

DEVELOPMENT BANK OF MAURITIUS LTD / MAURICE ILE DURABLE FUND

SOLAR WATER HEATER SCHEME PHASE 2

**CONTRACT BETWEEN DEVELOPMENT BANK OF MAURITIUS LTD, SUPPLIER OF
SOLAR WATER HEATERS AND DBM FINANCIAL SERVICES LTD**

This Contract is reached between the Development Bank of Mauritius Ltd (hereinafter referred to as DBM),
(hereinafter referred to as the Supplier) and the DBM Financial Services Ltd (hereinafter referred to as DBMFS) at the date set below and bears No C/SWH2/DBM/SUP/.....

Whereas

- (a) A new Solar Water Heater Scheme Phase 2 (hereinafter referred to as SWH2) has been launched by the Maurice Ile Durable Fund (hereinafter referred to as MIDF) and shall be funded out of a budget of Rs250 Million. The SWH2 provides for a grant of Rs10,000 for purchase of a new Solar Water Heater (hereinafter referred to as SWH) to be installed at the places of residence of eligible householders. The grant shall be applicable to a new SWH of a minimum capacity of 150 litres and purchased from a supplier of SWH registered under the SWH2 with DBM.
- (b) A Memorandum of Understanding has been executed between MIDF and DBM on 27.12.2011 whereby DBM would operate SWH2 on behalf of MIDF. This includes (i) processing of the backlog of about 20,000 applications for grant from householders, which could not be accommodated under the previous Solar Water Heater Grant scheme funded by MIDF, based on particulars and criteria of SWH2; (ii) processing of new applications for grant from householders; and (iii) undertaking of registration of Suppliers of SWH for the purpose of SWH2. The conditions for registration of the Suppliers have been agreed upon by DBM and MIDF.
- (c) The Supplier is fully conversant with the objectives, particulars and criteria of SWH2, including (a) the eligibility criteria for householders to benefit the grant, (b) the procedures set by DBM or MIDF or any of its agents to operate SWH2, (c) the terms and conditions to be met by eligible householders in order to benefit the grant and the disbursement conditions, and (d) the particulars and conditions of the grant coupon. The Supplier also has to be fully conversant with any amendments which shall be brought by DBM or MIDF during the implementation of SWH2 to these particulars, criteria, procedures, terms and conditions, if deemed necessary, to consolidate SWH2. The particulars and criteria of SWH2, the terms and conditions of the grant, and the particulars and conditions of the grant coupon are set out in **Annex A** of this Contract.
- (d) DBM or MIDF reserves the right to amend the particulars and criteria of SWH2, the procedures set to operate SWH2, the terms and conditions of the grant, and the particulars and conditions of the grant coupon, if deemed necessary, to consolidate SWH2.

- (e) The new SWHs shall be insured against fire and allied perils, namely fire, lightning, explosion, cyclone, aircraft, riots, strikes and malicious damage, by SICOM General Insurance Ltd over a minimum period of 5 years starting as from the date of installation of the SWHs. The annual premium of the insurance cover shall be payable by the householders as detailed in **Annex B** of this Contract. DBMFS would be the agent of SICOM General Insurance Ltd for the insurance cover for the SWHs.
- (f) An application for registration as a supplier of SWH under SWH2 has been made by the Supplier with DBM on a prescribed application form whereby the Supplier has declared to accept the conditions of registration, agree and comply with the eligibility criteria for registration under SWH2.
- (g) DBM has processed the application and agrees to register the Supplier under SWH2 and to include the name of the Supplier in the list of Registered Suppliers under SWH2. The registration of the Supplier under SWH2 is subject to the following terms and conditions, which shall be binding on DBM, the Supplier and DBMFS upon execution of this Contract. The terms and conditions for registration are solely for the purpose of ensuring proper implementation of SWH2 by MIDF or any of its agents, DBM, the Supplier, DBMFS and the householders. The contents of this Contract including the terms and conditions for registration of the Suppliers have been agreed upon by DBM, DBMFS and MIDF.

