

- n) To assist UNDP-Delhi in obtaining from MOEF any documentation as may be required, for customs clearance of equipment procured under the Plans,.
- o) Perform any other tasks as may be assigned by Ozone Cell or UNDP in context of the implementation of the Plans.

Qualifications and Experience

- A Master's degree in Environment/Life Sciences, Engineering or Chemistry is required. A Doctoral or Management degree is desirable.
- Minimum fifteen years working experience in Government, Public Sector, Multilateral Organizations or NGOs is required.
- Minimum ten years experience in management and administration of environmental projects and activities.
- Thorough knowledge and understanding of the Montreal Protocol financial mechanism and the Multilateral Fund policies, guidelines and procedures.

Salary

Negotiable based on qualifications and experience

Duration

One year (renewable)

Location

New Delhi, India

2. TECHNICAL/OPERATIONS ASSISTANT

Duties and responsibilities:

Under direct supervision of the National Program Manager of SPPU, the incumbent performs the following function:

- a) Assist the National Programme Manager with the day-to-day general implementation of the Foam and Commercial Refrigeration Phase-out Sector Plans.
- b) Preparation of files of individual enterprises for participation in the phase-out plans.
- c) Examining the documents relating to baseline equipment and technical status of the enterprises.
- d) Assist NPM in verification of CFC consumption levels at individual enterprises.
- e) Assisting in the preparation of various reports for stakeholders, including the Ozone Cell and UNDP.
- f) Assisting in review of progress in implementation of the phase-out plans.
- g) Assisting in periodic assessment of the sector phase-out programme.
- h) Assisting in organizing non-investment activities (e.g. work shops, meetings, technical assistance activities).
- i) Assist NPM in the preparation of the Annual Implementation Programme.
- j) Perform any other duties assigned by the NPM, Director (O) of Ozone Cell and Programme Officer of UNDP within the purview of the projects.
- k) Drafting of letters and technical reports.

Qualification and Experience:

- First class Master Degree in Science (Chemistry/ Physics)/BE in Chemical/Mechanical with 2 years experience in managing environmental project in private or public or government sector.
- Knowledge on environmental projects specifically polyurethane foam and commercial refrigeration and knowledge of environmental conventions are desirable. Knowledge of computer applications is essential.
- Languages : Excellent knowledge of English and Hindi.

Salary

Negotiable based on qualifications and experience

Duration

One year (renewable)

Location

New Delhi, India

3. ADMINISTRATIVE ASSISTANT

Duties and responsibilities

Under the direct supervision of the National Programme Manager of SPPU and the Ozone Cell (MoEF), the incumbent performs the following functions:-

- a) Assist the National Programme Manager with general secretarial functions to support the day-to-day operational activities in the implementation of the sector phase-out plans.
- b) Draft correspondence, reports, evaluations and justifications, as required on general administrative and specialized tasks, which may be of a confidential nature, within the assigned area of responsibility.
- c) Assist in organizing meetings and workshops, providing travel and logistics support to participants and team members as required.
- d) Distribution, draft and correct correspondence, reports, briefing and other documents.
- e) Responsible for day-to-day programme correspondence, information sharing and filing.
- f) Arrange periodic meetings with CPAs, Government officials, ensure documentation is complete, taking notes/minutes at meetings.
- g) Answer telephone queries and forward to responsible officers.
- h) Assist in organizing teleconferences and videoconferences
- i) Compile and research background material, working papers and statistical data for briefing sessions; prepare presentations.
- j) Perform other duties as requested from time-to-time.

Education Qualification:

University Degree. Diploma in Secretarial Practice.

Professional Experience:

At least 4-5 years secretarial and administrative experience preferably 1-2 years in environmental project of UN organization

Knowledge and skills:

Good knowledge of typing and stenography at least speed of 60 w.p.m. and 200 w.p.m., in addition to good knowledge of computing skills including MS Office. Drafting of letters is desirable

Languages:

Excellent knowledge of English and Hindi.

Salary

Negotiable based on qualifications and experience

Duration

One year (renewable)

Location

New Delhi, India

ANNEX-3

PROCUREMENT PROCEDURES

The following is a brief description of the elements of the procedural regime, which would be followed for international and local procurement of equipment and services required for the implementation of the Foam Sector Phase-out Plan:

INTRODUCTION

The procurement activities will be carried out by UNDP supported by an integrated Procurement Support Group (PSG). The PSG team will comprise of the following:

- Coordinator of the SPPU
- One designated UNDP staff experienced in procurement
- One designated UNDP international technical expert
- One designated UNDP national technical expert
- One designated UNDP program staff

The Procurement Support Group will assist the SPPU in arranging the international and local procurement of equipment and services required for executing the Foam Sector Phase-out Plan in a transparent and accountable manner. The various procurement actions will be initiated upon signature of the project document by GOI and UNDP and receipt by UNDP of the annual disbursement tranche from MLF

INTERNATIONAL PROCUREMENT

- The technical requirements of conversion to non-CFC technology at each enterprise, would be assessed by UNDP experts. Based on the same, the scope, technical specifications of the equipment and short-list of vendors would be developed by UNDP experts. A minimum of five reputed international vendors from a minimum of three countries will be short-listed. The specifications shall be clear and unambiguous to the maximum extent possible and shall incorporate the most cost-effective technical options, required for effecting CFC phase-out. The PSG will endorse the specifications and vendor short-lists.
- Concurrence of the recipient enterprises, to the specifications and vendor short-lists may be obtained by SPPU to the extent possible.
- The SPPU will formally forward the specifications and vendor short-lists to UNDP's procurement office.
- UNDP's procurement office will issue the Invitations to Bid (ITB) to the short-listed vendors, and may at its discretion to additional vendors. The vendors shall be provided a minimum of 21 days from the date of issuance of the ITB for submitting the bids. No extensions to the date for submitting the bids will be granted under any circumstances, except Force Majeure.
- On the stipulated date of submission of the Bids, the UNDP procurement office shall conduct a public opening of bids and forward the bids to the PSG.
- The PSG will then prepare a report consisting of an objective and independent techno-commercial evaluation, analysis and comparison of the bids received and recommendation of the successful bidder. The technically acceptable bidder offering the lowest prices shall be recommended. Some of the factors to be considered in such an evaluation are, the compliance of the bid with the specifications, reliability of the supplier with regard to product quality, industry reputation and financial stability, local availability of spare parts and service, etc.
- The SPPU will formally forward the bid evaluation report(s) along with recommendations to UNDP's procurement office.
- UNDP's procurement office will issue the purchase order/contract to the recommended vendor.

LOCAL PROCUREMENT

All procedures would be similar to international procurement with the following exceptions:

- The vendor short-list will comprise of a minimum of three reputed indigenous vendors
- The vendors shall be provided a period of minimum of fifteen days from the date of issuance of the ITB, for submission of bids

Annex III

**AGREEMENT BETWEEN INDIA AND
THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND
FOR THE NATIONAL PHASE-OUT OF CFC CONSUMPTION IN INDIA
FOCUSSING ON THE REFRIGERATION SERVICE SECTOR**

1. This Agreement represents the understanding of India (the "Country") and the Executive Committee with respect to the complete phase-out of controlled use of the ozone depleting substances in the sectors set out in Appendix 1-A (the "Substances") by 1 January 2010, in compliance with Protocol schedules. This Agreement includes and supersedes the Agreements between the Executive Committee and India entered into at the 37th Meeting for phase-out of CFCs in the foam sector and at the 38th Meeting for the phase-out of CFCs in the refrigeration (manufacturing) sector in India.
2. The Country agrees to phase out the controlled use of the Substances in accordance with the annual phase-out targets set out in row 3 of Appendix 2-A (the "Targets") and this Agreement. The annual phase-out targets will, at a minimum, correspond to the reduction schedules mandated by the Montreal Protocol. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to the Substances.
3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees in principle to provide the funding set out in row 37 of Appendix 2-A (the "Funding") to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (the "Funding Disbursement Schedule").
4. The Country will meet the consumption limits for CFCs as indicated in row 3 of Appendix 2-A. It will also accept independent verification by the relevant Implementing Agency of achievement of these consumption limits as described in paragraph 9 of this Agreement.
5. The Executive Committee will not provide the Funding in accordance with the Funding Disbursement Schedule unless the Country satisfies the following conditions at least 30 days prior to the applicable Executive Committee meeting set out in the Funding Disbursement Schedule:
 - (a) That the Country has met the Target for the applicable year;
 - (b) That the meeting of these Targets has been independently verified as described in paragraph 9;
 - (c) That the Country has substantially completed all actions set out in the last Annual Implementation Programme;
 - (d) That the Country has submitted and received endorsement from the Executive Committee for an annual implementation programme in the form of

Appendix 4-A (the "Annual Implementation Programmes") in respect of the year for which funding is being requested.

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A (the "Monitoring") will monitor and report on that monitoring in accordance with the roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 9.

