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Pacific  
Community  
Communauté  
du Pacifique

## REQUEST FOR PROPOSAL

RFP No. : RFP21-014  
DATE : 16/06/2021

**CALL FOR PROPOSAL – Call for ‘Scaling up adaptation pilots in Timor-Leste’ proposals.**

### SUBJECT:

The Pacific Community (SPC) through the Intra-ACP GCCA+ Pacific Adaptation to Climate Change and Resilience Building (PACRES), would like to invite interested enterprises, businesses, associations and NGOs to submit a proposal for the third Key Result Area of PACRES: Pilot adaptation projects including ecosystem-based solutions, implemented and tested in ACP regions, and in particular Pacific ACP countries, serving as references for further replication in the Pacific.

To enable you to submit an application, please find enclosed:

- Annex I: Instructions to Applicants
- Annex II: Terms of reference
- Annex III: Concept Note (Application form)
- Annex IV: SER Screening Questionnaire
- Annex V: Applicant Declaration
- Annex VI: Document checklist
- Annex VII: SPC General Conditions of Grant Agreement

**This letter is not to be construed in any way as an offer to contract with your firm/institution.**

Yours Sincerely

Akhilesh Prasad  
**Manager - Procurement, Grants, Risk, Assets**

**Instruction to Applicants**  
**CALL FOR 'Scaling up adaptation pilots in Timor-Leste' PROPOSALS**  
(RFP: 21-014)

## 1. General Conditions

- 1.1 This document provides useful information on how to apply for the component three of the Action 'GCCA+ Pacific Adaptation to Climate Change and Resilience building (PACRES)': 'Pilot adaptation projects including ecosystem-based solutions, implemented and tested in ACP regions, and in particular Pacific ACP countries, serving as references for further replication in the Pacific, have been scaled-up'. This component is being implemented by SPC. Applicants are strongly recommended to read this document in full before completing and submitting a Grant proposal.
- 1.2 Submission of an application is the necessary first step for applicants to be evaluated for possible final approval by the SPC-PACRES panel.
- 1.3 The applicant shall bear all costs associated with the preparation and submission of their Application, and SPC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

## 2. Solicitation Documents

- 2.1 The applicant is expected to examine all corresponding instructions, forms, checklist, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents' requirements will be at the applicant's risk and may affect the evaluation.
- 2.2 An applicant requiring any clarification of the Solicitation Documents may contact SPC via the email address [procurement@spc.int](mailto:procurement@spc.int) up to 10 days prior to the Deadline for the Submission of the application. At its own discretion, SPC will decide whether to post copies of the response (including an explanation of the query but without identifying the source of inquiry) on the SPC website.
- 2.3 No later than one week prior to the Deadline for Submission of applications, SPC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Invitee, may amend the Solicitation Documents. In such a case, SPC may, at its discretion, extend the Deadline for the Submission of applications.

## 3. Preparation of Applications

- 3.1 The Application must comprise the following documents:
- (a) Completed Concept Note (Application form)
  - (b) Completed Screening Questionnaire
  - (c) Applicant Declaration

- (d) Company registration certificate
- (e) Enterprise Tax registration
- (f) 2019 and 2020 financial accounts
- (g) Document Checklist

#### **4. Submission of Application**

- 4.1 The applicant shall prepare one copy of the Concept Note. The Concept Note shall be signed by the applicant, or a person duly authorized to bind the applicant to the terms of the Concept Note.
- 4.2 Any application submitted must be in English or Tetum, and all correspondence must be in English. If a document is submitted in another language, a written translation (into English or Tetum) must be provided. In that event, the translated version of the document will be used for application evaluation purposes. All applications submitted must be in Word or PDF formats. Please note the maximum capacity for SPC email boxes is 10Mb.
- 4.3 The applicant shall submit their Application (Concept Note, and accompanying documents), in the following format:

By email to [procurement@spc.int](mailto:procurement@spc.int), clearly stated **'RFP21-014 PACRES Project - CALL FOR PROPOSAL – 'Scaling up adaptation pilots in Timor-Leste'** in the subject line of the email.

- 4.4 All Application submissions must reach SPC office before **Wednesday 16<sup>th</sup> August 2021, 5.00 pm (Noumea time)**.
- 4.5 Any Application received by SPC after the Deadline for submission will be rejected.
- 4.6 The applicant may withdraw its application after submission, provided that written notice of the withdrawal is received by SPC prior to the deadline for submission. No application may be modified after passing of the Deadline for submission.

#### **5. Evaluation of Applications**

- 5.1 To assist in the examination, evaluation and comparison of applications, SPC may at its discretion ask the applicant for clarification of its application. The request for clarification and the response shall be in writing and no change in substance of the application shall be sought, offered or permitted.
- 5.2 The SPC Procurement Committee will examine the application to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposal is generally in order.
- 5.3 Any application determined to be not substantially responsive or failing to provide requested information will be rejected by SPC and cannot subsequently be made responsive or corrected by the applicant.