Terms and Conditions for registration

1. The Supplier shall be a manufacturer or a direct importer of SWHs. The Supplier may also source its SWHs from local manufacturers of SWHs, which are not registered under SWH2 with DBM. The Supplier shall however not be a retailer/agent of another Supplier registered under SWH2 with DBM.
2. The Supplier shall comply with the requirements of the Registrar of Companies and the relevant authorities issuing the permits/licences required to carry out the business/activity of import/manufacture and sale of SWHs, including the paying of fees, and shall conform in all respects with the provisions of the Law: the Supplier shall submit evidence of same to DBM or MIDF as and when requested.
3. The Supplier shall have a proper SWH showroom, workshop for its business/activity of SWHs and also reasonable/sufficient quantity of spare parts available at all times during the whole period of the SWH2.
4. The Supplier shall abide by the procedures set by DBM or MIFD or any of its agents for the implementation of the SWH2, and any change thereof, which shall be brought to consolidate the operation of SWH2 including its control measures.

5. The Supplier shall supply householders who are eligible for the grant under SWH2 with SWHs which shall be brand new, bearing a unique serial number, and having a minimum tank capacity of 150 litres, and whose main structures and supporting frames shall be made of materials which are corrosion-proof and meet requirements detailed in **Annex C**.
6. The Supplier or its agents shall not interfere in the Bank's operations as regards new applications for grant by householders, processing of both backlog and new applications for grant from householders, completion of formalities for the offer for grant by the householders and the issue of grant coupons to the householders.
7. The Supplier shall appoint two persons/employees who shall be the Supplier's sole authorised representatives who would be entitled to liaise with the DBM with regard to any matter relating to SWH2, including the submission of duly signed and completed grant coupons for claiming the grants and collection of cheques for and on behalf of the Supplier. For this purpose, the Supplier shall fill in the full name and National Identity Card No of its authorized representatives in **Annex F - Section I** of this Contract. Should the supplier decide to change its authorised representative/s, it should give a week advance notice in writing to DBM and communicate to DBM all the details of the change including the full name and National Identity Card No of its new representative/s.
8. The Supplier shall provide to householders quotations for brand new SWHs which shall encompass the relevant technical specifications of the SWHs, including tank capacity and details of materials used for the main structures and supporting frames, and warranty provided and which shall be duly signed and dated by the Supplier's authorized representative/s.
9. The Supplier shall not indulge in any malpractice whatsoever including over-invoicing and refund of grants disbursed in its favour, or part thereof, to the householders.
10. The Supplier shall use proper and fair marketing techniques for its business/activity of SWHs: its promotion campaigns and quotations shall convey correct information to the householders, failing which the DBM shall instruct the Supplier to immediately cease such marketing techniques and promotion campaigns or stop issue of such quotations and the Supplier shall promptly abide by same unless solid and reasonable arguments, acceptable to DBM, are provided by the Supplier to affirm that the marketing techniques being used are proper and fair.
11. The Supplier shall counsel/advise the householders on the appropriate SWH system (e.g. high pressure/low pressure) which shall meet their requirements of hot water and which shall ensure optimum performance.

12. The Supplier shall deliver new SWHs of good quality and standard as per the specifications given in the quotations provided to the householders and shall install and commission the SWHs at the householders' residence within a maximum period of 4 months as from issue of the grant coupons by DBM.
13. The Supplier shall have the SWHs installed and commissioned at the householders' residence immediately upon delivery of the SWHs: for this, the Supplier shall contact the householders prior to delivery to ensure that the householders have already made provision for the required water piping system so that the SWHs can be commissioned immediately upon delivery and installation of the SWHs.
14. The Supplier shall not proceed with delivery and installation of the SWHs at the householders' residence if the householders have not made provision for the required water piping system which shall allow commissioning of the SWHs immediately upon delivery and installation.
15. The Supplier shall have the SWHs installed and commissioned under the supervision of an installer who is certified to have followed the prescribed course at the Mauritius Institute of Training and Development (MITD) or such other courses as may be approved by the sponsor, MIDF, and shall have the SWHs appropriately installed and oriented so as to achieve optimum performance. As and when required, the Supplier shall provide appropriate technical support/advice to householders. Details of the course mentioned above are given in **Annex D**.
16. MIDF or any of its agents reserves the right to monitor closely the installation of SWHs at the householders' residence.
17. The Supplier shall provide the householders a warranty for a period of at least seven (7) years for the SWH equipment as a whole, during which period the Supplier shall:
 - (a) have to ensure that the SWH is in good operational order and/or;
 - (b) as and when required, effect any repair/s which may become necessary at its (i.e the supplier's) sole costs; and/or
 - (c) provide for the replacement of the SWH in the event the SWH becomes defective beyond repairs during the first year running from the date the SWH has been duly installed and commissioned.