7. While the Funding was determined on the basis of estimates of the needs of the Country to carry out its obligations under this Agreement, the Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds according to the evolving circumstances to achieve the goals prescribed under this Agreement. Reallocations which are considered as major changes should be accounted for in the verification report and reviewed by the Executive Committee.

8. Specific attention will be paid to the execution of activities in the servicing sector, in particular:

- (a) The Country would use the flexibility available as described under paragraph 7 to address specific needs that might arise during project implementation;
- (b) The recovery and recycling programme for the refrigeration service sector would be implemented in states so that resources can be diverted to other activities, such as additional training or procurement of service tools, if the proposed results are not achieved, and will be closely monitored in accordance with Appendix 5-A of this Agreement.

9. The Country agrees to assume overall responsibility for the management and implementation of this Agreement and of all activities undertaken by it or on its behalf to fulfil the obligations under this Agreement. The Government of Germany has agreed to be the lead implementing agency (the "Lead IA"), the Government of Switzerland, UNDP, UNEP and UNIDO (the "Cooperating IAs") have agreed to be cooperating implementing agencies under the lead of the Lead IA in respect of the Country's activities under this Agreement. The Lead IA will be responsible for carrying out the activities listed in Appendix 6-A, including but not limited to independent verification. The Country also agrees to periodic evaluations, which will be carried out under the monitoring and evaluation work programmes of the Multilateral Fund. The Cooperating IAs will be responsible for carrying out the activities listed in Appendix 6-B. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IAs with the fees set out in row 38 of Appendix 2-A.

10. Should the Country, for any reason, not meet the Targets for the elimination of the Substances in the Sectors concerned or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Disbursement Schedule. At the discretion of the Executive Committee, Funding will be reinstated according to a revised Funding Disbursement Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all of its obligations that were due to be met prior to receipt of the next instalment of Funding under the Funding Disbursement Schedule. The Country acknowledges that the Executive Committee may reduce the amount of

the Funding by the amounts set out in Appendix 7-A in respect of each ODP tonne of reductions in consumption not achieved in any one year.

11. The Funding components of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the Funding of any other consumption sector projects or any other related activities in the Country.

12. The Country will comply with any reasonable request of the Executive Committee and the Lead IA to facilitate implementation of this Agreement. In particular, it will provide access by the Lead IA and the Coordinating IAs to information necessary to verify compliance with this Agreement.

13. All of the agreements set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Protocol unless otherwise defined herein.

Appendix 1-A: THE SUBSTANCES

1. The ozone-depleting substances to be phased out under the Agreement are as follows;

Annex A:	Group I	CFC-11, CFC-12, CFC-113 CFC 114 and CFC-115
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Appendix 2-A: THE TARGETS (IN TONNES), AND FUNDING

Year of plan	2004	2005	2006	2007	2008	2009	2010
1. Max allowed production as per Agreement in the production sector	13,176	11,294	7,342	3,389	2,259	1,130	0
2. Montreal Protocol reduction schedule	6,681	3,340	3,340	1,005	1,005	1,005	0
3. CFC consumption as per Article 7 of the Montreal Protocol	3,489	2,266	1,560	964	417	273	0
4. Stockpiled CFC amount*	0	452	600	500	100	100	0
5. Total national CFC demand	3,489	1,814	960	464	317	173	0**
6. CFC reduction in on-going projects (without phase-out plans)	926	115	0	0	0	0	0
7. National CFC consumption phase-out plan - total	749	739	496	147	145	173	0
8. Sectoral phase-out plan for elimination of CFCs in the foam sector (approved at 37 th Meeting)	508	401	128	0	0	0	0
9. Plan for phase-out of CFCs in the refrigeration (manufacturing) sector (approved at 37 th Meeting)	181	180	203	0	0	0	0
10. Additional CFC consumption phase-out activities for National Phase-out Plan in service sector, customs and policy	60	158	165	147	145	173	0

* Annual stockpiles; the cumulative stockpile in 2010 will be 1,752 tonnes.

** Residual consumption of 647 ODP tonnes (ineligible for funding) will remain in the country and will be gradually phased out in subsequent years.

Year of plan	2004	2005	2006	2007	2008	2009	2010
Sectoral phase-out plan for elimination of CFCs in the foam sector (approved at 37 th Meeting)	\$1,500,000	\$450,000	\$224,577	\$0	\$0	\$0	\$0
11. Agreed funding 2004 onwards for UNDP							
12. Support cost 2004 onwards for UNDP	\$131,000	\$40,500	\$20,212	\$0	\$0	\$0	\$0
13. Agreed funding 2004 onwards for UNDP	\$250,000	\$150,000	\$59,450	\$0	\$0	\$0	\$0
14. Support cost 2004 onwards for UNDP	\$21,621	\$12,937	\$5,142	\$0	\$0	\$0	\$0
15. Agreed funding 2004 onwards for UNIDO	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16. Support cost 2004 onwards UNIDO	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17. Germany (overall lead agency) agreed funding	\$414,370	\$100,000	\$105,090	\$436,200	\$436,200	\$923,400	\$0
18. Germany (overall lead agency) support cost	\$53,868	\$13,000	\$13,662	\$56,706	\$56,706	\$120,042	\$0
19. Switzerland agreed funding	\$353,020	\$256,650	\$256,650	\$367,140	\$367,140	\$0	\$0
20. Switzerland support cost	\$45,893	\$33,365	\$33,365	\$47,728	\$47,728	\$0	\$0
21. UNDP agreed funding	\$277,200	\$277,050	\$448,350	\$167,860	\$152,340	\$199,460	\$0
22. UNDP support cost	\$20,790	\$20,779	\$33,626	\$12,590	\$11,426	\$14,960	\$0
23. UNEP agreed funding	\$256,300	\$256,300	\$85,000	\$85,000	\$85,000	\$32,400	\$0
24. UNEP support cost	\$33,319	\$33,319	\$11,050	\$11,050	\$11,050	\$4,212	\$0
25. Total agreed funding	\$1,300,890	\$890,000	\$895,090	\$1,056,200	\$1,040,680	\$1,155,260	\$0
26. Total support cost	\$153,870	\$100,463	\$91,703	\$128,074	\$126,910	\$139,214	\$0
27. Germany (overall lead agency) agreed funding	\$414,370	\$100,000	\$105,090	\$436,200	\$436,200	\$923,400	\$0
28. Germany (overall lead agency) support cost	\$53,868	\$13,000	\$13,662	\$56,706	\$56,706	\$120,042	\$0
29. Switzerland agreed funding	\$353,020	\$256,650	\$256,650	\$367,140	\$367,140	\$0	\$0
30. Switzerland support cost	\$45,893	\$33,365	\$33,365	\$47,728	\$47,728	\$0	\$0
31. UNDP agreed funding	\$2,027,200	\$877,050	\$732,377	\$167,860	\$152,340	\$199,460	\$0
32. UNDP support cost	\$173,411	\$74,216	\$58,980	\$12,590	\$11,426	\$14,960	\$0
33. UNEP agreed funding	\$256,300	\$256,300	\$85,000	\$85,000	\$85,000	\$32,400	\$0
34. UNEP support cost	\$33,319	\$33,319	\$11,050	\$11,050	\$11,050	\$4,212	\$0
35. UNIDO agreed funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0
36. UNIDO support cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0
37. Total agreed funding	\$3,050,890	\$1,490,000	\$1,179,117	\$1,056,200	\$1,040,680	\$1,155,260	\$0
38. Total agreed support cost	\$306,490	\$306,491	\$153,900	\$117,057	\$128,074	\$126,910	\$0

Appendix 3-A: FUNDING DISBURSEMENT SCHEDULE

1. Funding will be considered for approval at the last meeting of the calendar year prior to the starting calendar year of the Annual Implementation Programme. For the servicing sector, awareness and customs/policy activities the Annual Implementation Programme will consist of a list of activities commencing in April of the year of the Annual Implementation Programme and concluding in March of the following year. For all other activities, the annual implementation programme will be based on the calendar year. The performance will be measured against the annual consumption of the year prior to the year of consideration of the Annual Implementation Programme, as reported under Article 7 of the Montreal Protocol to the Ozone Secretariat.