- 5.4 The submission of an application does not entail any commitment on the part of SPC, either financial or otherwise. SPC reserves the right to accept or reject any or all applications during its evaluation process without incurring any obligation to inform the affected applicant/s of the grounds.
- 5.5 SPC may seek clarification from any or all of the applicants in relation to their application. SPC may use such information in interpreting and evaluating the application. Failure to supply clarification to the satisfaction of SPC may render the application liable to disqualification. SPC is under no obligation to seek clarification of anything in an application and SPC reserves the right to disregard any clarification that SPC considers to be unsolicited or otherwise impermissible in accordance with the rules set out in (4)-Submission of Application.
- 5.6 After evaluation of all applications, SPC may, without limiting other options available to it, decide not to proceed further with the RFP process; or commence a new process for requesting for Applications on a similar or different basis to that outlined in this call.
- 5.7 For additional information, clarification or any communication relating to this RFP, applicants may write to [procurement@spc.int](mailto:procurement@spc.int) to request clarification before **Thursday 2<sup>nd</sup> August, 5:00 pm (Noumea Time)**.

**CALL FOR ‘Scaling up adaptation pilots in TimorLeste’ PROPOSALS**  
**RFP21-014**  
**Terms of Reference**

Terms of Reference Key points:

- The proposed projects must take place in Timor-Leste. Section 4.2.8
- The proposed projects must scale up previous adaptation activities in one or more of the following sector: **adaptive water management by stakeholders and communities, including diverse use management, water security for household’s consumption, including increasing water sanitation and water quantity, water security for agricultural purposes, including best practices and technical material for water use.** Section 3.2
- The funding requested must not exceed **€ 42,500 – forty two thousand and fifty hundred euros.** Section 4.2.3
- **Applicants can request support** to file their proposition to the University of South Pacific. Section 7

## 1. Background

The EU-funded Itra-ACP GCCA+ Pacific Adaptation to Climate Change and Resilience Building (PACRES) aims to ensure better regional and national adaptation and mitigation responses to climate change challenges faced by the 15 Pacific ACP countries. Implemented jointly by the Secretariat of the Pacific Environment Programme (SPREP), the Pacific Islands Forum Secretariat (PIFS), the Pacific Community (SPC) and the University of the South Pacific (USP), PACRES will, for this particular component, scale-up adaptation pilots in the five Pacific ACP countries – Samoa, Vanuatu, Solomon Islands, Papua New Guinea, and TimorLeste – not receiving support under the GCCA+ Scaling Up Pacific Adaptation (SUPA).

It should be noted that, under other components, PACRES will also support the review or development of National Adaptation Plans, Joint National Action Plans, Nationally Determined Contributions, or Low Emissions Development Strategies, strengthening and streamlining of monitoring and reporting frameworks, mainstreaming climate change and disaster resilience, and piloting the resilience sector as a community of practice in other Pacific ACP countries. In addition, the project will support the Pacific Resilience Partnership, provide additional training for Pacific UNFCCC negotiators, increase access to and reach of climate change and disaster information, scale-up Pacific professional resilience capacity, strengthen USP’s academic curricula in resilience, climate change and disaster risk

management with additional scholarships and on-line courses, and strengthen engagement with the private sector in building climate change and disaster resilience.

## **2. Specific Objective of PACRES**

This call for proposals relates to the following PACRES specific objective: “Pilot adaptation projects including ecosystem-based solutions, implemented and tested in ACP regions and in particular Pacific ACP countries, serving as references for further replication in the Pacific, have been scaled-up”.

## **3. Expected Results**

### **3.1 Types of activities**

Activities must:

- Be consistent with the specific objective of PACRES;
- Achieve tangible results and impacts in the field, expressed through clear indicators;
- Include collaboration with the local communities;
- Be cost-efficient and sustainable;
- Conclude by 31<sup>st</sup> of July 2022;
- Include reporting on achievements;
- Have long term impact;
- Be reproducible, and/or serves as a demonstration.

### **3.2 Sectors and / or themes covered by eligible activities (with indicative examples of eligible activities)**

**Scaling up** ecosystem-based adaptation actions in the said location (ref. 4.2.8), **in the following sectors:**

- adaptive water management by stakeholders and communities, including diverse use management.
- water security for household’s consumption, including increasing water sanitation and water quantity.
- water security for agricultural purposes, including best practices and technical material for water use.

The following types of action are not eligible:

- The purchase of land or involuntary resettlement of people;
- Activities on indigenous people’s lands or territories without having obtained their free, prior and informed consent;
- Activities on land contested by local communities or indigenous people;
- Activities that negatively affect physical cultural resources and their access and use, including those important to local communities;

- The removal or altering of any physical cultural property (includes sites having archeological, paleontological, historical, religious, or unique natural values);
- Activities significantly affecting vulnerable groups within local communities, indigenous peoples or where these communities, vulnerable groups, indigenous people have not provided their broad support to the project activities;
- Activities that include the procurement, handling, storage and use of unlawful pesticides;
- Activities that negatively impact ecosystems and protected species.

In addition, applicants shall not propose financial support to third parties through sub-grants.

#### 4. Eligibility

There are three sets of eligibility criteria, relating to:

- 1) Actors:
  - the lead applicant, i.e. the entity submitting the application form;
  - if any, its co-applicant(s) (*the lead applicant and its co-applicants are jointly referred to as "applicants"*).
- 2) Actions for which a grant may be awarded (see section 3.2 below).
- 3) Costs:
  - the types of costs that may be taken into account in setting the amount of the grant. (See section 3.3. below).