18. The Supplier shall provide householders with:

- (a) an “Agreement between the Supplier and the householders” in the format given in **Annex E**: this Agreement shall be entered into between the Supplier and the householders upon delivery, installation and commissioning of the SWHs;
- (b) the English version operation manuals for the Make/Model of SWHs installed, which include operation procedure, safety precautions, maintenance schedule and warranty procedure;
- (c) the contact details of its technical staff responsible for sorting out any technical problems regarding the SWHs installed, and agrees that it is its responsibility to address any queries which householders may have regarding the SWHs installed; and
- (d) adequate and prompt after-sales service, and shall maintain adequate stock of genuine spare parts within and beyond the warranty period.

19. DBM shall disburse the grants upon receipt of the duly filled and signed grant coupons from the Supplier and subject to fulfillment of the conditions stipulated in the grant coupon.

20. The Supplier shall positively and promptly respond to complaints from the householders, regarding the SWHs supplied, within a reasonable time frame to sort out any complaint/issue.

21. Any dispute between the Supplier and the householders shall be settled/remedied by the relevant body or authority, and DBM and/or MIDF shall neither be party to such dispute nor liable to either the Supplier or the householders with regard to any dispute which may arise between the Supplier and the householders.

22. The Supplier shall not enter into any arrangement or agreement with the householders which is against or which defeats or bypasses the procedures set by DBM or MIDF or any of its agents to operate SWH2.

23. The Supplier shall refund to DBM the grant of Rs10,000 disbursed in its favour in the event of any disagreement/dispute between the Supplier and the householder regarding the SWH deal resulting in the Supplier having to remove and take back the SWH installed at the householder's residence.

24. The Supplier shall provide to DBM a Performance Bond/Bank Guarantee of Rs500,000 as a security for the due performance of its (i.e the Supplier's) obligations under the present Contract. However, as and when required by DBM, the Supplier shall increase the quantum of the Performance Bond/Bank Guarantee to such amount which shall be equal to but not exceeding 5% of the sum of the quoted price of all its SWHs financed under SWH2.
25. The Supplier and its agents shall not carry out any activity, both within and outside all premises of DBM, which may disrupt the smooth implementation of SWH2 and the running of DBM's operations.
26. The Supplier shall promptly inform DBM and MIDF of any change in (a) its directorship and/or shareholding; (b) the address of its business premises; and (c) any of its sale outlets and/or showrooms and/or workshops during the warranty period.
27. The Supplier agrees to have its name included in the list of Registered Suppliers under SWH2 which shall be used in the public domain and for this purpose be published in the media, be given to householders and be made available in DBM's and/or MIDF's website. The list of Registered shall also have other basic details in the format given in **Annex F – Section II** and the Supplier shall fill in these details in the said Annex F – Section II. The publication of the Supplier's name as stated in this paragraph shall under no circumstances be construed as an endorsement and/or a warranty given by DBM and/or MIDF as to the quality of the services and/or the SWHs provided by the Supplier. It is only for the purpose of having a list of Registered Suppliers under SWH2 in order to facilitate the householders in identifying a Supplier.
28. The Supplier and/or its present and future shareholder/s and/or director/s, who shall be fit and proper persons, shall not be and/or have been:
- (a) involved in any manner whatsoever in any illegal and/or illicit transactions; and/or
 - (b) under any investigation by any institutions such as the Bank of Mauritius, the Police, ICAC, the Financial Intelligence Unit, the Financial Services Commission, the Mauritius Revenue authority; and/or
 - (c) convicted by any Court for any criminal offence and more especially in connection with forgery, fraud, corruption, malpractice or money laundering by any of the above mentioned bodies or the Police.

29. DBM or MIDF or any of its agents reserves the right to:

- (a) visit the premises of the Supplier i.e. sale outlets and/or showrooms and/or workshops at all reasonable times; and
- (b) request from the Supplier additional information and documents when required during the implementation of SWH2 and thereafter until expiry of the warranty period of seven (7) years.

30. The Supplier agrees to and shall collect the insurance premium payable by the householders for the 1st year as detailed in Annex B on behalf of DBMFS, the agent of SICOM General Insurance Ltd, from the householders, upon completion of the formalities by the householders to benefit the grant and issue of the grant coupon by DBM to the householders and prior to the delivery, installation and commissioning of the SWHs.

31. The Supplier shall not charge any commission or fee from the householders or DBM or DBMFS for collection of the insurance premium as above.