Appendix 4-A: FORM OF ANNUAL IMPLEMENTATION PROGRAMME

1. Data

Country:	India
Year of Plan:
Number of years completed:
Number of years remaining under the plan:
Reported ODS consumption of the year prior to this reporting:
Target ODS consumption for the next year:
Level of funding requested:
Lead implementing agency:	The Government of Germany, the
Cooperating agencies:	Government of Switzerland, UNDP, UNEP and UNIDO

2. Targets

Indicators		Previous Year (official data for supply)	Reduction previous to present year (calculated)	Present year (planned data)	Reductions present year to year of plan (calculated)	Year of Plan (planned data)
Supply of ODS	Production					
	Export					
	Total supply					
Demand of ODS	Consumption refrigeration manufacturing sector					
	Consumption foam sector					
	Consumption other ongoing projects					
	Stockpiling as per Agreement, Annex 2-A row 4					
	Sub-total: Demand except consumption in remaining uses under National CFC Consumption Phase-Out Plan					
Resulting consumption in uses under National CFC Consumption Phase-Out Plan						

3. Activities and Costs under National CFC Consumption Phase-Out Plan

General type of activity	Description of activity	Objective	Target group	Impact (general)	Impact (in terms of ODP tonnes phase-out, if applicable)	Planned expenditures (US \$)	Agency associated
Customs and policy training							
Awareness							
Establishing / upgrading training institutions (including equipment)							
Training							
Equipment supply							
Retrofit							
Total							
Cost by agency							
Agency	Type of cost						
Germany - GTZ Proklima	Expenditure						
	Support cost						
Switzerland	Expenditure						
	Support cost						
UNDP	Expenditure						
	Support cost						
UNEP	Expenditure						
	Support cost						
UNIDO	Expenditure						
	Support cost						

Appendix 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Government of India agrees to ensure accurate monitoring of the phase-out. The consumption figures provided under this agreement will be consistent with India's reports to the Ozone Secretariat under Article 7 of the Montreal Protocol. The Government of India also agrees to allow independent verification audits as provided for in this agreement, and in addition, external evaluation as may be directed by the Executive Committee, to verify that annual CFC consumption levels correspond to those agreed and that the implementation of the Refrigeration (Manufacturing) Sector Phase-out Plan proceeds as scheduled and agreed in annual implementation programs.
2. The National CFC Consumption Phase-out Plan is implemented on a company and technician level, while being assessed on a national level. Consequently, the monitoring is focusing on these two levels: The monitoring of implementation, and the auditing of the data used to determine national consumption.
3. Since the implementation of this National CFC-Consumption Phase-out Plan consists of the implementation of several originally independent CFC consumption phase-out plans and projects, a consolidated reporting of all those plans and projects is required. Under this National CFC-Consumption Phase-out Plan, the Government of Germany as lead agency will facilitate a Consolidated Report of all presently active CFC consumption phase-out plans and projects in India.
4. In addition to monitoring of the implementation through the responsible agencies as well as the lead agency, the Project Management Unit (PMU) associated to the India Ozone Cell as well as the state governments will monitor implementation, being supervised by the Ozone Cell. Within the states, the local environmental administrations will perform that task. They are being activated and sufficiently informed for that task through visits of the Ozone Cell and/or PMU to higher state officials as well as the policy training which is being part of this National Phase-out Plan. The PMU will bundle the reports and perform further field checks where required.
5. The implementation part of a Consolidated Report to be submitted to the Executive Committee will be based on a preliminary report to be prepared and submitted by the lead agency on the basis of reporting from cooperating implementing agencies as well as from the Project Management Unit. It will be finalized on the basis of mutual agreement between India and agencies involved concerning the data to be reported. The release of funding under the existing CFC Phase-out Plans will be subject to consideration of progress reports on implementation of annual work programmes to be submitted as part of a consolidated report.
6. India as a CFC producing country has no CFC imports. Consequently, the consumption is being determined through production and exports. The production of CFC is already being audited as part of India's production sector phase-out, being agreed at the 29th meeting of the Executive Committee. Under direct contract from the Lead Agency, a national expert institution such as the national Environment Engineering Research Institute in Nagpur or an equivalent Indian independent institution will audit the export figures, which in combination with the

production data will allow them to determine the level of consumption in India (Article 7 data), which will constitute a part of the consolidated report.

7. Under direct contract from the Lead Agency, a national expert institution such as the National Environment Engineering Research Institute in Nagpur or an equivalent Indian independent institution will audit the export figures, which in combination with the production data allows determination of the consumption figures. The related data will form the consumption part of the Consolidated Report.

Appendix 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

1. The Lead IA will be responsible for a range of activities to be specified in the project document along the lines of the following:

- (a) Ensuring performance and financial verification in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's phase-out plan;
- (b) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Annual Implementation Programme;
- (c) Assisting the Country by drafting the Annual Implementation Programme in coordination with the Country's Project Management Unit;
- (d) Supporting the Country by facilitating the work of the Core Group, the Core Group being a body consisting of the Ozone Cell with its director as Chairperson, the representative of the lead agency as Secretary, the Project Management Unit and the cooperating agencies. The Core Group decides with mutual agreement on the Annual Implementation Programme and a more detailed annual work plan.
- (e) Ensuring that achievements in previous Annual Implementation Programmes are reflected in future Annual Implementation Programmes;
- (f) Reporting on the implementation of the Annual Implementation Programme commencing with the Annual Implementation Programme for the 2004 year to be prepared and submitted in 2005;
- (g) Ensuring that technical reviews undertaken by the Lead IA are carried out by appropriate independent technical experts;
- (h) Carrying out required supervision missions;
- (i) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Annual Implementation Programme and accurate data reporting;

- (j) Verification for the Executive Committee that consumption of the Substances has been eliminated in accordance with the Targets;
- (k) Coordinate the activities of the Coordinating IAs;
- (l) Ensuring that disbursements made to the Country are based on the use of the Indicators;
- (m) Providing assistance with policy, management and technical support when required.

Appendix 6-B: ROLE OF COOPERATING IMPLEMENTING AGENCIES

1. The cooperating bilateral and implementing agencies have the following responsibilities in terms of management and overall coordination of work:

1) **The Government of Switzerland** is within the *service sector* phase-out activities responsible for all *training activities* and the identification of equipment needs. Within this responsibility, Switzerland is specifically responsible for the following activities:

- (a) Switzerland is responsible for the development of training materials for commercial and household refrigeration technician training;
- (b) Under the responsibility of the Government of Switzerland (TORs, supervision), new training cells will be identified and established;
- (c) In addition to the above, the Government of Switzerland is throughout the implementation of the plan responsible for the training in all states. The responsibilities include conducting training, identifying and reporting of equipment needs in beneficiary enterprises and supporting equipment delivery to them, performing the necessary capacity building as well as other outreach functions.

2) UNDP

- (a) UNDP is within the *service sector* phase-out activities responsible for *investment activities* on the basis of pre-defined technical requirements and beneficiaries; the pre-definition will be carried out by Germany - GTZ Proklima if not otherwise specified in the respective Annual Implementation Programme;
- (b) UNDP is responsible for all *refrigeration manufacturing phase-out* activities. Within this joint responsibility, UNDP is specifically and solely responsible for the refrigeration manufacturing phase-out activities in all other sub-sectors of this activity except the sub-sector of transport refrigeration;
- (c) UNDP is solely responsible for all phase-out activities in the foam sector.

3) UNEP has the following responsibilities:

- (a) UNEP, within the service sector phase-out activities, will provide support through its Compliance Assistance Programme (CAP) within its existing mandate and resources available in the region and through its global information clearinghouse;
- (b) UNEP will be solely responsible for the implementation of the customs and policy training activities as defined in the project proposal, based on activities shown in the Annual Implementation Programme;
- (c) UNEP will be within the service sector phase-out activities responsible for the implementation of the necessary awareness activities as defined in the Annual Implementation Programme.

4) UNIDO has the following responsibilities:

- (a) UNIDO is jointly with UNDP responsible for all phase-out activities in the transport refrigeration sub-sector.

2. The agency (lead or cooperating) responsible in terms of management and coordination of work for specific tasks as specified above ("Responsible Agency") will typically fund the associated activities. Should the budget of the Responsible Agency in a given year - as approved under this Agreement - be insufficient for the associated tasks, the Annual Implementation Programme will specify which activities will be funded by another agency. The development of TORs, management and coordination of the work as well as approving fulfilment of contracts continues to be the responsibility of the respective Responsible Agency.

Appendix 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY

1. In accordance with paragraph 10 of the Agreement, the amount of funding provided may be reduced by US \$14,960 per ODP tonne of reductions in consumption not achieved in the year.

INDIA

FOAM SECTOR PHASE-OUT PLAN

Operational Mechanism for Implementation

Draft 2: Prepared 19 October 2002

Revised: 31 July 2004

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1. INSTITUTIONAL FRAMEWORK

1.1 INTRODUCTION

This document describes the Operational Mechanism for Implementation (OMI) for the Sector Phase-out Plan for CFCs in the Foam Sector in India and the roles and responsibilities of the Government of India (GOI), United Nations Development Programme (UNDP) and the prospective Recipient Enterprises (CFC consuming enterprises to be covered under this Plan).

The OMI has been prepared by UNDP in collaboration with the Ozone Cell, Ministry of Environment and Forests, Government of India (hereinafter referred to as "MOEF") for implementation of the Sector Phase-out Plan for CFCs in the Foam Sector.