#### 4.1 Eligibility of the applicants

##### 4.1.1 Lead Applicant

The lead applicant may act individually or with co-applicants.

In order to be eligible for an SPC PACRES Grant, the lead applicant must:

- **be a registered legal entity** (e.g. a registered/incorporated company or organisation);
- **be directly responsible** for the preparation and management of the grant project and not acting as an intermediary;
- not be a beneficiary of a grant funded by the European Union (including EDF funds) for the same activities.

The different status of eligibility for SPC PACRES Grants are summarized as follows: government agencies, non-governmental organisations, private non-profit agencies, individual persons (registered as a legal entity) or private companies as

long as the funding provided by SPC-PACRES does not constitute either an increase in capital or a source of profit (even indirect).

If awarded the grant, the lead applicant will become the beneficiary identified as the coordinator in the grant contract. The coordinator is the main interlocutor of the SPC PACRES team. It represents and acts on behalf of any other co-beneficiary (if any) and coordinates the design and implementation of the action. The coordinator bears full responsibility for the technical and financial implementation of the project.

#### **4.1.2 Exclusion criteria**

Applicants may not participate in calls for proposals or be awarded grants if they are in any of the situations listed in the Procedures and practical guide, PRAG 2018 ([Practical Guide- Section 2.6.10.1.1](#)). This practical guide on contract procedures for European Union external action (PRAG) provides contracting authorities, and tenderers, candidates, applicants and contractors, with practical assistance in preparing and implementing procurement and grant contracts in the field of external action.

To that effect, applicants must sign a dedicated declaration (see annex V).

#### **4.1.3 Co-applicant(s):**

Co-applicants participate in designing and implementing the action, and the costs they incur are eligible in the same way as those incurred by the lead applicant. Co-applicants must satisfy the eligibility criteria as applicable to the lead applicant. Co-applicants must sign the mandate included as Annex 2 to these guidelines. If awarded the grant contract, the co-applicant(s) (if any) will become beneficiary(ies) in the project (together with the lead applicant as coordinator).

### **4.2 Eligible actions**

#### **4.2.1 Definition**

An action is composed of a set of activities.

#### **4.2.2 Financial allocation**

The overall indicative amount made available for the SPC PACRES Timor Leste Grant call for proposals is ninety-five thousand euros – € 85,000 EUR.

#### **4.2.3 Size of grants**

Any grant requested under this call for proposals must be no more than seventeen thousand euros – € 42,500.



**4.2.4 Percentage of costs eligible:**

SPC PACRES will provide up to a maximum of 95 % of the total eligible costs of the project. The applicants are required to provide a minimum of 5% co-financing.

Technical and financial reporting will be required for all project costs, including those covered by co-financing. All costs are subject to expenditure verification independently of the source of funding.

SPC PACRES grants must be based on the actual costs incurred by the beneficiaries.

**4.2.5 Procurement policy**

Grant beneficiaries must follow SPC procurement policy.

A copy of the policy and rules will be given along with the grant contract.

**4.2.6 Duration**

SPC PACRES Grants can have a maximum duration of 18 months and must comply with the start and end dates stated below.

**4.2.7 Start and End Dates:**

Start Date: The project start date must be on or later than the 1st of March 2021.

End date: The latest possible end date is 31 July 2022. Projects must end on or before this date.

All project activities and deliverables must be completed by the project end date.

**4.2.8 Location:**

Actions must take place in one or more of the following villages:

- Ermera Municipality, Letefoho Administrative Post, Haupu village;
- Baucau Municipality, Bagaia Administrative Post, Larisula village;

**4.2.9 Official documents:**

An award letter, together with the activity sheet and budget, will be given to each lead applicant representing the grantee.

This letter will have to be signed by the representatives of both SPC and the lead applicant representing the grantee before the activities begin.

**4.3 Eligibility of costs**

**4.3.1 Eligible costs:**

Only eligible costs will be funded by SPC PACRES. The eligible costs must be:

- incurred in the course of the action, with the exception of costs relating to final reports and audit certificates;
- indicated in the estimated overall budget of the action;
- necessary for the implementation of the action;
- identifiable and verifiable, in particular being recorded in the accounting records of the grantee;
- compliant with the requirements of any applicable tax legislation; and
- reasonable and justified, and that comply with the requirements of sound financial management, in particular regarding efficiency.

Beneficiaries must take care to avoid any unnecessary or excessively high expenditure.

**4.3.2 Ineligible costs:**

The following costs are not eligible:

- debts and debt service charges (interest);
- provisions for losses or potential future liabilities;
- costs declared by the beneficiary(ies) and financed by another action or work programme;
- purchases of land or buildings;
- currency exchange losses;
- credit to third parties;
- Salary costs of the personnel of national administrations unless they relate to the cost of activities that the relevant public authority would not carry out if the action was not undertaken, as attested by the TORs of the specified personnel;
- costs leading to personal or private profit;
- any purchases of goods and services for which supporting documents are missing.