32. DBM shall, upon receipt of the duly filled and signed grant coupons from the Supplier and at the time of disbursement of the grants in favour of the Supplier, deduct the insurance premium advanced by the householders to the Supplier from the grants.

33. The Supplier shall not proceed with delivery, installation and commissioning of the SWHs if the householders fail to advance the insurance premium payable for the 1st year to the Supplier.

34. DBM shall not proceed with disbursement of the grants to the Supplier if the latter has not collected the insurance premium from the householders even if delivery, installation and commissioning of the SWHs have been carried out by the Supplier.

35. The Supplier shall promptly refund the householders the insurance premium advanced by and collected from the householders in the event:

- (a) the householders decide not to proceed with the purchase and/or installation of the SWHs; or
- (b) of suspension or revocation of the registration of the Supplier and termination of the present Contract by DBM prior to delivery, installation and commissioning of the SWHs and submission of the duly filled and signed grant coupons by the Supplier to DBM to claim the grants; or

- (c) of any disagreement/dispute between the Supplier and the householder regarding the SWH deal resulting in the Supplier having to stop the installation and/or commissioning of the SWH; or
- (d) the Supplier fails to submit the duly filled and signed grant coupons to DBM within the validity period of the grant coupons to claim the grants.

36. DBM or MIDF or DBMFS shall not be liable to either the Supplier and/or its agents/preposes and/or the householders for:

- (a) any loss, damage or cost incurred as a result of, or arising from, the supply and installation by the Supplier of SWHs which have been financed through a grant under SWH2; or
- (b) any delay resulting in the disbursement of grants by DBM; or
- (c) any prejudice or loss or inconvenience which may be caused to the Supplier in the execution of any of its (i.e the Supplier's) obligations under the present Contract for the implementation of SWH2.

37. DBM may, at any time during the period of the implementation of SWH2, acting on its own deliberate judgment either prosecute the Supplier and/or suspend and/or revoke the registration of the Supplier under SWH2 and terminate the present Contract if the Supplier fails to adhere and/or comply with any terms and conditions of the SWH2 and/or the present Contract for the proper implementation of the SWH2 and more particularly, in the event the Supplier:

- (a) ceases to operate its activity as supplier of SWHs; and/or
- (b) makes false declaration or statement in its application for registration under SWH2 or in the grant coupons returned to DBM to claim the grants; and/or
- (c) submits to DBM fake, falsified or forged documents either along with its application for registration under SWH2 or in support of the grant coupons returned to DBM to claim the grants; and/or
- (d) fails to comply with the eligibility criteria for registration under SWH2 or with any of the stipulated terms and conditions of registration in the present Contract; and/or

- (e) receives repeated genuine complaints from householders about the SWHs supplied including their installation, quality and performance; and/or
- (f) breaches any of the terms and conditions of the present Contract; and/or
- (g) is involved in any manner whatsoever in any illegal and/or illicit transactions; and/or
- (h) is under any investigations by any institution such as the Bank of Mauritius, the Police, ICAC, the Financial Intelligence Unit, the Financial Services Commission, the Mauritius Revenue Authority; and/or
- (i) is convicted by any Court for any criminal offence and more especially in connection with forgery, fraud, corruption, malpractice or money laundering by any of the above mentioned bodies or the Police; and/or
- (j) enters into receivership, voluntary or involuntary bankruptcy, liquidation or dissolution, or becomes insolvent, or enters under administration.

For the purpose of the above, (a) the implementation of SWH2 shall be until expiry of the warranty period of 7 years and (b) closure of workshop/s and/or showroom/s and/or sale outlets of the Supplier shall be considered as ceasing of its activity as Supplier of SWHs.

38. Upon suspension or revocation of the registration of the Supplier under SWH2 and/or upon the termination of the present Contract for any of the reasons set out at paragraph 37 above:

- (a) the Supplier shall forfeit the Bank Guarantee/Performance Bond provided to DBM upon suspension or revocation of its registration under SWH2; and
- (b) the Supplier shall refund to DBM all sums/grants paid to it (i.e the Supplier) by DBM; and
- (c) DBM shall take all necessary actions that it deems appropriate for the smooth implementation of SWH2, including removal of the name of the Supplier from the list of Registered Suppliers and request to householders for submission of new quotations.

39. DBM or MIDF shall not be held liable towards the Supplier and/or the householders in the event of (a) the suspension or revocation of the registration of the Supplier under SWH2; and/or (b) the termination of the present Contract for any of the reasons set out at paragraph 37 above and/or at paragraph 41 hereunder; and/or (c) forfeiture of the Performance Bond/Bank Guarantee provided by the Supplier to DBM.