The OMI should be read in conjunction with the following documents:

- Agreement between the Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol - Document UNEP/OzL.Pro/ExCom/37/71, Annex-VII.
- Approved project document for the project "Sectoral Phase-out Plan for Elimination of CFCs in the Foam Sector in India"

This OMI is not intended to supersede any of the existing legal and other obligations or new legal or other obligations emanating from the above documents, of the Government of India. It is to be considered as a dynamic and evolving document and may be revised as required during the course of implementation of the project.

1.2 BACKGROUND

On behalf of Government of India (GOI), UNDP submitted a proposal entitled "Sectoral Phase-out Plan for Elimination of CFCs in the Foam Sector in India", in July 2002 to the Executive Committee (ExCom) of the Multilateral Fund (MLF) for Implementation of the Montreal Protocol for the phase-out of Ozone Depleting Substances (ODS). The proposal was reviewed and evaluated by the Multilateral Fund Secretariat (MLFS) and was approved by ExCom at its 37th Meeting in July 2002.

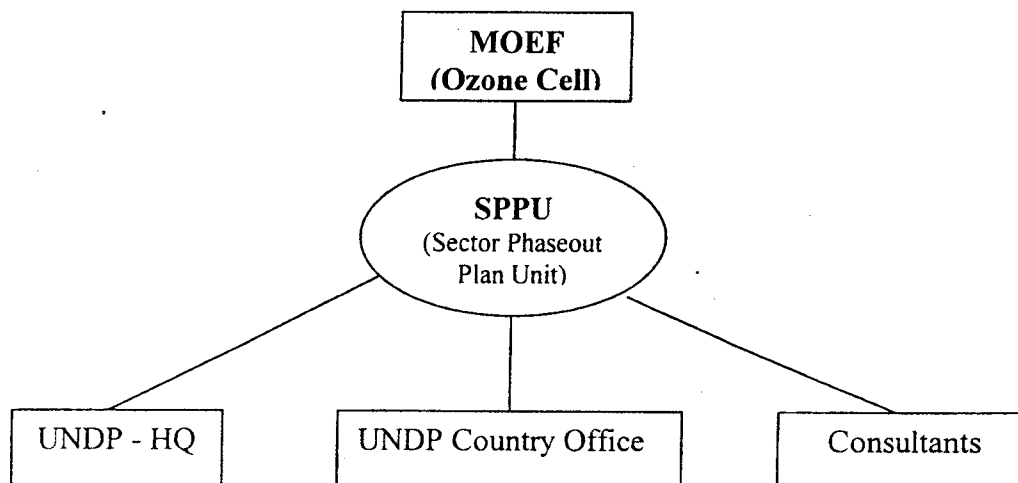
The project provides India with an overall framework for phase-out of CFCs in the Foam Sector within the time frame provided by the Montreal Protocol (by 31 December 2006) and generates additional responsibilities and obligations for GOI in implementation and management of the project. The project comprises a funding agreement over the duration of the project and links stipulated annual CFC phase-out targets to annual funding tranches. The funding includes provisions for incremental costs for Investments, Technical Support and Policy & Management Support.

The main characteristics of the Sector Phase-out Plan in the Foam Sector in India are as follows:

- The responsibility for meeting the agreed annual CFC phase-out and consumption levels in the Foam Sector rests with GOI.
- It incorporates reporting mechanisms for GOI (MOEF/Ozone Cell) for disbursement of agreed annual funding tranches. In accordance with the agreement, Annual Implementation Programs will need to be developed for each calendar year and submitted to the last ExCom meeting in the preceding year. Through its endorsement of the Annual Implementation Programs and subject to achievement of agreed annual targets in the preceding year, ExCom will approve and release the annual grant tranches.
- It incorporates verification of achievement of annual CFC phase-out and consumption targets in the Foam Sector and that the associated policy actions, technical support and training activities have been carried out according to the Annual Implementation Program.

1.3 ROLES AND RESPONSIBILITIES OF STAKEHOLDERS

This section outlines the roles and responsibilities of respective stakeholders in the implementation of the Foam Sector Phase-out Plan. The major stakeholders which will be involved in the implementation, are as in the following diagram:



1.3.1. Short description / definition of the stakeholders.

A) Ministry of Environment and Forests (MOEF)

MOEF is the designated ministry responsible for implementation of Montreal Protocol in India. MOEF – through its Ozone Cell -- will carry out its responsibilities within the following institutional framework:

- ◆ Empowered Steering Committee: Chaired by the Secretary, MOEF, for coordination at the national level for meeting India's obligations under the Montreal Protocol supported by three standing committees:
- ◆ Technology and Finance Standing Committee (TFSC): For providing policy and technical guidance, direction and oversight to the overall Montreal Protocol program.
- ◆ Standing Committee for Small Scale Industry (SCSSI): Entrusted with advising on ODS phase-out and compliance by the crucial small industries sector
- ◆ Standing Committee for Monitoring and Evaluation (SCME): For advising on and monitoring of implementation.

B) Sector Phase-out Plan Unit (SPPU): To be established under the Ozone Cell (MOEF), with the assistance of UNDP, for management and coordination of the Sector Phase-out Plans. The detailed terms of reference for the staff for constituting the SPPU are attached as Annex-2. The SPPU will facilitate implementation of Sector Phase-out Plans.

C) UNDP-HQ / UNDP-CO: As the implementing agency for the Foam Sector Phase-out Plan, UNDP will be implementing the programme using the Direct Execution Modality (DEX). It's Montreal Protocol Unit in New York has been actively involved in the project preparation phase, will guide the overall implementation process, guide the UNDP Country Office whenever needed, finalize / submit the yearly progress reports and defend them at the meetings of the Executive Committee of the Multilateral Fund, to obtain the subsequent funding tranches of the programme. UNDP's Country Office located in New Delhi will liaise closely with the SPPU to carry out the implementation of the project activities.

1.3.2. Role of the Stakeholders.

The role of each of the stakeholders in each of the anticipated project implementation activities is provided in the following table. Each stakeholder's involvement is indicated as high "h", medium "m" or low "l". The stakeholder bearing responsibility for a given activities is indicated with a capital "H".

ACTIVITY	MOEF	UNDP-HQ	UNDP-CO	SPPU	Consultant
Ownership of the programme and leader of the programme, all monitoring functions	H				
Setting up operational procedure for participation of recipient enterprises	H			l	l
Overall responsibility for monitoring and supervision of implementation activities with the assistance of UNDP	H	h		h	m
Project Preparation Activities, business planning, plan visits of consultants, negotiate with MLF Secretariat and ExCom, liaise with MOEF.	m	H	l		H
Inform MLF Secretariat and ExCom about status in yearly progress report for MLF	m	H	l		H
Obtain funding from MLF Treasurer, finalization of prodoc, negotiating implementation arrangements	l	H	l		l
Drafting TOR's and managing for SPPU and consultants	l	H	l		m
Managing of SPPU activities and consultants		m	H		
Cooperation with UNDP-Experts		l	l	H	H
Recruitment International consultants		H	l		
Recruitment National consultants / payments of national personnel / F10		H	H		l
Obtain signatures for prodocs / yearly tranches	m	m	H		
Process budget revisions		m	H		
Organize/participate in supervision missions, monitoring meetings / standing committees / TPR's	h	l	H	h	m
Enforcement of the ODS Regulations in relation to this project	H			m	m
Supervision of other activities, such as public information and awareness initiatives, training programs, as needed.	m			H	m
Provide advice and resolve eligibility issues related to MLF	l	H			m
Establishing mechanism of RC participation in the Sector phase-out Plan and in determining the sequence of RC participation	l		l	H	m
Provide Technical advise to recipient enterprises on industrial conversion process					H
Carry out visits at these enterprises on a regular basis and report on progress				H	H
Preparation of specifications, terms of reference and vendor shortlists			l	H	H
Preparation of Invitations to Bid (ITBs), carrying out international/local competitive bidding exercises for equipment/services + opening of bids			H	h	H
Finalization of vendor selections, evaluation of bids/vendors			h	H	H
Submission of documentation related to procurement-preparation			l	H	
Contracts Committee (local or HQ depending on size)		H	m		
Issuance of Purchase Orders & payment to vendors / recipients			H	h	l
Arranging customs clearance of internationally procured equipment			H	l	l
Ensuring local distribution of equipment to the recipient enterprises			l	m	H
Ensuring implementation of the Local Works needed to install equipment				l	H
Ensuring production start-up with CFC-free technology, Test Trials				l	H
Monitoring and supervising enterprise-level CFC phase-out and baseline equipment disposal, including any required inspection visits to RCs				h	H
Carrying Out payments for incr. Operational costs if applicable			H	l	
Collection of official affidavits/SOC upon respective enterprise phaseout protocols	l			H	H
Arranging verification audits of Annual Implementation Programs		H	l	h	H
Providing inputs for preparation of Annual Implementation Programs / progress reports to UNDP		m	l	H	m
Review of yearly progress reports, and action plans, negotiate with MLF Secretariat and ExCom on obtaining next funding tranche, finalization of yearly prodoc corresponding to tranche.	l	H	l	h	H
Cooperating with supervision and audit verification teams or with independent reviewers appointed by ExCom, to verify the findings of the audits	h	m	l	H	m

