

PART A: TERMS OF REFERENCE (TOR)

Open Tender – Trauma-Informed Leadership and Governance Training for Renewable Energy Community Trusts

Tender Reference: INSPIRE/GIZ/2026/OT-01

1. Background

The Initiative for Social Performance in Renewable Energy (INSPIRE) is a female-led, practitioner-driven non-profit organisation based in South Africa, working at the intersection of renewable energy development, community development, and social justice. INSPIRE's mission is to ensure that renewable energy deployment delivers not only low-carbon power, but equitable and transformative socio-economic benefits for host communities.

INSPIRE operates as a trusted convener, capacity builder, and thought leader within South Africa's Renewable Energy Independent Power Producer Procurement Programme (REIPPPP) ecosystem, bringing together community trusts, independent power producers (IPPs), government, funders, and civil society.

INSPIRE is implementing a 24-month programme funded by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, titled "Strengthening Stakeholder Competence for Inclusive Participation in Renewable Energy Projects" (GIZ Agreement No. 5200000047). INSPIRE is the contracting authority and GIZ is the funding partner; GIZ is not a party to the resulting contract.

Building on INSPIRE's earlier pilots, there is evidence that unresolved trauma – rooted in historic inequality, displacement, gender-based violence, and economic marginalisation – is a major complexifying factor for REIPPPP community trusts efforts to build practices that support trust, dialogue, and effective governance. This training offering is aiming to equip community trustees and leaders, key stakeholders and decision makers within selected communities engaged in the REIPPPP eco-system to recognise and address trauma, strengthen intra-personal leadership skills, supporting resilient trust governance practices and long-term investment strategies.

This is a competitive open tender for a fixed-price, deliverables-based service contract. These Terms of Reference form Part A of the tender pack and should be read together with Part B (Full Tender Notice), Annex A (Financial Proposal Template), and Annex B (Declaration of Interest, Eligibility and Integrity).

2. Objective of the Assignment

The objective of this assignment is to appoint a qualified service provider (an individual, company, or consortium led by a single lead bidder) to design and deliver trauma-informed leadership and governance training within selected REIPPPP community trust eco-systems, applying a "Do No Harm" approach throughout.

The Service Provider will contribute to:

- Strengthening participants' understanding of trauma and trauma-informed approaches in the context of community trust leadership and governance;
- Building intra-personal leadership skills, including emotional awareness, self-care, and emotional regulation;
- Advancing the trust governance maturity of participating community trusts, including long-term, strategic investment of community benefit;
- Creating a psychologically safe, inclusive learning environment, with deliberate attention to the visibility and support of women participants; and

- Documenting outcomes, lessons learned, and recommendations for scaling the model to other community trust clusters.

2.1 Success Criteria

The assignment will be considered successful when:

- All deliverables are submitted on time and accepted by INSPIRE without material revision;
- The three-day training is delivered in full, in person, in the three (3) selected communities, in line with the accepted workplan, reaching up to 30 participants per delivery, and minimum of 50% women participants;
- Participants demonstrate improved understanding of trauma-informed leadership and trust governance, as participants indicate 50% improvement in post-training assessments (Based on GIZ MEL);
- Each delivery maintains psychological safety, with any safeguarding or psychological-safety incident recorded, managed and referred in line with the agreed “Do No Harm” protocol; and
- Documentation, MEL data and the final report are complete, evidence-based and approved by INSPIRE within the agreed timeframes.

The Service Provider is accountable to INSPIRE for the performance, coordination and quality of all team members and any approved subcontractors, and for the timely delivery of every output described in these Terms of Reference.

3. Scope of Work

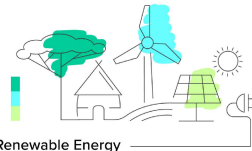
The Service Provider will be responsible for:

Training Design and Content

- Designing a three-day, in-person trauma-informed leadership and governance training intervention for community trustees and leaders, key stakeholders and decision makers within selected communities engaged in the REIPPPP eco-system;
- Developing training content covering: (i) understanding context and self – REIPPPP community shareholding, leadership and governance opportunities and challenges, needs assessment, psychological safety, introduction to trauma theory and trauma-informed approaches, the neuroscience of leadership, and the psychological and historical legacy of South Africa; (ii) intra-personal skills for leadership – emotional intelligence, personality types, self-care and personal development, and tools for emotional regulation; and (iii) the trust governance maturity journey – organisational development, the psychology of money and financial decision-making within community trusts, organisational functioning, and a trust governance maturity framework and resources; and
- Submitting a workplan that includes a training content outline, the facilitation team, and a “Do No Harm”/safeguarding protocol.

