Updated on CENORED E – Procurement and must be submitted with bid):		
(a) a valid certified company Registration Certificate;		
(b) a valid certified/original good Standing Tax Certificate;		
(c) a valid certified/original good Standing Social Security Certificate;		
(d) a valid certified copy of Affirmative Action Compliance Certificate or proof from Employment Equity Commissioner stating otherwise.		

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive. Failure to submit mandatory documents shall lead to disqualification.

Section IX. Contract Forms

1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the [insert:] day of [insert:], [insert:].

BETWEEN

(1) CENORED Pty Ltd, having its principal place of business at 30 Frans Indongo Street, Otjiwarongo (hereinafter called "the Purchaser"), and

(2) *[insert name of Supplier], a company incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier").*

WHEREAS the Purchaser invited bids for the renewal of the Diligent BoardEffect subscription;

and has accepted a Bid by the Supplier for the renewal of the Diligent BoardEffect subscription in the sum of N$..... (hereinafter called "the Contract Price").

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 Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement

   (b) Special Conditions of Contract

   (c) General Conditions of Contract

   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications as specified in the BoQ)

   (e) The Supplier's completed Bid document and Price Schedules

   (f) Drawings or Data sheets (where applicable)

   (g) The Purchaser's Notification of Award/Purchase Order

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: _____

in the capacity of _____

in the presence of _____

For and on behalf of the Supplier

Signed: _____

in the capacity of _____

in the presence of _____