40. If a dispute of any kind whatsoever arises between DBM and the Supplier in connection with, or arising out of, the present Contract or the implementation of SWH2, DBM and the Supplier shall, in the first place, attempt to settle the dispute amicably. If the matter in dispute could not be resolved amicably, it shall then be referred in writing to MIDF and the MIDF shall thereafter give notice of its (i.e MIDF's) decision to DBM and the Supplier. The said decision shall be final and binding upon DBM and the Supplier.

41. The present Contract shall terminate:

- (a) on 31 December 2019, upon expiry of the validity of the SWH2; or
- (b) upon suspension or revocation of the registration of the Supplier under SWH2 as set out at paragraph 37 above; or
- (c) upon an order of the Court rescinding and/or suspending and/or canceling the execution of the SWH2; or
- (d) in the event MIDF ceases its funding under the SWH2.

42. The Annexes to the present Contract are an integral part of the Contract.

43. The date of operation of this Contract shall be **26 January 2012**.

In witness whereof, the undersigned, being the representative of DBM, the Supplier and DBMFS respectively have agreed and executed this Contract on the day written above.

For and on behalf of DBM

Name:

Signature:

For and on behalf of Supplier

Name:

Signature:

Company:

For and on behalf of the DBMFS

Name:

Signature:

ANNEX A

PARTICULARS AND CRITERIA OF SWH2

1 The Scheme

1. The scheme is operated by the Development Bank of Mauritius Ltd (DBM), on behalf of the Maurice Ile Durable Fund (MIDF).
2. The scheme provides for a grant of up to Rs10,000 for purchase of a Solar Water Heater (SWH), to be installed and commissioned at the principal residence of the applicant.
3. The grant is meant only for purchase of a new SWH of a minimum capacity of 150 litres, from a supplier of SWH registered under the scheme with DBM (Registered Supplier).
4. The new SWH shall be insured against fire and allied perils (namely fire, lightning, explosion, cyclone, among others) by SICOM General Insurance Ltd over a minimum period of 5 years.

2 Eligibility of Applicant

To be eligible for the grant,

1. The applicant must be aged 18 years or over.
2. The applicant must be the owner or a tenant of the residence where the SWH will be installed.
3. The applicant must be the official CWA or CEB customer of the residence where the SWH will be installed.
4. The applicant or any other member of the residence where the SWH will be installed must not have already benefited of a grant under the previous Solar Water Heater Grant scheme funded by MIDF i.e. Solar Water Heater Scheme Phase One.
5. The applicant's name should not be included and/or mentioned in the notice sent to all financial institutions, banking and non-banking, by Bank of Mauritius, ICAC, Drug Commission and any other regulatory bodies.

3 Application under the Scheme

1. To apply for the grant, the applicant must submit the prescribed application form in original in person to the Bank. The application form must be duly filled, signed and submitted with the required supporting documents. The Bank shall neither accept nor process any application which is incomplete or does not have all supporting documents.
2. If the applicant is found to be eligible for the grant, the Bank will issue a letter of offer for the grant to the applicant. The offer for the grant shall lapse one month as from date of issue of the letter of offer.
3. The applicant must not consider the submission of an application to the Bank as a guarantee to benefit of the grant. The Bank reserves the right to reject or cancel the application should the applicant fail to meet the criteria and conditions of the scheme and the requirements of the Bank, or if instructed by the MIDF.
4. The Bank shall outright cancel the application should the applicant provide any false information/make any false declarations/submit any fake, falsified or forged documents in respect of the application to benefit of the grant, and shall reserve the right to initiate legal proceedings against the applicant in such case.

ANNEX A

TERMS AND CONDITIONS OF THE GRANT

1. Purpose of the grant

- (i) You shall purchase a new SWH of a minimum capacity of 150 litres from a supplier registered with the Bank (Registered Supplier). However the Bank does not provide any warranty as to the quality of the services to be provided and/or of the SWH to be installed/supplied for by the Registered Supplier.
- (ii) You shall submit a recent quotation in original from a Registered Supplier. The quotation shall specify the model and capacity of the SWH and the warranty offered, among others.
- (iii) The SWH shall be installed and commissioned at your principal residence. You shall submit the latest CEB or CWA bill in original on your name or your spouse's name.