Delivery

- Delivering the three-day training three (3) times, in the selected communities, within the delivery period set out in Section 6; Each delivery is expected to reach a maximum of 30 participants and will be conducted in English with interpretation into isiXhosa/Afrikaans/SeSotho/Setswana as required.
- Applying a “Do No Harm” approach throughout, recognising that trauma-related content may evoke strong emotions; sessions with trauma content must be facilitated by qualified trauma specialists and must include grounding and debrief exercises; and
- Ensuring that facilitation is participatory, culturally sensitive, and accessible to participants from diverse backgrounds.
- Printing and supplying all participant training materials (e.g. workbooks, handouts and resource packs) for each delivery, in line with INSPIRE’s branding requirements; and



- Establishing referral pathways to appropriate psychosocial support services in or near each community before each delivery, so that participants experiencing distress can be referred for further support.

Beneficiary Selection and Logistics

- Supporting the selection and preparation of beneficiaries in collaboration with INSPIRE and the relevant community trusts, prioritising trustees and community leaders with significant community investments, willingness to participate, and potential to serve as demonstration sites; and
- Coordinating logistics for the in-community training, including venue-related inputs, in collaboration with the INSPIRE project team and other contractors and administrators assigned to the project.

Research, Monitoring, Evaluation and Learning

- Conducting a participant needs assessment ahead of each delivery, to tailor content to the context of each community trust;
- Designing and administering pre- and post-training assessment tools and participant feedback forms for each delivery;
- Collecting and reporting MEL data in line with INSPIRE's MEL data requirements for this assignment, including disaggregated attendance data; and
- Capturing examples and evidence of change to inform the training documentation reports, the final report and the scale-up recommendations.

Quality Management, Risk and Reporting

- Maintaining a Quality Management Plan and a Risk Register throughout the assignment, with the Risk Register explicitly addressing psychological-safety risks arising from trauma-related content, alongside standard delivery, logistical, and reputational risks, together with mitigation measures and contingency arrangements;
- Facilitating a post-training debrief with participants and the INSPIRE project team after each delivery and produce a short training documentation report; and
- Producing a final report documenting outcomes, lessons learned, and recommendations for scaling the training model.

Substitution of any key personnel named in the successful bid requires prior written approval from INSPIRE. Subcontracting requires INSPIRE's prior written approval, and the lead contractor remains fully liable for the whole of the contract.

3.1 Minimum Project Team Composition and Qualifications

The Service Provider must field an integrated team comprising, at minimum, the following three (3) roles. One person may not fill more than one role.

Role	Minimum qualifications and experience	Core accountability
Lead Facilitator (Team Lead)	- Postgraduate qualification in psychology, social work, organisational development, development studies, leadership or a related field; equivalent professional experience will be considered in lieu of formal qualifications. - Minimum 5 years' experience designing and delivering leadership and/or governance training for community structures, boards or trusts. - Demonstrated understanding of REIPPPP community shareholding, community trust governance and the socio-economic context of host communities. - Demonstrated experience applying trauma-informed approaches in group facilitation, including safe handling of emotionally sensitive content. - Proven ability to lead a multidisciplinary team and to facilitate in a participatory, culturally sensitive manner.	Overall training design and content; lead facilitation of all deliveries; quality assurance; team coordination; final sign-off on all outputs; single point of contact with INSPIRE.
Co-Lead Facilitator	- Qualification in psychology, counselling, social work or a related field, with training and experience in trauma-informed practice. Registration with a professional body is not required. - Minimum 5 years' experience facilitating trauma-related content with adults in community settings, including grounding and debrief techniques. - Experience in intra-personal leadership development (emotional awareness/intelligence, emotional regulation, self-care). - Ability to identify participant distress and apply referral pathways.	Co-design and co-facilitation of all deliveries; lead on psychological safety, grounding and debrief exercises; implementation of the "Do No Harm"/safeguarding protocol and referrals.