H: high involvement and having lead responsibility for the activity concerned

h: high involvement

m: medium involvement

l: low involvement

1.3.3 Role of the Recipient Enterprises

While the recipient enterprises are not considered as a stakeholder in carrying out the implementation of the project per sé, they also play a key-role as the recipient of the project activities. The obligations and responsibilities of each of the recipient enterprises participating in the Sector Phase-out Plan will include the following:

- Designating a contact person for the project
- Undertaking to be available for interacting and cooperating with Ozone Cell/SPPU and UNDP
- Providing all documentation and declarations as may be required by MOEF for participation in the Sector Phase-out Plan in the prescribed format
- Agreeing to the specifications, terms of reference and vendor shortlists prepared by UNDP/SPPU experts
- Preparing the sites and completing all required local works for installation of equipment procured and provided to the enterprise under the terms of participation in the Sector phase-out Plan
- Ensuring the installation and commissioning of all equipment and services including all changes to the production operations for ensuring phase-out of CFCs, in cooperation with the suppliers and in accordance with the terms of reference provided
- Undertaking to irrevocable phase-out of CFCs upon completion of the project and in accordance with the agreed schedule
- Ensuring that the CFC-based baseline equipment replaced under the project is irrevocably rendered unusable with CFCs
- Undertaking to maintain production and other related records and make them available for review and verification as may be required
- Providing inputs to SPPU and UNDP for preparing project completion reports as may be required Accepting supervision/inspection teams from SPPU/MOEF, relevant government agencies and UNDP, as well as designated experts and verification/audit teams
- Complying with all laws and regulations related to the Montreal Protocol promulgated by GOI including the ODS (Regulation) Rules
- Participating in workshops/meetings as called for by SPPU/UNDP

2. OPERATIONAL PROCEDURES

2.1 ANNUAL IMPLEMENTATION PROGRAMS

2.1.1 Preparation

For each year of the duration of the Sector Phase-out Plan, UNDP, in cooperation with the SPPU, will prepare an Annual Implementation Program for the calendar-year period and following its review and clearance by Ozone Cell/MOEF, will submit it to the last ExCom meeting of the preceding year. Upon approval by ExCom, the annual grant tranche will be transferred from the MLF to UNDP. Disbursement of funds from UNDP will be subject to release of funds from MLF. The Annual Implementation Program will include:

- Review of the preceding year's Annual Implementation Program, detailing realization of CFC phase-out targets, progress of implementation of all activities and status of disbursements
- Monitoring indicators
- Details of activities proposed to be carried out
- Amounts and schedule of disbursements
- Request for funding allocation from annual grant tranche
- Confirmation by UNDP that the preceding year's targets have been satisfactorily met

2.1.2 Inputs from SPPU

SPPU will provide the following inputs to UNDP for the Annual Implementation Programs:

Reporting for the preceding year:

- Actual CFC phase-out achieved at enterprise level
- Agreed remedial actions for the current year, in the event CFC phase-out targets in the preceding year were not met
- Report on all other activities undertaken

Planning for the current year:

- CFC phase-out expected from participating enterprises
- Annual grant tranche for the year and budget estimates for each of the activities
- Projected disbursement schedules and amounts
- Monitoring Indicators

2.1.3 Verification and certification

By Ozone Cell/MOEF

Ozone Cell/MOEF will commission independent technical auditors, such as Chartered Engineers or similar authorized entities to verify and certify that all project inputs have been provided at enterprise level, the agreed CFC phase-out has been established and all other obligations have been met by the recipient enterprise(s). The terms of reference for such audit will be developed in consultation with UNDP.

By UNDP

UNDP shall carry out final inspection, verification and certification of the project inputs at enterprise level to establish completion of all activities and disposal of replaced CFC-based equipment and to establish that the agreed CFC phase-out has been achieved. UNDP shall also carry out independent verification and certification of all other activities envisaged in the annual implementation program.

2.2 PROCUREMENT

The international and local procurement of equipment and services required in the implementation of the Foam Sector Phase-out Plan, jointly by UNDP and SPPU, through an integrated Procurement Support Group comprising of designated representatives and experts from SPPU and UNDP. The procurement procedures are described in more detail in Annex-3. The respective distribution of responsibilities for procurement activities would be as below:

2.2.1 SPPU Responsibilities

- Preparation and finalization of terms of reference, scope, specifications of and vendor short-lists for equipment & services to be procured, in consultation with the respective recipient enterprises and with the support of designated UNDP technical experts
- Objective and transparent techno-commercial evaluation of bids received from the vendors and recommendation of the technically acceptable vendor offering the lowest prices

2.2.2 UNDP Responsibilities

- Issuance of Invitations to Bid to the short-listed vendors as advised by SPPU
- Opening of Bids and sending the bids to SPPU for evaluation
- Issuance of Purchase Orders/Contracts to the selected vendors
- Effecting payments to the selected vendors in accordance with the terms of the purchase orders/contracts, upon authorization by SPPU
- Arranging customs clearance and delivery of internationally procured equipment to the respective recipient enterprises

2.3 DISBURSEMENT

The disbursement of the funding for the Foam Sector Phase-out Plan is governed by the agreement between GOI and the Executive Committee (UNEP/OzL.Pro/ExCom/37/71). The flow of funds for the implementation of the Foam Sector Phase-out Plan is summarized below:

2.3.1 From MLF to UNDP

Upon ExCom approval of the Annual Implementation Program, the approved grant tranche for each year will be transferred from the MLF to UNDP subject to fund availability at MLF. This will include all project funds covering the incremental capital costs for the investment and policy & management support components, the approved incremental operating costs and agency fees.

2.3.2 From UNDP to SPPU

The approved funding tranche for each year, covering the Policy and Management Support Component in the Foam Sector Phase-out Plan, would be disbursed by UNDP to SPPU in accordance with UNDP financial rules and procedures, upon submission by SPPU to UNDP, the required requisitions for activities to be undertaken by SPPU under the Foam Sector Phase-out Plan. The salaries of SPPU staff and SPPU capital and operational expenses shall be disbursed by UNDP in accordance with the contractual terms and applicable UNDP rules and procedures.

2.3.3 From UNDP to Suppliers

UNDP will effect payments to international and local suppliers of equipment and services, procured under the Foam Sector Phase-out Plan, in accordance with the agreed contractual terms and in line with procurement procedures for the Foam Sector Phase-out Plan detailed in Annex-3, upon endorsement by SPPU.

2.3.4 From UNDP to Recipient Enterprises

All eligible reimbursements of expenses and eligible incremental operating costs as approved in the Foam Sector Phase-out Plan, shall be disbursed directly by UNDP to the recipient enterprises, upon receiving an endorsement from SPPU that the endorsed amounts are reasonable and eligible and that the required supporting documentation in accordance with the agreed terms between Ozone Cell/MOEF and the recipient enterprises has been provided and reviewed.

3. MONITORING & REPORTING

The Ozone Cell/MOEF will have the overall responsibility for monitoring the implementation of the Foam Sector Phase-out Plan. The monitoring indicators for outputs at the national and enterprise levels would be as below:

3.1 NATIONAL LEVEL MONITORING INDICATORS

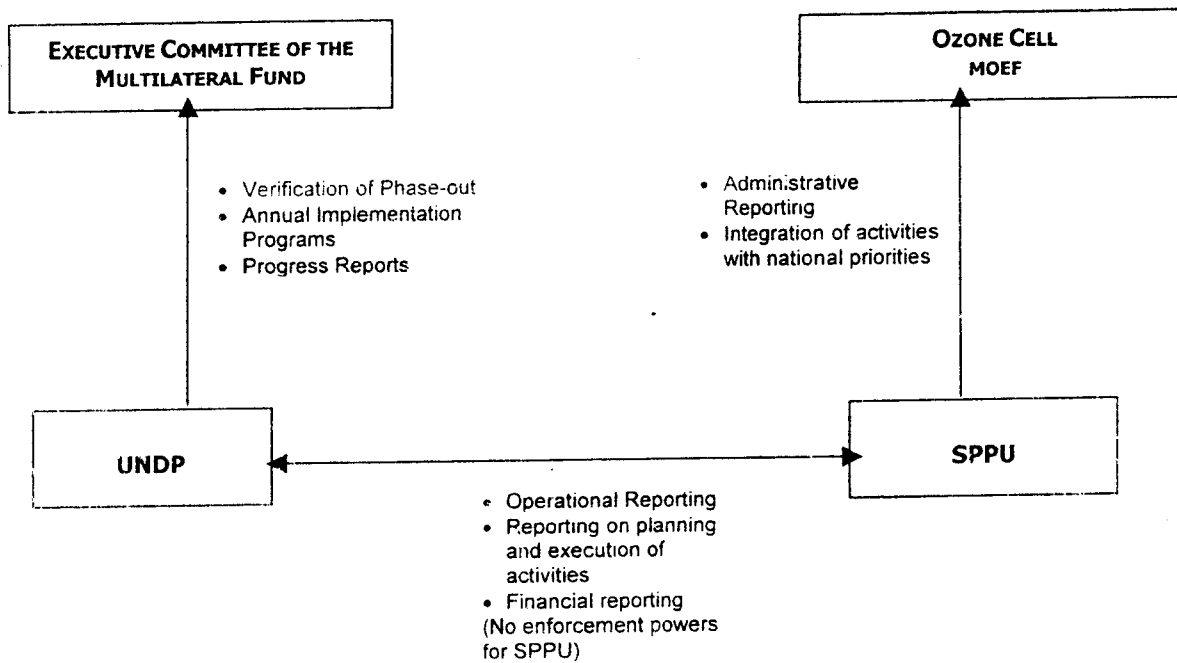
- Annual domestic production level of CFCs
- Annual domestic consumption of CFCs in the Foam Sector
- Annual maximum permissible consumption level of CFCs in the Foam Sector
- Annual CFC phase-out targets as prescribed in the Annual Implementation Program
- Annual CFC phase-out actually achieved in the Foam Sector
- Annual fund disbursements from the Sector Phase-out Plan
- Data reporting obligations under Article-7 of the Montreal Protocol
- Promulgation of any new policies and regulations pertaining to the Foam Sector phase-out Plan
- Implementation status and effectiveness of policies and regulations pertaining to the Foam Sector Phase-out Plan