Any costs that are not eligible (i.e. ineligible costs) can be claimed back from the grantee by SPC. Indirect taxes, such as VAT or GST, are generally considered ineligible costs, unless the grantee or sub-delegate can fully demonstrate they are unable to recover the tax.

**5. Expenditure Verification**

SPC PACRES will retain 5% of the last payment until all acquittals and reports have been submitted.

The SPC PACRES Grants beneficiaries must be able to provide full documentary evidence to support the expenditure of the project activities implementation. If records are not in place to demonstrate this, a project may be required to repay money which has already been claimed.

## 6. Reporting requirements

A two to three-page report shall be submitted quarterly to the SPC coordinator by the lead applicant representing the grantee, providing an overview of progress made.

In addition, a full narrative and financial report, highlighting at least 70% use of the funds, shall be submitted to request the next tranche of funding. A model report that must be used will be included in the appendices of the grant agreement. All receipts for expenditures made as part of the project shall be submitted. Scans of receipts and supporting documents are accepted to request funding to avoid discontinuity in funds but the original copies must be sent to the SPC PACRES coordinator within a month following the request at this address:

Melanie Farman  
 PACRES Coordinator  
 Pacific Community  
 BP D5  
 98848 Noumea Cedex  
 New Caledonia

A final report must also be submitted by the end of the grant period.

For information, receipts of expenditure include (but are not limited to) the following:

- supplier invoices or receipts
- purchase orders or purchase requisitions
- delivery receipts
- supplier statements of account
- contracts/agreements
- shipping documents
- per diem and acquitted advance forms
- air travel tickets and boarding passes
- procurement tender evaluation dossiers and minutes
- staff contracts
- bank statements
- receipt books.

## 7. Grant application support

Within the framework of PACRES, The University of the South Pacific (USP), is available to provide support to applicants to file grant application for this call. Any

applicant requiring assistance must contact Prerna Chand, USP PACRES team leader, via email: [prerna.chand@usp.ac.fj](mailto:prerna.chand@usp.ac.fj)

## 8. Assessment Criteria

Funding is awarded to the top ranking proposal according to the total score. In case of equal scores, the proposal with higher co-benefits beyond adaptation, (e.g. fostering regional cooperation), will be awarded the grant.

Short listed applicants will need to undergo an operational capacity assessment.

## 9. Assessment Criteria

Funding is awarded to the top ranking proposal according to the total score. In case of equal scores, the proposal with higher co-benefits beyond adaptation, (e.g. fostering regional cooperation), will be awarded the grant.

Applicants will be selected based on the following evaluation:

1. Technical coherence	50
2. Financial coherence	30
3. Sustainability of the activities and replication potential	15
4. Complementarity, synergy of the project with other initiatives	5
Total	100 points

Criteria	Maximum score	Awarded score	Assessor Comments
<p><b>1. Technical coherence</b></p> <ul style="list-style-type: none"> <li>• The proposal should demonstrate an understanding of the rationale of PACRES objectives and the specific objective of SPC PACRES third component</li> <li>•The proposal’s activities must be very clear, coherent, detailed, realistic and feasible in regards to activities, timetable and expected results (with SMART – specific, measurable, achievable, relevant, time bound – indicators).</li> <li>•The activities should have field application and be monitored.</li> <li>•The proposal should clearly state how the project support rights-based approach and how the approach and activities are gender responsive.</li> </ul>			
<p>1.1 Do the project activities address in a clear and articulated manner the PACRES objective and outcome?</p> <p>(Yes perfectly – yes – fairly – slightly – not at all) Please explain.</p>	<b>15</b>		
<p>1.2 Is the proposed approach coherent, realistic and include monitoring? Is the approach using best practices and/or innovation including local knowledge and materials?</p> <p>(Yes perfectly – yes – fairly – slightly – not at all) Please explain.</p>	<b>10</b>		
<p>1.3 Is the proposed activities build upon past projects and Ridge-to-Reef approach?</p> <p>(Yes perfectly – yes – fairly – slightly – not at all) Please explain.</p>	<b>15</b>		
<p>1.4 Do the organisation and proposed project support rights-based approach? Are the organisation and the project approach gender- responsive?</p> <p>(Yes perfectly – yes – fairly – slightly – not at all) Please explain.</p>	<b>10</b>		

<b>2. Financial coherence</b>			
The proposal should demonstrate a financial coherence and sufficient quality of the proposed budget. It needs to be consistent with the technical proposal and to prove its cost-efficiency and value for money			
2.1 Is the budget adequate and cost-efficient: is the ratio between the estimated costs and the expected results satisfactory?  (Yes perfectly – yes – average – slightly – not at all) Please explain.	<b>15</b>		
2.2 Are all activities appropriately reflected in the budget?  (Yes perfectly – yes – average – slightly – not at all) Please explain.	<b>15</b>		
<b>3. Sustainability of the activities and replication potential</b>			
The proposal should include a clear sustainability plan beyond the end of the project and have a good replication potential.			
3.1 Does the project include a sustainability plan with details on the foreseen means to be deployed for sustaining in the long term the project outcomes? (Covering financial, institutional, environmental aspects).  (Yes very strongly – strongly – average – weakly – not at all) Please explain.	<b>5</b>		
3.2 Does the project have a good replication potential?  (Yes very strongly – strongly – average – weakly – not at all) Please explain.	<b>5</b>		
3.3 Does the project demonstrate how knowledge acquired will be shared with the authorities as well as to a wider audience?  (Yes very strongly – strongly – average – weakly – not at all) Please explain.	<b>5</b>		