Role	Minimum qualifications and experience	Core accountability
Research, M&E Specialist	- Qualification in social sciences, research, monitoring and evaluation or a related field. - Minimum 3 years' experience in research and M&E for capacity-building or community development programmes, including needs assessments and pre/post assessment design. - Experience collecting qualitative and quantitative data in community settings, and handling sensitive personal information in line with POPIA. - Excellent writing skills, with proven ability to produce clear, evidence-based reports.	Needs assessments; MEL tools and data collection; attendance and feedback records; training documentation reports; drafting of the final report and scale-up recommendations.

Across all roles, team members must demonstrate excellent verbal and written communication skills, cultural sensitivity, and the ability to work collaboratively within a multidisciplinary team. Proficiency in either isiXhosa/ Afrikaans/ Sesotho/ Setswana is mandatory for at least one team member.

3.2 Advantageous (non-mandatory) Experience

The following experience will be considered an advantage during evaluation but is not mandatory. Bidders who do not demonstrate it will not be disqualified, provided they meet all mandatory requirements.

- Experience working directly with REIPPPP community trusts or similar community benefit structures;
- Experience designing or delivering training for women community leaders or trustees;
- Experience developing or applying governance maturity frameworks, tools or financial decision-making training for community structures; and
- Prior engagement with INSPIRE's work, including but not limited to Learning Events or Communities of Practice. Bidders with no prior engagement with INSPIRE will not be disadvantaged.

3.3 Quality Assurance and Risk Management at Proposal Stage

In its technical proposal, the bidder must briefly describe:

- Its internal approach to quality-assuring training content, session plans, materials and reports before submission to INSPIRE;
- How it will coordinate and supervise the proposed team (including any subcontractors) to ensure a coherent participant experience;
- Its approach to identifying and mitigating key risks, including psychological-safety incidents, team member unavailability and logistical disruption in remote communities; and
- Contingency arrangements if a proposed team member becomes unavailable before or during a delivery.

4. Deliverables

#	Deliverable	Acceptance Criteria	Timeline
1	Inception meeting (Responsible: Lead Facilitator, with full team)	Meeting held with INSPIRE to confirm scope, approach, timeline, and communication protocols; INSPIRE confirms completion in writing.	5 days post contract signing



2	Workplan, including training content outline, facilitation team, and “Do No Harm”/safeguarding protocol, Quality Management Plan and Risk Register, including an MEL plan with needs-assessment and pre/post assessment tools (Responsible: Lead Facilitator; Research, M&E Specialist for MEL plan)	Workplan covers all elements in Section 3; Risk Register explicitly addresses psychological-safety risks and referral pathways for participant distress; accepted in writing by INSPIRE.	2 weeks post inception meeting
3	Support to beneficiary selection and preparation, in collaboration with INSPIRE and the relevant community trust(s) (Responsible: Lead Facilitator and Co-Lead Facilitator)	Selection and preparation completed in line with INSPIRE’s criteria, with attention to women trustees and community leaders; INSPIRE confirms in writing.	4 weeks after acceptance of the workplan
4	Production of training and event materials, including printed participant materials for each delivery (Responsible: Lead Facilitator and Co-Lead Facilitator)	Materials are complete, accurate, accessible, formatted to INSPIRE’s standard, and accepted in writing by INSPIRE before use.	2 weeks prior to respective training delivery
5	Delivery of the three times three-day trauma-informed leadership and governance training intervention in the selected communities (Responsible: Lead Facilitator and Co-Lead Facilitator; Research, M&E Specialist for data collection)	All sessions delivered in full, in person, by qualified facilitators, with grounding and debrief exercises for trauma content; attendance records and participant feedback submitted; INSPIRE Contract Manager confirms completion of each delivery in writing.	3–8 months
6	Post-training debrief with participants and the INSPIRE project team and produce a short training documentation report (Responsible: Research, M&E Specialist, reviewed by Lead Facilitator)	Debrief held after each delivery; short report, key observations and any safeguarding or psychological-safety incidents recorded and shared with INSPIRE. Report includes pre/post assessment results and MEL and disaggregated attendance data.	Within 2 weeks of each delivery
7	Final report, incorporating outcomes, lessons learned, and recommendations for scale-up (Responsible: Lead Facilitator, consolidating team inputs)	Report is complete, evidence-based, free of factual errors, formatted to INSPIRE’s standard, and accepted in writing by INSPIRE.	4 weeks after final delivery

Payment is triggered on INSPIRE’s written acceptance of each deliverable against the acceptance criteria above. Deliverable timelines are indicative and will be confirmed in the accepted workplan.