3.2 ENTERPRISE LEVEL MONITORING INDICATORS

- Baseline CFC consumption figures for enterprises with ongoing (under implementation) conversion projects under the Montreal Protocol
- Baseline CFC consumption figures for enterprises participating in the Sector Phase-out Plan
- CFC phase-out targeted at enterprise levels, in the Annual Implementation Programs
- CFC phase-out achieved at enterprise level

3.3 ADMINISTRATIVE REPORTING

The following figure illustrates the proposed administrative reporting mechanism:



ANNEX-1

FORMAT FOR PARTICIPATION AGREEMENT WITH RECIPIENT ENTERPRISES TO BE COVERED UNDER THE FOAM SECTOR PHASE-OUT PLAN

Ozone Cell
Ministry of Environment & Forests
New Delhi, India

Dear Sirs,

PHASE-OUT OF CFCs IN THE MANUFACTURE OF (SUB-SECTOR) FOAM

In connection with the above we hereby confirm the following:

- a) We presently consume polyurethane chemicals in our production of (sub-sector) foam. We procure these chemicals mainly from local chemical suppliers who have been helping and advising us regarding the usage of these chemicals to enable us to maintain the properties of our end products and meet our customer's requirements economically. We understand that these polyurethane chemicals contain CFCs, which have to be phased out in future, as per international agreements.
 - b) We have been assured by our chemical suppliers that they will be able to supply us the alternative chemicals that will give us the desired quality of end products. We understand that our present technology and process may not be suitable for working with the alternative chemicals and that we may be eligible to receive equipment suitable for handling the alternative chemicals, which may be made available to us under the supervision of MOEF/UNDP.
 - c) We are agreeable to participate in a group/sectoral project covering enterprises similar to us producing foam, with the aim of phasing out CFCs. Under this project, we understand that we may be eligible to receive equipment, trial materials, training, technical assistance, etc.
 - d) We agree to accept the equipment and selected conversion technology recommended by UNDP/MOEF as per specifications to be developed by them. We also agree that MOEF/UNDP may make any required technical decisions affecting the technology selection, to ensure that project objectives are achieved and the selected technology can be applied in accordance with established industrial standards and practices for operation and environmental & occupational safety.
 - e) We understand and accept that the Government of India and UNDP will make a determination of the amount of funding we will be eligible to receive, in order to effect phase-out of CFCs.
- 2) We confirm the following baseline information about our enterprise:
- Consumption of CFC-based chemicals: _____ MT (for CY 2000)
Baseline equipment/process: Hand-mixing/Low-pressure dispenser/High-pressure dispenser
Date of Establishment/Registration:
Date of commencement of commercial production:
Name of Proprietor/Partner/Managing Director:
Address of Registered Office/Proprietor/Partner:
Address of factory where CFC phase-out will be implemented:
- 3) We hereby undertake:

- a) To bear any costs required for successful conversion to fully CFC-free technology over and above the approved funds.
- b) To discontinue the use of CFCs and to dispose all redundant baseline equipment replaced under the project, upon project completion and to allow monitoring inspections by Government of India and/or UNDP or their designated representatives during project implementation and after project completion, to verify the same.
- c) To assume all liabilities which may arise throughout the conversion process.

This letter may be treated as our formal application and confirmation of our baseline data, for seeking assistance from the Multilateral Fund of the Montreal Protocol for phasing out of CFCs in our manufacturing process.

(Signed)
Authorized Signatory

ANNEX-2

TERMS OF REFERENCE FOR SPPU STAFF

1. NATIONAL PROGRAMME MANAGER

The mandate of the Sector Phase-out Plan Unit (SPPU) to be constituted for implementation of the Foam Sector and Refrigeration (Mfg) Sector Phase-out Plans in India, would be to assist the Ozone Cell, Ministry of Environment and Forests (MOEF) and UNDP for implementation of the Plans, to be carried out through a combination of Investment and Policy & Management Support components, and to facilitate achievement of the CFC consumption and phase-out targets in these Sectors in India, in accordance with the respective agreements between Government of India and the Executive Committee of the Multilateral Fund (UNEP/OzL.Pro/ExCom/37/71, Annex-VII and UNEP/OzL.Pro/ExCom/38/70, Annex-X). UNDP is the designated implementing agency for these projects and will provide the required technical and infrastructural support for the implementation of these Plans.

Duties and responsibilities

The National Programme Manager will have overall operational responsibility for coordinating the implementation of these Plans and any other Sector Phase-out Plans approved for UNDP implementation. The National Programme Manager will be responsible for regular review and implementation of the Plans under the supervision of Director, Ozone Cell and guidance of the Regional Programme Coordinator, UNDP-MPU. The National Programme Manager shall work in close cooperation and coordination with UNDP India Country Office and UNDP international/national experts and is expected to discharge the following functions,

- a) Manage the day-to-day functioning of the SPPU.
- b) Manage and monitor activities performed by the other SPPU professional and general staff.
- c) Act as an interface between UNDP, MOEF and other relevant organizations/departments on activities relating to the SPPU.
- d) Assist Ozone Cell in verification of baseline CFC consumption levels and other information at the enterprise level and with the assistance and inputs of the international/national experts, determine the sequence of their participation.
- e) Obtain from the participating enterprises under the Plans, any required documentation or confirmations as may be advised by MOEF and UNDP in the appropriate formats.
- f) Review, on behalf of the Ozone Cell, upon request from UNDP, any documentation related to the procurement of equipment and subcontracts, such as specifications, terms of reference, shot lists of vendors, invitations to bid, evaluations of bids, etc. and endorse these documents for further processing by UNDP.
- g) With the assistance of the UNDP international/national experts, ensure proper completion of projects at enterprise-level, including CFC phase-out, destruction of baseline equipment, depletion of CFC stocks and issuance of completion documentation, etc.
- h) With the assistance and inputs of the UNDP international/national experts, prepare periodic reports for Ozone Cell to be submitted to various stakeholders including MOEF and UNDP, including the preparing annual implementation programmes, revisions of the project document, work plans, progress reports, etc., including verification of annual phase-out targets and any documentation needed by UNDP for obtaining release of annual funding tranches for these Plans.
- i) Participate in and cooperate with UNDP's periodic missions to India, participate in UNDP's tripartite review meetings, and participate in any possible auditing/evaluation tasks and visits that may be initiated under the Plans.
- j) Supervision of the public awareness and information dissemination activities, including workshops, to be carried out under the Plans
- k) Assist Ozone Cell in implementation and enforcement of policies and regulations pertaining to the implementation of the Plans, as per the ODS (Regulation) Rules, 2000.
- l) Ensure proper filing of all pertinent records, documentation and communications, to and from SPPU, relevant to the implementation of the Plans.
- m) Manage and maintain proper records of financial transactions performed by SPPU.

- n) To assist UNDP-Delhi in obtaining from MOEF any documentation as may be required, for customs clearance of equipment procured under the Plans,.
- o) Perform any other tasks as may be assigned by Ozone Cell or UNDP in context of the implementation of the Plans.

Qualifications and Experience

- A Master's degree in Environment/Life Sciences, Engineering or Chemistry is required. A Doctoral or Management degree is desirable.
- Minimum fifteen years working experience in Government, Public Sector, Multilateral Organizations or NGOs is required.
- Minimum ten years experience in management and administration of environmental projects and activities.
- Thorough knowledge and understanding of the Montreal Protocol financial mechanism and the Multilateral Fund policies, guidelines and procedures.