2. Insurance Cover for the SWH

- (i) You shall insure the new SWH against fire and allied perils (including fire, lightning, cyclone, explosion, among others) with the SICOM General Insurance Ltd over a minimum period of 5 years starting as from the date of installation of the SWH. The annual premium payable for this insurance is Rs500 for a SWH with sum insured up to Rs50,000 and Rs800 for a SWH with sum insured above Rs50,000 up to Rs100,000.
- (ii) You shall advance the premium payable for the 1st year to the Registered Supplier upon completion of the formalities for this offer for grant and issue of the grant coupon by the Bank, and prior to delivery, installation and commissioning of the SWH by the Registered Supplier. As regards the premium payable for the remaining years, SICOM General Insurance Ltd shall notify you for payment of same as and when the premium will be due.

You may please note that the Registered Supplier has agreed (a) to collect the premium payable for the 1st year on behalf of DBM Financial Services Ltd, an agent of SICOM General Insurance Ltd, and (b) not to charge any commission or fee from you for same, as per Contract reached between the Bank and the Registered Supplier.

- (iii) The Registered Supplier will not proceed with delivery, installation and commissioning of the SWH if you fail to advance the premium payable for the 1st year to the Registered Supplier.
- (iv) The Bank will not proceed with disbursement of the grant if you fail to advance the insurance premium payable for the 1st year to the Registered Supplier even if delivery, installation and commissioning of the SWH is carried out by the Registered Supplier.

3. Grant Coupon

- (i) The Bank shall issue a grant coupon on the name of the Registered Supplier whose official quotation you have submitted. The Registered Supplier shall thereafter proceed with delivery, installation and commissioning of the SWH at your principal residence, after having collected the insurance premium payable for the 1st year from you as per 2 (ii) above. Upon completion of same, the Registered Supplier shall return the grant coupon, duly filled and signed by you and the Registered Supplier, to the Bank to

claim the grant. The grant coupon shall be accompanied by receipt/s evidencing part-payment by you of any amount over and above the grant approved.

- (ii) The issue of the grant coupon shall be subject to completion of formalities for the present offer prior to its expiry date. The formalities include (a) signature of the present letter by you and your spouse, if applicable, to confirm your acceptance of and agreement to the present offer, (b) submission of the latest CEB or CWA bill in original on your name or your spouse's name, and (c) submission of a recent quotation in original for the purchase of a new SWH of a minimum capacity of 150 litres from a Registered Supplier.
- (iii) If you wish to change the Supplier after issue of the grant coupon, you will have to (a) make a request in writing for same, (b) return the original of the issued grant coupon, and (c) submit a recent quotation in original from another Registered Supplier. The Bank shall consider your request provided that it is made within the validity period of the issued grant coupon. A fee of Rs500 shall be applicable for the change of Supplier.

Upon approval of the change of Supplier and payment of the fee of Rs500, the Bank shall issue a new grant coupon on the name of the new Supplier and the previously issued grant coupon shall be deemed cancelled.

- (iv) The grant coupon shall be valid for a maximum period of 4 months as from its date of issue or up to the date of closure of the scheme as shall be decided by the Bank or MIDF, whichever is earlier, and shall thereafter be considered null and void and of no effect.
- (v) In the event of suspension or revocation of the registration of the Supplier prior to delivery, installation and commissioning of the SWH and return of the duly filled and signed grant coupon to the Bank, the grant coupon shall be deemed cancelled.

4. Disbursement

- (i) The Bank or the MIDF or any of its agents may visit your principal residence to confirm delivery, installation and commissioning of the SWH, upon submission of the duly filled and signed grant coupon by the Registered Supplier to claim the grant and prior to disbursement of the grant.
- (ii) Disbursement of the grant shall be subject to compliance to Section A and Section C of the grant coupon.
- (iii) Disbursement of the grant shall be effected by way of cheque which shall be made payable to and shall be collected by the Registered Supplier.

5. Other conditions

- (i) You shall make provision for the required water piping system so that the new SWH can be commissioned immediately upon its delivery and installation by the Registered Supplier. The Registered Supplier will not proceed with delivery and installation of the SWH if you have not made provision for the required water piping system which shall allow commissioning of the SWH immediately upon its delivery and installation.