All reports and documentation must be submitted in both editable (Word/Excel) and PDF formats.

5. Level of Effort and Fees

This is a fixed-price contract. Bidders must propose the level of effort (consultant days by role and deliverable) and daily rates required to deliver the scope in Section 3, using the Annex A Financial Proposal Template, itemised by deliverable or activity. All prices must be quoted in ZAR and must clearly state whether VAT is included or excluded. Bidders price professional fees only (excluding VAT; VAT at 15% is added to professional fees only, and only if the bidder is VAT-registered). Travel, accommodation and subsistence, venue hire and catering, participant transport and printing of participant materials are fixed costs preset by INSPIRE at R434,328.00 including VAT (Annex A, Table B). They are final, are not priced by bidders, carry no additional VAT and do not form part of the evaluation of the financial proposal.

Item	Detail
Pricing basis	Fixed price, quoted in ZAR, itemised by deliverable or activity with daily rates and level of effort shown (Annex A). Professional fees are quoted excluding VAT; fixed costs are preset (see Cost inclusions).
Cost inclusions	Professional fees: all fees of the Service Provider and its personnel, quoted excluding VAT. Fixed costs: travel, accommodation and subsistence, venue hire and catering, participant transport and printing of participant materials are fixed costs preset by INSPIRE at R434,328.00 including VAT (Annex A, Table B). They are final, are not priced by bidders, carry no additional VAT and do not form part of the evaluation of the financial proposal. Bidders must not add any other cost.
Total days	As proposed by the bidder, phased by preparation, delivery (3 x 3 days), and reporting. Indicative level of effort, for planning purposes only: Lead Facilitator 18 days; Co-Lead Facilitator 18 days; Research, M&E Specialist 20 days (56 days in total). Bidders may propose a different allocation, with justification, within a fixed price.

Fixed costs preset by INSPIRE

The fixed costs below are disclosed in full for transparency. They are preset by INSPIRE, are identical for all bidders, include VAT, are not priced by bidders and do not form part of the evaluation of the financial proposal. They are reproduced at Annex A, Table B.

Fixed cost category	Amount (ZAR, including VAT)
Travel — flights and ground transport	R90 600.00
Accommodation and subsistence	R127 728.00
Venue hire and catering	R117 000.00
Participant transport	R54 000.00
Printing of participant materials (workbooks and handouts)	R45 000.00
Total fixed costs (including VAT)	R434 328.00

The Service Provider is responsible for arranging and managing the activities these costs fund, within the amounts shown. Amounts are final and will not be increased unless INSPIRE approves a change of scope in writing in advance.

The agreed fixed price will not be increased for additional effort unless INSPIRE has approved a change to scope in writing in advance.

6. Duration and Timeline

The contract duration is 12 months from signature, with an anticipated start of 7 December 2026. The delivery period is December 2026 to August 2027, with deliverables scheduled as set out in Section 4 and confirmed in the accepted workplan.

7. Location of Assignment

Training will be delivered in person in the selected community trust eco-system(s). Preparation, coordination, and reporting may be conducted remotely. The final delivery locations will be confirmed by INSPIRE in consultation with the successful bidder and relevant community trusts.

The three deliveries are planned to be within the Provinces that host REIPPPP projects

In line with GIZ procurement requirements, the Service Provider is solely responsible for arranging and managing its own travel bookings (flights and ground transport), accommodation and travel insurance, and for appropriate event and public liability cover where applicable. INSPIRE will not arrange or reimburse travel and subsistence outside the agreed fixed price.

8. Reporting

INSPIRE's Managing Director shall act as the designated Contract Manager for this assignment, with day-to-day support from the INSPIRE project team.

Only the designated Contract Manager (or another INSPIRE representative formally nominated in writing) may approve changes to the agreed scope, deliverables, timelines, key personnel or other contractual arrangements; verbal instructions from other individuals do not constitute approval. The Lead Facilitator will act as the single point of contact for INSPIRE and will attend monthly progress meetings with the Contract Manager, or as otherwise agreed.