Salary

Negotiable based on qualifications and experience

Duration

One year (renewable)

Location

New Delhi, India

2. TECHNICAL/OPERATIONS ASSISTANT

Duties and responsibilities:

Under direct supervision of the National Program Manager of SPPU, the incumbent performs the following function:

- a) Assist the National Programme Manager with the day-to-day general implementation of the Foam and Commercial Refrigeration Phase-out Sector Plans.
- b) Preparation of files of individual enterprises for participation in the phase-out plans.
- c) Examining the documents relating to baseline equipment and technical status of the enterprises.
- d) Assist NPM in verification of CFC consumption levels at individual enterprises.
- e) Assisting in the preparation of various reports for stakeholders, including the Ozone Cell and UNDP.
- f) Assisting in review of progress in implementation of the phase-out plans.
- g) Assisting in periodic assessment of the sector phase-out programme.
- h) Assisting in organizing non-investment activities (e.g. work shops, meetings, technical assistance activities).
- i) Assist NPM in the preparation of the Annual Implementation Programme.
- j) Perform any other duties assigned by the NPM, Director (O) of Ozone Cell and Programme Officer of UNDP within the purview of the projects.
- k) Drafting of letters and technical reports.

Qualification and Experience:

- First class Master Degree in Science (Chemistry/ Physics)/BE in Chemical/Mechanical with 2 years experience in managing environmental project in private or public or government sector.
- Knowledge on environmental projects specifically polyurethane foam and commercial refrigeration and knowledge of environmental conventions are desirable. Knowledge of computer applications is essential.
- Languages : Excellent knowledge of English and Hindi.

Salary

Negotiable based on qualifications and experience

Duration

One year (renewable)

Location

New Delhi, India

3. ADMINISTRATIVE ASSISTANT

Duties and responsibilities

Under the direct supervision of the National Programme Manager of SPPU and the Ozone Cell (MoEF), the incumbent performs the following functions:-

- a) Assist the National Programme Manager with general secretarial functions to support the day-to-day operational activities in the implementation of the sector phase-out plans.
- b) Draft correspondence, reports, evaluations and justifications, as required on general administrative and specialized tasks, which may be of a confidential nature, within the assigned area of responsibility.
- c) Assist in organizing meetings and workshops, providing travel and logistics support to participants and team members as required.
- d) Distribution, draft and correct correspondence, reports, briefing and other documents.
- e) Responsible for day-to-day programme correspondence, information sharing and filing.
- f) Arrange periodic meetings with CPAs, Government officials, ensure documentation is complete, taking notes/minutes at meetings.
- g) Answer telephone queries and forward to responsible officers.
- h) Assist in organizing teleconferences and videoconferences
- i) Compile and research background material, working papers and statistical data for briefing sessions; prepare presentations.
- j) Perform other duties as requested from time-to-time.

Education Qualification:

University Degree. Diploma in Secretarial Practice.

Professional Experience:

At least 4-5 years secretarial and administrative experience preferably 1-2 years in environmental project of UN organization

Knowledge and skills:

Good knowledge of typing and stenography at least speed of 60 w.p.m. and 200 w.p.m., in addition to good knowledge of computing skills including MS Office. Drafting of letters is desirable

Languages:

Excellent knowledge of English and Hindi.

Salary

Negotiable based on qualifications and experience

Duration

One year (renewable)

Location

New Delhi, India

ANNEX-3

PROCUREMENT PROCEDURES

The following is a brief description of the elements of the procedural regime, which would be followed for international and local procurement of equipment and services required for the implementation of the Foam Sector Phase-out Plan:

INTRODUCTION

The procurement activities will be carried out by UNDP supported by an integrated Procurement Support Group (PSG). The PSG team will comprise of the following:

- Coordinator of the SPPU
- One designated UNDP staff experienced in procurement
- One designated UNDP international technical expert
- One designated UNDP national technical expert
- One designated UNDP program staff

The Procurement Support Group will assist the SPPU in arranging the international and local procurement of equipment and services required for executing the Foam Sector Phase-out Plan in a transparent and accountable manner. The various procurement actions will be initiated upon signature of the project document by GOI and UNDP and receipt by UNDP of the annual disbursement tranche from MLF

INTERNATIONAL PROCUREMENT

- The technical requirements of conversion to non-CFC technology at each enterprise, would be assessed by UNDP experts. Based on the same, the scope, technical specifications of the equipment and short-list of vendors would be developed by UNDP experts. A minimum of five reputed international vendors from a minimum of three countries will be short-listed. The specifications shall be clear and unambiguous to the maximum extent possible and shall incorporate the most cost-effective technical options, required for effecting CFC phase-out. The PSG will endorse the specifications and vendor short-lists.
- Concurrence of the recipient enterprises, to the specifications and vendor short-lists may be obtained by SPPU to the extent possible.
- The SPPU will formally forward the specifications and vendor short-lists to UNDP's procurement office.
- UNDP's procurement office will issue the Invitations to Bid (ITB) to the short-listed vendors, and may at its discretion to additional vendors. The vendors shall be provided a minimum of 21 days from the date of issuance of the ITB for submitting the bids. No extensions to the date for submitting the bids will be granted under any circumstances, except Force Majeure.
- On the stipulated date of submission of the Bids, the UNDP procurement office shall conduct a public opening of bids and forward the bids to the PSG.
- The PSG will then prepare a report consisting of an objective and independent techno-commercial evaluation, analysis and comparison of the bids received and recommendation of the successful bidder. The technically acceptable bidder offering the lowest prices shall be recommended. Some of the factors to be considered in such an evaluation are, the compliance of the bid with the specifications, reliability of the supplier with regard to product quality, industry reputation and financial stability, local availability of spare parts and service, etc.
- The SPPU will formally forward the bid evaluation report(s) along with recommendations to UNDP's procurement office.
- UNDP's procurement office will issue the purchase order/contract to the recommended vendor.

LOCAL PROCUREMENT

All procedures would be similar to international procurement with the following exceptions:

- The vendor short-list will comprise of a minimum of three reputed indigenous vendors
- The vendors shall be provided a period of minimum of fifteen days from the date of issuance of the ITB, for submission of bids

Standard annex to sub-programme documents for use in countries, which are not party to the Standard Basic Assistance Agreement (SBAA).

1. The standard text below must be attached to and will become an integral part of every sub-programme document to be signed by a Government, which has not yet signed the SBAA. The attachment of annex is a pre-condition to the approval of any new sub-programme in those countries, whether the approval takes place at headquarters of the field. It is the Resident Representative's responsibility to ensure that annexe is incorporated in all sub-programme documents prior to signature by the Government.
2. The regional bureaux are responsible for monitoring adherence to this required procedur . If a country refuses to sign the annex, this becomes a matter of policy that must be refereed to the Administrator.
3. Subsection 2.0, below, lists that Government, which have signed the SBAA. The standard annex to the sub-programme document set out below is required only if the country does not appear on this list.

1.0 Standard Text: Supplemental Provisions to the Sub-programme
Document: The legal context

General responsibilities of the Government, UNDP and the executing agency

1. All phase and aspects of UNDP assistance to this sub-programme shall be governed by and carried out in accordance with the relevant and applicable resolutions and decisions of the competent United Nations organs and in accordance with UNDP policies and procedures for such sub-programmes, and subject to the requirements under UNDP Monitoring, Evaluation and Reporting System.
2. The Government shall remain responsible for this UNDP-assisted development sub-programme and the realisation of its objectives as described in this Sub-programme Document.
3. Assistance under this sub-programme document being provided for the benefit of the Government and the people of (the particular country or territory), the Government shall bear all risks of operations in respect of this sub-programme.
4. The Government shall provide to the sub-programme the national counterpart personnel training facilities, land, buildings, equipment and other required services and facilities. It shall designate the Government Co-operating Agency named in the cover page of this document (hereinafter referred to as the "Co-operations Agency"), which shall be directly responsible for the implementation of the Government contribution to the sub-programme.
5. The UNDP undertakes to complement and supplement the Government participation and will provide through the Executing Agency the required expert services, training, equipment and other services within the funds available to the sub-programme.

6. Upon commencement of the sub-programme the Executing Agency shall assume the responsibility for sub-programme execution and shall have the status of an independent contractor for this purpose. However, that primary responsibility shall be exercised in consultation with UNDP and in agreement with the Co-operating Agency Arrangements to this effect shall be stipulated in the Sub-programme Document as well as for the transfer of this responsibility to the Government or to an entity designated by the Government during the execution of the sub-programme.

7. Part of the Government's participation may take the form of cash contribution to UNDP. In such cases, the Executing Agency will provide the related services and facilities and will account annually to the UNDP and to the Government for expenditure incurred.