- (ii) The Bank shall not be held responsible and/or liable for any payment and advance effected by you to the Registered Supplier relating to the SWH deal in all events and in particular if (a) the Registered Supplier fails to return the duly filled and signed grant coupon to the Bank within the validity period of the grant coupon to claim the grant, resulting in the grant coupon being considered cancelled; (b) the registration of the Supplier is suspended or revoked by the Bank for failure to adhere to the terms and conditions of the Contract reached between the Bank and the Registered Supplier; and (c) the Registered Supplier refunds the grant to the Bank following disagreement between you and the Registered Supplier causing the latter to remove and take back the SWH installed at your residence.
- (iii) You shall not enter into any arrangement or agreement with the Registered Supplier which is against or which defeats or bypasses the procedures set by the Bank or the MIDF or any of its agents to operate SWH2.
- (iv) You shall not move the SWH to another residence/building without the prior approval of the Bank.
- (v) You shall not dispose of the SWH within 3 years as from the date of installation and commissioning.
- (vi) The Bank shall not consider re-financing of a SWH which you have already purchased and/or which has already been delivered or installed or commissioned at your principal residence.
- (vii) The Bank or the MIDF reserves the right to have the SWH purchased inspected by officers delegated by the Bank or the MIDF at all reasonable times, and you shall promptly allow the delegated officers access to your principal residence for the purpose of the inspection.
- (vii) You shall forfeit the grant if you fail to utilise it towards purchase, installation and commissioning of a new SWH at your principal residence; the Bank shall resort to any action which it considers fit to recover the grant.
- (vii) The Bank or the MIDF accepts no liability for any loss, damage or cost incurred as a result of, or arising from the installation of the SWH purchased at your principal residence.
- (viii) The Bank shall not be a party to any dispute which may arise between you and the Registered Supplier and the Bank shall under no circumstances be held liable for (i) any prejudice which may be caused to you through the fault, negligence and/or imprudence of the Registered Supplier and/or its agents/prepose and (ii) any dispute which may arise out of your contract/agreement with the Registered Supplier for the installation/commissioning of the SWH.

6. Expiry/Cancellation of offer of grant

- (i) The offer of grant expires on the date mentioned above in the present letter of offer.
- (ii) The Bank reserves the right to cancel the offer of grant if you fail to comply with the requirements of any of the stipulated terms and conditions of the grant and the grant coupon.
- (iii) The offer of grant shall be deemed cancelled as and when the validity period of the grant coupon lapses.

ANNEX A

PARTICULARS AND CONDITIONS OF THE GRANT COUPON

1. The Grant Coupon is issued in 1 original (for the Client/s) and 1 copy (for the Supplier) upon the Client/s' acceptance of and agreement to the terms and conditions of the grant.
2. The Supplier's copy of the Grant Coupon must be handed to the Registered Supplier which shall promptly proceed with delivery, installation and commissioning of the SWH; the Client/s' original shall be kept by the Client/s and handed, with Section C Part B duly filled and signed, to the Registered Supplier at time of and upon delivery, installation and commissioning of the SWH.
3. The Registered Supplier must be fully conversant with the terms and conditions of the grant and the Grant Coupon, and agreeable to same, to accept the Grant Coupon.
4. The Registered Supplier shall then return the duly filled and signed original Grant Coupon within its validity period mentioned at 9 below, together with receipt/s evidencing part-payment by the Client/s of any amount over and above the grant approved to the Bank, to claim the grant.
5. The Bank or the MIDF or any of its agents may visit the principal residence of the Client/s to confirm delivery, installation and commissioning of the SWH to the Client/s' satisfaction.
6. The Bank shall proceed with disbursement of the grant only if (a) the duly filled and signed original Grant Coupon and receipt/s evidencing part-payment of any amount over and above the grant approved are submitted within the validity period of the Grant Coupon; and (b) delivery, installation and commissioning of the SWH is confirmed as per 5 above.
7. It is the Client/s' sole responsibility to ensure that the SWH, conforming to the specifications as per the official quotation of the Registered Supplier, is delivered, installed and commissioned at their principal residence to their satisfaction.
8. The original Grant Coupon must be returned to the Bank if the Client/s or the Registered Supplier are not agreeable to or are unable to meet the terms and conditions of the grant and the Grant Coupon.
9. The Grant Coupon shall be valid for a maximum period of 4 months as from its date of issue or up to the date of closure of the Scheme as shall be decided by the Bank or MIDF, whichever is earlier, and shall thereafter be considered null and void and of no effect.
10. The Grant Coupon shall be deemed cancelled (a) in the event of suspension or revocation of the registration of the Registered Supplier prior to delivery, installation and commissioning of the SWH and return of the duly filled and signed Grant Coupon to the Bank; (b) if delivery, installation and commissioning of the SWH is not confirmed as per 5 above; (c) if the Client/s or the Registered Supplier fail to comply with the requirements of any of the terms and conditions of the grant and the Grant Coupon; or (d) as and when the validity period of the Grant Coupon lapses.