<b>4. Complementarity, synergy of the project with other</b>			
4.1 Is the project supporting complementarity with existing EU funded projects and other initiatives?  (Yes very strongly – strongly – average – weakly – not at all) Please explain.	<b>5</b>		
<b>TOTAL</b>	<b>100</b>		

<b>Annex III</b>
<b>CALL FOR 'Scaling up adaptation pilots in Timor Leste' PROPOSALS</b>
<b>RFP21-014</b>
<b>Application</b>

CONCEPT NOTE – GRANT APPLICATION			
Organisational Details			
Legal Name of Applicant Organisation:			
Office Phone:		Mobile Phone:	
Fax:		Email:	
Physical Address (registered):			
<p>Please indicate which of the following categories the applicant falls under:</p> <p><input type="checkbox"/> a) Governmental entity</p> <p><input type="checkbox"/> b) Legally registered Non-Governmental Organisation entity</p> <p><input type="checkbox"/> c) Education organisations or affiliate</p> <p><input type="checkbox"/> d) For-profit organisation, association or small business</p> <p><input type="checkbox"/> e) Others – please specify</p>			
Authorised Person Contact Details <i>The authorised person is the person who is authorised by the applicant organisation to sign a Grant contract.</i>			
First Name:		Last Name:	
Job Title:			
Organisation:			
Phone:		Mobile Phone:	
Fax:		Email:	
Address:			



<p><b>Applicant Organisation Profile</b>  Please provide a brief (1 page maximum) overview of your organisation, including when it was established, what its core business is, a short description of its governance structure (an annotated organisational profile or organogram may be attached) and financial management system or processes.</p>	
<p><b>Financial management</b></p>	
<p>Is your organisation willing and able to provide annual financial records, accounts, and audit reports for verification by SPC?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Does your organisation have the financial management structure to manage the grants?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Does your organisation have established procurement and financial policies which govern Financial and Procurement activities? (If yes please attach copies)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b>Partner(s) in the implementation of the project:</b> including co-applicant if any</p>	
<p><b>Description of Activities</b></p>	
<p>Describe the sector that the applicant wants to work in:  Aquaculture,  Agriculture, Fuel efficiency, Shoreline protection, including but not limited to mangrove</p>	

restoration and expansion (tree planting and seedling nursery)																
<b>Title of Action</b>																
<b>Location of Action</b>																
<b>List and describe actual action/activities /work that the applicant intends to implement under the sector selected</b>																
<b>Description of the context</b> <i>baseline, results to date, other project' or program's results, stakeholders [max 1000 words]</i>																
<b>Approximate Value of Action</b>																
<b>Total duration of action</b> <b>(Provide timeline for each activity if more than 1 stated above)</b>	<table border="1"> <thead> <tr> <th></th> <th><b>2020</b></th> <th><b>2021</b></th> </tr> </thead> <tbody> <tr> <td><b>Action/Activity 1</b></td> <td></td> <td></td> </tr> <tr> <td><b>Action/Activity 2</b></td> <td></td> <td></td> </tr> <tr> <td><b>...</b></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>		<b>2020</b>	<b>2021</b>	<b>Action/Activity 1</b>			<b>Action/Activity 2</b>			<b>...</b>					
	<b>2020</b>	<b>2021</b>														
<b>Action/Activity 1</b>																
<b>Action/Activity 2</b>																
<b>...</b>																
<b>Target Group</b>																
<b>Final Beneficiaries</b>																
<b>Key stakeholders of the project</b>																

<b>Implementation Schedule – Describe a broad timeline for the Project</b>			
<b>Describe and define the needs and constrains of the target and beneficiary group and how the action will address these needs</b>			
Describe the proposed approach the applicant will take to achieve the action/activities defined below			
<b>Describe the expected final results</b>			
<b>Alignment with PACRES objective and outcomes</b>  <i>Please indicate how the proposed project aligns with PACRES objective and outcomes and builds upon other PACRES activities in the country, as appropriate</i>			
<b>Sustainability / Exit strategy</b> <i>How will this project continue or what type of follow-up will be given to this project?</i>			
<b>Project Risks</b>			
Describe and rank the four most significant risks that could negatively impact the project. Risks are potential future events that have the potential to negatively impact your ability to achieve the project results and could include financial, environmental or social risks.			
Risk	What is the <b>likelihood</b> (high, medium or low)	If the risk occurs, what would the <b>impact</b> (high,	Mitigation strategy – how will you manage the risk?

	that the risk will occur?	medium or low) on the project be?	