(a) Participation of the Government

1. The Government shall provide to the sub-programme the services, equipment and facilities in the quantities and at the time specified in the Sub-programme Document. Budgetary provision, either in kind or in cash, for the Government's participation so specified shall be set forth in the Sub-programme Budgets.
2. The estimated cost of items included in the Government contribution, as detailed in the Sub-programme Budget, shall be based on the best information available at the time of drafting the sub-programme proposal. It is understood that price fluctuations during the period of execution of the sub-programme may necessitate an adjustment of said contribution in monetary terms; the latter shall at all times be determined by the value of the services, equipment and facilities required for the proper execution of the sub-programme.
3. Within the given number of man-months of personnel services described in the sub-programme document, minor adjustments of individual assignments of sub-programme personnel provided by the Government, may be made in consultation with the Executive Agency, if this is found to be in the best interest of the sub-programme. UNDP shall be so informed in all instances where such minor adjustments involve financial implications.
4. The Government shall continue to pay the local salaries and appropriate allowances of national counterpart personnel during the period of their absence from the sub-programme while on UNDP fellowships.
5. The Government shall defray any customs duties and other charges related to the clearance of sub-programme equipment, its transportation, handling, storage and related expenses within the country. It shall be responsible for its installation and maintenance, insurance and replacement, if necessary, after delivery to the sub-programme site.
6. The Government shall make available to the sub-programme - subject to existing security provisions - any published and unpublished reports, maps, records and other data, which are considered necessary to the implementation of the sub-programme.
7. Patent rights, copyrights and other similar rights to any discoveries or work resulting from UNDP assistance in respect of this sub-programme shall belong to the UNDP.

Unless otherwise agreed by the parties in each case, however, the Government shall have the right to use any such discoveries or work within the country free of royalty and any charge of similar nature.

8. The Government shall assist all sub-programme personnel in finding suitable housing accommodation at reasonable rents.
9. The services and facilities specified in the Sub-programme Document which are to be provided to the sub-programme by the Government by means of a contribution in cash shall be set forth in the sub-programme Budget. Payment of this amount shall be made to the UNDP in accordance with the Schedule of Payments by the Government.
10. Payment of the above mentioned contribution to the UNDP on or before the dates specified in the Schedule of Payments by the Government is a prerequisites to the commencement or continuation of sub-programme operations.

(b) Participation of the UNDP and the executing agency

1. The UNDP shall provide to the sub-programme through the Executing Agency the services, equipment and facilities described in the Sub-programme Document. Budgetary provision for the UNDP contribution as specified shall be set forth in the Sub-programme Budget
2. The Executing Agency shall consult with the Government and UNDP on the candidature of the Sub-programme Manager* who, under the direction of the Executing Agency, will be responsible in the country for the Executing Agency's participation in the sub-programme. The Sub-programme Manager shall supervise the experts and other agency personnel assigned to the sub-programme, and the on-the-job training of national counterpart personnel. He shall be responsible for the management and efficient utilisation of all UNDP-financed inputs, including equipment provided to the sub-programme.
3. The Executing Agency, in consultation with the Government and UNDP, shall assign international staff and other personnel to the sub-programme as specified in the sub-programme Document, select candidates for fellowships and determine standards for the training of national counterpart personnel.
4. Fellowships shall be administered in accordance with the fellowship regulations of the Executing Agency.
5. The Executing Agency may, in agreement with the Government and UNDP, execute part or all of the sub-programme by subcontract. The selection of subcontractors shall be made, after consultation with the Government and UNDP, in accordance with the Executing Agency's procedures.
6. All material, equipment and supplies which are purchased from UNDP resources will be used exclusively for the execution of the sub-programme, and will remain the property of the UNDP in whose name it will be held by the Executing Agency. Equipment supplied by the UNDP shall be marked with the insignia of the UNDP and of the Executing Agency.

7. Arrangements may be made, if necessary, for a temporary transfer of custody of equipment to local authorities during the life of the sub-programme, without prejudice to the final transfer.
8. Prior to completion of UNDP assistance to the sub-programme, the Government, the UNDP and the Executing Agency shall consult as to the disposition of all sub-programme equipment provided by the UNDP. Title to such equipment shall normally be transferred to the Government, or to an entity nominated by the Government, when it is required for continued operation of the sub-programme or for activities following directly therefrom. The UNDP may, however, at its discretion, retain title to part or all of such equipment.
9. At an agreed time after the completion of UNDP assistance to the sub-programme, the Government and the UNDP, and if necessary the Executing Agency, shall review the activities continuing from or consequent upon the sub-programme with a view to evaluating its results.
10. UNDP may release information relating to any investment oriented sub-programme or potential investors, unless and until the Government has requested the UNDP in writing to restrict the release of information relating to such sub-programme.

* May also be designated Sub-programme Co-ordinator or Chief Technical Adviser, as appropriate.

Rights, Facilities, Privileges and Immunities

1. In accordance with the Agreement concluded by the United Nations (UNDP) and the Government concerning the provision of assistance by UNDP, the personnel of UNDP and other United Nations Organisation associated with the sub-programme shall be accorded rights, facilities, privileges and immunities specified in said Agreement.
2. The Government shall grant UN volunteers, if such services are requested by the Government, the same rights, facilities, privileges and immunities as are granted to the personnel of UNDP.
3. The Executing Agency's contractors and their personnel (except nationals of the host country employed locally) shall:
 - (a) Be immune from legal process in respect of all acts performed by them in their official capacity in the execution of the sub-programme;
 - (b) Be immune from national service obligations;
 - (c) Be immune together with their spouses and relatives dependent on them from immigration restrictions;
 - (d) Be accorded the privileges of bringing into the country reasonable amounts of foreign currency for the purposes of the sub-programme or for personal use of such personnel, and of withdrawing any such amounts brought into the country, or in accordance with the relevant foreign exchange regulations, such amounts as may be earned therein by such personnel in the execution of the sub-programme; and

(e) Be accord together with their spouses and relatives dependent on them the same repatriation facilities in the event of international crisis as diplomatic envoys.

4. All personnel of the Executing Agency's contractors shall enjoy inviolability for all papers a documents relating to the sub-programme.

5. The Government shall either exempt from or bear the cost of any taxes, duties, fees or levies which it may impose on any firm or organisation which may be retained by the Executing Agency and on the personnel of any such firm or organisation, except for nationals of the host country employed locally, in respect of:

(a) The salaries or wages earned by such personnel in the execution of the sub-programme;

(b) Any equipment of the sub-programme or which, after having been brought into the country, may be subsequently withdrawn therefrom;

(c) Any substantial quantities of equipment, materials and supplies obtained locally for the execution of the sub-programme, such as, for example, petrol and spare parts for the operation and maintenance of equipment mentioned under (b), above, with the provision that the types and approximate quantities to be exempted and relevant procedures to be followed shall be agreed upon with the Government and, as appropriate, recorded in the Sub-programme Document; and

(d) As in the case of concessions currently granted to UNDP and Executing Agency's personnel, any property brought, including one privately owned automobile per employee, by the firm or organisation or its personnel for their personal use or consumption or which after having been brought into the country, may subsequently be withdrawn therefrom upon departure of such personnel.

6. The Government shall ensure

(a) Prompt clearance of experts and other persons performing services in respect of this sub-programme; and

(b) The prompt release from customs of:

(i) Equipment, materials and supplies required in connection with this sub-programme; and

(ii) Property belonging to and intended for the personal use or consumption of the personnel of the UNDP, its Executing Agencies, or other persons performing services on their behalf in respect of this sub-programme, except for locally recruited personnel.

7. The privileges and immunities referred to in the paragraph above, to which firm or organisation and its personnel may be entitled, may be waived by the Executing agency where, in its opinion or in the opinion of the UNDP, the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the sub-programme or to the interest of the UNDP or the Executing Agency.

8. The Executing Agency shall provide the Government through the Resident Representative with the list of the personnel to whom the privileges and immunities enumerated above shall apply.

9. Nothing in this Sub-programme Document or Annex shall be construed to limit the rights, facilities, privileges or immunities conferred in any other instrument upon any person, natural or juridical, referred to hereunder.

Suspension or termination of assistance

1. The UNDP may be written notice to the Government and to the Executing Agency concerned to suspend its assistance to any sub-programme if in the judgement of the UNDP any circumstance arises which interferes with or threatens to integration of the successful completion of the sub-programme or the accomplishment of its purpose UNDP may, in the same or subsequent written notice, indicate the under which it is prepared to resume its assistance to the sub-programme. Any such suspension shall continue until such time as such conditions are accepted by the Government and as the UNDP shall give written notice to the Government and the Executing Agency that is prepared to resume its assistance.
2. If any situation referred to in paragraph 1, above, shall continue for a period of fourteen days after notice thereof and of suspension shall have been given by the UNDP to the Government and the Executing Agency, then at any time thereafter during the continuance thereof, the UNDP may be written notice to the Government and the Executing Agency terminate the sub-programme.
3. The provisions of this paragraph shall be without prejudice to any other rights or remedies the UNDP may have in the circumstances, whether under general principles of law or otherwise.