ANNEX B

DETAILS OF INSURANCE COVER FOR THE SWHS PROVIDED BY SICOM GENERAL INSURANCE LTD

1. **Insured** : Beneficiaries of grant under SWH2 for purchase of SWHs
2. **Type of Insurance** : Fire and Allied Perils
3. **Perils Insured** : Fire, Lightning, Explosion, Cyclone, Aircraft, Riots, Strikes, Malicious damage
4. **Period of Insurance:** 1 year as from the date of installation of the SWHs, cover renewable annually thereafter. Total period of the Insurance to be at least 5 years.
5. **Annual Premium** :
For SWHs with sum insured up to Rs50,000: Premium Rs 500
For SWHs with sum insured above Rs50,000 up to Rs100,000: Premium Rs800
The sum insured shall be the total cost of the SWH inclusive of installation fees
6. **Excess** : Rs1,000 each and every claim
7. **Policy Renewal** : SICOM General Insurance Ltd will contact all Insured Householders prior to expiry of policy to invite renewal for further 12 months period

ANNEX C

MINIMUM REQUIREMENTS OF MATERIALS CONSTITUTING THE MAIN STRUCTURES AND SUPPORTING FRAMES OF THE SWHS

Part	Material	Thickness
Inner Tank	Stainless Steel Minimum Grade 304	Minimum 0.5mm
Outer Tank	Stainless Steel Minimum Grade 304	Minimum 0.4mm
Frame	Stainless Steel Aluminium alloy Galvanized steel Coated mild steel	

ANNEX D

DETAILS OF COURSE FOR INSTALLERS OF SWHS APPROVED BY MIDF

Course Title	Course Details
Maintenance of SWHs	Duration : 5 hrs Content : Maintenance of existing SWH systems
Assembly of commercially available SWHs	Duration : 7 hrs Content : Installation, testing and commissioning of ready-made SWH systems

ANNEX E

FORMAT OF “AGREEMENT BETWEEN SUPPLIER AND HOUSEHOLDERS”

This Agreement is entered into between (hereinafter referred to as the Supplier) and Mr/Mrs/Miss..... (hereinafter referred to as the Householders).

Declaration and Agreement by the Supplier

1. The Supplier hereby declares to have delivered, installed and commissioned a new Solar Water Heater (SWH), as per its quotation dated, at the principal residence of the Householders, and confirms the specifications of the new SWH as follows:-

Make/Model:; Capacity (Litres):; Serial No:.....

2. The Supplier hereby confirms to have (a) received payment of Rs..... from the Householders for the new SWH whose quoted price is Rs.....; and (b) collected from the Householders an amount of Rs as premium for the 1st year for the insurance cover of the SWH.
3. The Supplier declares to have provided a warranty covering the new SWH system as a whole including the supporting frame, for a period of years starting as from (installation date).
4. The Supplier agrees to promptly return the duly filled and signed original Grant Coupon to Development Bank of Mauritius Ltd (DBM) to claim the grant, which is its sole responsibility. The Supplier also agrees that should it fail to claim the grant within the validity period of the Grant Coupon and before the date of closure of SWH2, it shall not cause the Householders to pay the cancelled grant amount of Rs10,000.

Declaration by the Householders

- 1 The Householders confirm that the new SWH, conforming to the specifications as per the quotation of the Supplier, has been delivered, installed and commissioned at their principal residence to their satisfaction.
- 2 The Householders declare to have duly filled in, signed and submitted to the Supplier the original Grant Coupon authorising the DBM to proceed with disbursement of the grant in favour of the Supplier. The Householders further declare to have submitted the original Grant Coupon within its validity period and before the date of closure of the Solar Water Heater Scheme Phase Two.

Read and agreed

Signature:; Signature/s:/.....

Name :

For and on behalf of Supplier

Householders

Date :

ANNEX F

SECTION I: AUTHORISED REPRESENTATIVES OF THE SUPPLIER

	Full Name	National Identity Card No
1		
2		

SECTION II: BASIC DETAILS OF THE SUPPLIER IN THE LIST OF REGISTERED SUPPLIERS

Name of Supplier :

Name of Contact Person :

Address of main Showroom:

.....

Telephone No :

Email Address :