Proposal budget			
Project costs			
	(A)	(B)	(A+B)
1) Construction Costs (if applicable)	SPC Funding Request	Applicant contribution	Total Costs
<i>Mobilization / Demobilization</i>	\$	\$	\$
<i>Construction (e.g. Buildings/Services/Fees/Wages)</i>	\$	\$	\$
<i>Construction Supervisor</i>	\$	\$	\$
<i>Consultants/Contractors (e.g. Surveys, Designs, Testing, Architectural)</i>	\$	\$	\$
<i>Purchase/Acquisition of materials and equipment</i>	\$	\$	\$
<i>Other (provide description):</i>	\$	\$	\$
<b>Sub-Total Construction Costs</b>	\$	\$	\$
2) Non-Construction Costs	SPC Funding Request	Applicant-contribution	Total Costs
<i>Staffing costs</i>	\$	\$	\$
<i>Office support (office consumables etc)</i>			
<i>Capacity building / training</i>			
<i>Travel</i>			
<i>Other (provide description):</i>	\$	\$	\$
<b>Sub-Total Non-Construction Costs</b>	\$	\$	\$
	SPC Funding Request	Applicant contribution	Total Costs
<b>3) Project Costs (1 + 2)</b>	\$	\$	\$
<b>4) Total</b>			\$
SPC Funding Request			
Total funding requested from SPC	EUR		
List of other donors and their contribution			

**Other Key Information**

*Submit an updated copy of your business registration certificate, valid business/ enterprise license, and enterprise tax registration*

*Also, submit professionally prepared financial reports for the last 12 months (2020). Please be assured that this will be kept strictly confidential by SPC.*

I hereby certify that the above and attached is true and accurate.

.....  
Signature of CEO/ Managing Director/General Manager/Manager

Date: .....

**CALL FOR ‘Scaling up adaptation pilots in Timor Leste’ PROPOSALS**  
**RFP21-014**  
**SER Screening Questionnaire**

SER Screening Questionnaire		Risk Description		Risk assessment	Score
		Yes, No, n/a, TBD	If no answer, please shortly justify  If Yes answer, describe potential issues, specify activities causing the risk identified.  characterise the identified risk or impacts (likelihood, intensity, duration, reversibility)  Indicate the risk localization (local/national/global)	to be completed only if the answer is “Yes” under the risk description column  Where applicable, identify the remedial actions that would mitigate the identified risk	Characterize the risk level:  Low (L), Medium (M) high (H)
<b>1. Labour and Working Conditions</b>	Will the project present unsafe, indecent or unhealthy working conditions for stakeholders involved?				
	Is there potential for the project to apply adverse discriminatory practices based on religious, racial, gender, disability or political considerations?				
<b>2. Climate change</b>	Could the project adversely contribute to climate change by generating greenhouse gas emissions including through deforestation or forest degradation?				
	Could the project negatively affect the resilience to climate change?				

<b>3. Resource Efficiency and Pollution Prevention</b>	Will the project generate hazardous waste? Is the project likely to lead to environmental damages due to an uncontrolled management of waste?				
	Is the project likely to lead to pollutants release? Are chemicals (including pesticides) likely to be used during the project?				
<b>4. Human Rights</b>	Is the project likely to negatively impact on the human rights of the affected populations? (e.g. their rights to water, work, health, to a healthy environment, etc.)?				
	Is the project likely to create less favourable treatment of, or discrimination against, any person or group?				
<b>5. Impacts on Affected communities</b>	Any risk that populations perceive they did not receive enough opportunities to raise their concerns regarding the project?				
	Is there a risk that the project would create or exacerbate conflicts with or within affected populations?				
	Is the project likely to increase community exposure to disease (water borne, water based, water related and vector borne diseases as well as communicable diseases)?				

<b>6. Gender</b>	Is there a likelihood that the project would have adverse impacts on gender equality, and/or the situation of women and girls?				
	Have community groups/leaders raised gender equality concerns regarding the project during the stakeholder engagement process?				
	Would the project potentially limit women's ability to access or use natural resources upon which they depend for a livelihood?				
<b>7. Resettlement</b>	Could the project involve the physical relocation of people? (encompassing displacement as well as planned relocation)				
<b>8. Use of natural resources</b>	Could the project lead to adverse impacts on biodiversity or natural habitat?				
	Is the project likely to negatively impact a protected area?				
	Is the project likely to introduce invasive alien species to the project area?				
	Is the project likely to restrict People's access to natural resources and their means of livelihoods?				
	is the project likely to favor unsustainable exploitation of a renewable resource				
<b>9. Peoples right and tenure</b>	Is the project likely to negatively affect Peoples or communities rights: rights of affected populations, including procedural				



	rights such as the right to be consulted or to have access to information, or substantive rights (real or personal) such as the right of access to natural resources or benefit-sharing related to these natural resources (carbon rights, benefits from access to genetic resources ...).				
	Could the project require the relocation of Peoples from their homes or lands subject to traditional ownership or customary use?				
<b>10. Cultural heritage</b>	Is the project likely to negatively affect cultural heritage?				
	Is the project likely to negatively affect a legally protected cultural heritage area?				
Risk categorization process			<ul style="list-style-type: none"> <li>• If only L on the right hand column, then the project is Low risk &gt; no further assessment is required</li> <li>• If one or more M then the project is Medium risk &gt; further assessment is required to formulate alternatives</li> <li>• If one of more H, &gt; topic assessment is compulsory , including for the assessment of credible alternatives (NB: the project may have to be categorized as Medium or High risk depending on the outcome of the ESIA)</li> </ul>		

**Conclusion:**

- Risk Categorization (tick the relevant answer in the right hand box):    - Low  - Medium  - High

**Recommendations for next steps:**

- Is further assessment needed (Please specify if it is a topic or full Environmental and Social Impact Assessment, as well as in which areas or on which topic(s) any such further assessment should be conducted):

Topics/areas to be further assessed	Type of Assessment
-------------------------------------	--------------------


I, undersigned, Mr/Ms \_\_\_\_\_, hereby certify that I have answered this Questionnaire truthfully and to the best of my knowledge.