Name:	Holle Linnea Wlokas
Position:	Managing Director
Organisation:	INSPIRE

9. Payment Terms

Payment will be made based on:

- Milestone-based payments against INSPIRE's written acceptance of each deliverable set out in Section 4; or
- An alternative milestone structure proposed in the bid and agreed in writing with INSPIRE prior to contract signature.

INSPIRE is the sole acceptance authority for all deliverables. No deliverable will be deemed complete, and no associated payment milestone released, until INSPIRE has formally reviewed and approved it in writing. INSPIRE will review each submission within 10 days of receipt; where revisions are required, the Service Provider must resubmit within 5 days, and INSPIRE will complete its review of the resubmission within the same period. Submission of a deliverable does not constitute acceptance, and payment will not be processed against an invoice submitted prior to written approval.

Payment is subject to: written acceptance of the deliverable(s) against the criteria in Section 4; submission of a valid tax invoice reflecting the agreed fee, VAT status, and banking details of the Service Provider; and compliance with the terms



of the contract. Payment is made within thirty (30) days of INSPIRE's written approval of the relevant deliverable and receipt of a valid invoice. No advance payment will be made unless expressly agreed in writing.

10. Conflict of Interest

Each bidder shall complete and submit the signed Declaration of Interest, Eligibility and Integrity (Annex B) with its bid, disclosing any actual, potential, or perceived conflict of interest, including any relationship with an INSPIRE Board member, employee, or contractor, or with the funder. The successful bidder must update its declaration prior to contract signature and promptly disclose any conflict arising during the assignment.

Any INSPIRE staff member or evaluation panel member involved in evaluating bids or monitoring this assignment will complete a separate Conflict of Interest and Confidentiality declaration prior to receiving any bid documents.

All declarations, together with the evaluation records, are retained on file as part of the procurement documentation.

11. Confidentiality, Data Protection and Intellectual Property

This section aligns with the confidentiality and IP clauses used consistently across INSPIRE's GIZ-funded contracts.

- The Service Provider shall treat all information obtained during the course of this assignment as confidential and shall not disclose it to any third party without INSPIRE's prior written consent.
- Any personal information collected through training activities or participant disclosures, including information of a sensitive or trauma-related nature, must be handled in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA), the "Do No Harm" protocol, and INSPIRE's instructions, and shall be used only for the purposes of this assignment.
- INSPIRE will own all reports, training materials, curricula, the trust governance maturity framework and other resources produced under this contract and will pass on to the funder any rights the funding arrangement requires.
- The Service Provider may retain and use pre-existing methodologies, frameworks, tools, and know-how, provided these are identified in the bid and no third-party rights are infringed; INSPIRE receives a licence to use them as part of the deliverables.
- The Service Provider must retain records relating to the contract, including financial records, for ten (10) years post project closure and permit INSPIRE, the funder, and their authorised representatives to access and audit such records on request.
- These obligations survive the completion or termination of this assignment.

12. Compliance Basis for Open Tender

This appointment is made through an open (public competitive) tender in accordance with INSPIRE's Procurement Policy and GIZ procurement requirements for contracts funded under the GIZ agreement, including the minimum advertising period of 21 calendar days recommended in INSPIRE's Open Tender Guide.

- Competitive basis: bids are screened against the mandatory eligibility requirements in Part B (Section B.7), evaluated against the published criteria and weightings in Section B.8 (technical 80%, financial 20%, minimum technical threshold of 70%), and awarded on the basis of the most advantageous compliant bid. No other criteria are applied.
- Procurement documentation, including the advert, bids received, evaluation records, conflict of interest declarations, and the award decision, is retained for ten (10) years post project closure.

INSPIRE reserves the right to accept or reject any bid in whole or in part, to cancel or reissue the tender, and not to make an award.

13. Compliance Requirements

The successful bidder must comply with:

- INSPIRE's Procurement Policy;
- GIZ procurement and contractual requirements, including GIZ's General Terms and Conditions of Contract as applicable to this assignment; and
- Anti-corruption and ethical standards, including INSPIRE's "Do No Harm" and safeguarding expectations for engagements involving emotionally sensitive content and vulnerable participants.

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