Signature:

SPC Headquarters  
BP D5  
98848 Noumea Cedex  
New Caledonia  
Telephone: +687 26 20 00  
Fax: +687 26 38 18

Siège de la CPS  
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Pacific  
Community  
Communauté  
du Pacifique

**Annex V**

**CALL FOR 'Scaling up adaptation pilots in Timor Leste' PROPOSALS  
RFP21-014  
Applicant Declaration**

The applicant, represented by the undersigned, being the authorised signatory of the applicant, in the context of the present PACRES call for Grant proposals, representing any co-applicant(s) in the proposed action, hereby declares that:

- the applicant and each co-applicant (if any) are eligible in accordance with the criteria set out in the Guidelines for Applicants;
- the applicant has sufficient financial capacity to carry out the proposed action or work programme;
- the applicant certifies the legal statuses of the applicant and of the co-applicant(s) as reported in the application;
- the applicant undertakes to comply with the principles of good partnership practice;
- the applicant is directly responsible for the preparation, management and implementation of the action with the co-applicant(s), if any, and is not acting as an intermediary;
- The applicant and the co-applicant(s) are not in any of the situations excluding them from participating in contracts which are listed hereafter:
  - (1) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - (2) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
  - (3) they have been guilty of grave professional misconduct proven by any means which the applicant can justify;
  - (4) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the applicant or those of the country where the contract is to be performed;
  - (5) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

The authorised signatory of the third party must certify that he is not in one of the situations listed above and signed on behalf of the third party.

Furthermore, it is recognised and accepted that if the applicant and co-applicant(s) (if any) participate in spite of being in any of these situations, they may be excluded from other procedures;

- the applicant and the co-applicant(s) are aware that, for the purposes of safeguarding the financial interests of the EU, their personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.
- The applicant is fully aware of the obligation to inform without delay the SPC PACRES coordinator to which this application is submitted if the same application for funding made to other European Commission departments or European Union institutions has been approved by them after the submission of this grant application.

Signed on behalf of the applicant

Name of the Organisation	
Address	
Contact details	
Name of the Responsible Person (Block capital)	
Position	
Signature + Stamp	
Date	

<b>Annex VI</b>
<b>CALL FOR 'Scaling up adaptation pilots in Timor Leste' PROPOSALS</b> <b>RFP21-014</b> <b>Document Checklist</b>

I ..... (insert name),

of ..... (insert Enterprise name)

confirm that the following application is made for support under PACRES.

I confirm that I have read the guidelines for the completion and submission of this application, and are aware of the eligibility and evaluation criteria.

I hereby submit the documents listed below for consideration:

*(Please tick in the appropriate box where documents have been submitted)*

	Completed Concept Note
	SER Screening Questionnaire
	Applicant Declaration
	Enterprise Registration Certificate
	Enterprise Tax Registration
	2019 and 2020 Financial Accounts
	List any additional Support Documents provided:

Yours faithfully,

\_\_\_\_\_

Print name and sign

\_\_\_\_\_

Date

Title \_\_\_\_\_



**SPC General Conditions of Contract for Grant**

**1. LEGAL STATUS**

The Grantee shall be considered as having the legal status of an independent party vis-à-vis SPC. The Grantee's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of SPC.

**2. SOURCE OF INSTRUCTIONS**

The Grantee shall neither seek nor accept instructions from any authority external to SPC in connection with the performance of its activities under this Agreement. The Grantee shall refrain from any action which may adversely affect SPC and shall fulfil its commitments with the fullest regard to the interests of SPC.

**3. GRANTEE'S RESPONSIBILITY FOR EMPLOYEES**

The Grantee shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement, reliable individuals who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct. The Grantee shall not discriminate against any Staff of SPC, their employee, independent professional or any other person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

**4. SUB-CONTRACTING**

In the event the Grantee requires the services of sub-suppliers or contractors, the Grantee shall obtain the prior written approval and clearance of SPC for all sub-contractors or suppliers. The approval of SPC of a sub-supplier shall

not relieve the Supplier of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Agreement.

**5. OFFICIALS NOT TO BENEFIT**

The Grantee warrants that no official of SPC has received or will be offered by the Grantee any direct or indirect benefit arising from this Agreement or the award thereof. The Grantee agrees that breach of this provision is a breach of an essential term of this Agreement.

**6. INDEMNIFICATION**

The Grantee shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Grantee, or the Grantee's employees, officers, agents or sub-suppliers, in the performance of this Agreement. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Grantee, its employees, officers, agents, servants or sub-contractors and/or suppliers. The obligations under this Article do not lapse upon termination of this Agreement.

**7. INSURANCE AND LIABILITIES TO THIRD PARTIES**

7.1. The Grantee shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Agreement.

- 7.2. The Grantee shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement.
- 7.3. The Grantee shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services or activities under this Agreement or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Grantee or its agents, servants, employees or sub- contractors and/ or suppliers performing work or services in connection with this Agreement .
- 7.4. The Grantee shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this Article.

#### **8. AUTHORITY TO MODIFY**

No modification or change in this Agreement, no waiver of any of its provisions or any additional contractual relationship of any kind with the Grantee shall be valid and enforceable against SPC unless provided by an amendment to this Agreement signed by the authorised official of SPC.

#### **9. INTELLECTUAL PROPERTY**

The Grantee shall ensure that the goods supplied to or used do not infringe any patent, design, trade-name or trade-mark. In addition, the Grantee shall, pursuant to this warranty, indemnify, defend and hold SPC harmless from any actions or claims brought against SPC pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods supplied or used .

#### **10. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC**

The Grantee shall not advertise or otherwise make public the fact that it is a Grantee with SPC, nor shall the Grantee, in any manner whatsoever use the name, emblem or official seal of SPC, or any abbreviation of the name of SPC in connection with its business or otherwise.

#### **11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

- 11.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Grantee under this Agreement shall be the property of SPC, shall be treated as confidential and shall be delivered only to SPC authorised officials on completion of work under this Agreement .
- 11.2 The Grantee may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorization of SPC; nor shall the Grantee at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

#### **12. ASSIGNMENT AND INSOLVENCY**

- 12.1. Except upon receipt of written consent from SPC, the Grantee shall not assign, transfer, pledge or make other disposition of the Agreement, or any part thereof, or any of the Grantee's rights or obligations under the Agreement.
- 12.2. In the event the Grantee is declared insolvent or should the ownership or control of the Grantee's business change by virtue of insolvency, SPC may, without prejudice to any other rights or remedies, immediately terminate the Agreement by giving the Grantee written notice of termination.

### **13. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS**

- 13.1. Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 13.2. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Grantee shall give notice **and** full particulars in writing to SPC, of such occurrence or change if the Grantee is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Grantee shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Agreement. The notice shall include steps proposed by the Grantee to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, SPC shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the Grantee of a reasonable extension of time in which to perform its obligations under this Agreement.
- 13.3. If the Grantee is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, SPC shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article (14), "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

### **14. TERMINATION**

- 14.1. SPC reserves the right to terminate this Agreement for convenience and without

cause at any time upon 15 days prior written notice to the Grantee.

- 14.2. In the event of any termination by SPC under this Article, no payment shall be due from SPC to the Grantee
- 14.3. Should the Grantee be adjudged bankrupt, or be liquidated or become insolvent, or should the Grantee make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Grantee, SPC may, without prejudice to any other right or remedy it may have, terminate this Agreement forthwith. The Grantee shall immediately inform SPC of the occurrence of any of the above events.

### **15. SETTLEMENT OF DISPUTES**

#### **15.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation shall take place in accordance with local law, or according to such other procedure as may be agreed between the parties.

#### **15.2 Arbitration**

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within ten (10) business days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the applicable local law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.



Clause (15.2) does not apply if a party seeks urgent interlocutory relief (including by way of injunction) against the other.

## **16. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC, including its subsidiary organs.

## **17. TAX EXEMPTION**

Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC, being, an international organisation, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Supplier shall immediately consult with SPC to determine a mutually acceptable procedure.

## **18. CHILD LABOUR**

- 18.1. The Grantee represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 18.2. Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

## **19. HUMAN RIGHTS**

- 19.1. The Grantee recognises, respects and upholds the human rights of every

individual, being a minimum those protected by the Universal Declaration of Human Rights. The Grantee will actively seek to ensure he is not complicit in human rights abuses committed by others.

- 19.2. The Grantee is committed to respecting, and acting in a manner which avoids infringing on, human rights. In this regard the Grantee acknowledges the Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect Respect and Remedy' framework (2011).
- 19.3. To meet these commitments, the Grantee will not accept modern slavery, forced labour and human trafficking in his supply chain.
- 19.4. Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

## **20. OBSERVANCE OF THE LAW**

The Grantee shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.

## **21. AUTHORITY TO MODIFY**

No modification or change in this Agreement, no waiver of any of its provisions or any additional contractual relationship of any kind with the Grantee shall be valid and enforceable against SPC unless provided by an amendment to this Contract signed by the authorised official of SPC.

## **22. NO MERGER**

The rights and obligations of the parties contained in this Contract are continuing rights and obligations and, accordingly, are not merged or extinguished by performance of the Agreement and will remain in full force and effect.

## **23. RELATIONSHIP BETWEEN PARTIES**

The Grantee at all times shall be and act solely as an independent party, not as an

employee of SPC. Nothing in this Agreement or relationship between Grantee and SPC shall operate or be construed as creating the relationship of employer/employee, agent, partners, joint ventures or any other relationship whatsoever between Grantee and SPC.

The Grantee shall have no authority to, and shall not act as SPC's agent or contractually bind or obligate SPC in any way, hold itself out as an agent of SPC or as having the authority to contractually bind or obligate SPC