

## **Annex 2**

# **BCA's PSG Pre-Approval**

## **Guide**

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### **NOTICE**

The Building and Construction Authority makes no warranty of any kind regarding this material and shall not be liable for errors contained herein or for incidental or consequential damages in connection with the use of this material.

# 1 Introduction

## 1.1 General

- 1.1.1 As part of the Productivity Solutions Grant (“**PSG**”) administered by the Building and Construction Authority (“**BCA**”) for the Built Environment sector, BCA pre-approves equipment (“**Pre-Approved Equipment**”) supplied by vendors (“**Pre-Approval Vendors**”) which may be suitable for adoption by local Small & Medium sized Enterprises (“**SMEs**”) in the Built Environment sector.
- 1.1.2 These Pre-Approved Equipment make technologies, such as construction robots, accessible to the broad base of SMEs where relevant.
- 1.1.3 Vendors with equipment which are available to be used in the industry, and which are proven to deliver productivity gains and benefits to SMEs, are invited to submit their equipment to be pre-approved under this Pre-Approval Appointment Process. The Pre-Approved Equipment will be made available to recipients of PSG, subject to any applicable terms and conditions, including any eligibility criteria.
- 1.1.4 This Pre-Approval Appointment Process (“**Pre-Approval Appointment Process**”) is aimed at providing Pre-Approved Equipment, supplied by vendors appointed as a Pre-Approval Vendor, for use in the Built Environment sector by PSG recipients.
- 1.1.5 The Pre-Approved Equipment will be listed on the [Government Business Grants Portal](#) (BGP) for SMEs in the Built Environment sector to apply for grants or other forms of support from the Government (where applicable).
- 1.1.6 The Pre-Approval Appointment Process aims to encourage vendors to enhance their equipment to achieve the required standards in terms of functionality and capability, so as to assist local SMEs to build strong digital capability and participate in the Digital Economy through the use of equipment approved under the appointment contract.
- 1.1.7 This BCA’s PSG Pre-Approval Guide (“**Guide**”) is to be read in conjunction with the Application Form, Appointment Letter, the Terms & Conditions and any other relevant documents issued by BCA in connection with the Pre-Approval Appointment Process. The Guide introduces and provides an overview of the following:
- a) The criteria and requirements for a vendor to be appointed as a Pre-Approval Vendor;

- b) The process to achieving and maintaining appointment of a Pre-Approval Vendor;  
and
- c) The obligations of a Pre-Approval Vendor.

1.1.8 This document is intended to be used primarily by vendors that wish to apply for pre-approval of equipment or have been appointed as Pre-Approval Vendors.

## 1.2 Organisation and Governance Structure

1.2.1 This Pre-Approval Appointment Process is owned and managed by BCA and is intended to facilitate the use of Pre-Approved Equipment in the Built Environment sector.

1.2.2 The overall policy of the Pre-Approval Appointment Process is set by BCA who approves the Pre-Approved Equipment.

## 2 Pre-Approval Appointment Process

### 2.1 Target Audience and Pre-Approval Criteria and Requirements

2.1.1 Vendors with advanced equipment which are available to be used in the industry and proven to deliver productivity gains and benefits to SMEs must meet the following eligibility criteria in order to be appointed as a Pre-Approval Vendor.

Advanced Equipment Criteria	Details
a) Proven productivity increase	<ul style="list-style-type: none"> <li>• At least five (5) local customers* have indicated achieving at least 30% productivity gain from using the Vendor’s equipment.</li> </ul> <p><i>* Where insufficient local customer testimonials are available, overseas customer testimonials may be provided. BCA reserves the right to make final decisions on all submitted testimonials.</i></p>
Vendor Criteria	Details
b) Proven track record	<ul style="list-style-type: none"> <li>• At least five (5) local customers* have indicated that they are satisfied with quality of the Vendor’s equipment.</li> </ul>

	<p><i>* Where insufficient local customer testimonials are available, overseas customer testimonials may be provided. BCA reserves the right to make final decisions on all submitted testimonials.</i></p>
c) Singapore registered and established	<ul style="list-style-type: none"> <li>• Vendor must be registered in Singapore and have been incorporated for a minimum of 18 months before the date the Vendor submits the Application Form.</li> </ul>
d) Adequate post-sales support to customers via on-site assistance or teleconference	<ul style="list-style-type: none"> <li>• Vendor must offer at least 8 hours x 5 weekdays of post-sales support via on-site/teleconference and be reachable 24/7 via email/contact form.</li> </ul>
e) Financially stable	<ul style="list-style-type: none"> <li>• Vendor must have a positive net equity in the latest financial year; and</li> <li>• The current ratio derived from the latest financial year (current assets divided by current liabilities) must be greater than or equal to one (1).</li> </ul>
f) Satisfactory track record with Government Agencies	<ul style="list-style-type: none"> <li>• Vendor must have satisfactory track record with Government Agencies, where applicable; and</li> <li>• Vendor must not have committed any breach or non-compliance of any contract with Government Agencies.</li> </ul>
g) Functional website	<ul style="list-style-type: none"> <li>• Vendor must provide a URL leading to a functional website.</li> </ul>

## 2.2 BCA's PSG Pre-Approval Appointment Process

2.2.1 The BCA's PSG pre-approval appointment process has the following three (3) stages:

- a) Vendor's Application;
- b) BCA's Evaluation; and
- c) BCA's Approval.

2.2.2 The Vendor who applies to be appointed as a Pre-Approval Vendor under the Pre-Approval Appointment Process ( “**Applicant**” ) shall ensure that all information provided to BCA in the Application Form and during the application process is true and correct, and must not withhold from, suppress, or misrepresent to BCA any material fact or information.

### **Stage 1 – Vendor’s Application**

2.2.3 The Applicant will need to submit the application using [BCA's PSG Pre-Approval Equipment Vendor Application Form](#) (“**Application Form**”), together with all necessary supporting documents.

### **Stage 2 – BCA’s Evaluation**

2.2.4 BCA will evaluate the completed submission based on the criteria stipulated in Clause 2.1.1 of this Guide.

2.2.5 BCA may request additional information on the Applicant’s financials, conduct interviews with the Applicant’s key management to understand its business model and the proposed equipment, and may contact the five (5) or more customers who are using or who have used the equipment to further understand and assess the equipment and/or Applicant.

2.2.6 BCA will notify and issue a notice of rejection to the Applicant if the Applicant does not meet the eligibility criteria, or if the application is incomplete (for example, if the application is lacking in any required document, or if there is a failure to meet the application deadline).

2.2.7 The Applicant may be invited by BCA to conduct an equipment demonstration session to demonstrate the use and function of the proposed equipment. The equipment demonstration session shall be concise, cover key features of the proposed equipment including how the equipment can help local SMEs improve productivity in their business operations or processes.

### **Stage 3 – BCA’s Approval**

2.2.8 Upon BCA’s decision to appoint an Applicant as a Pre-Approval Vendor, BCA shall issue an Appointment Letter to the Applicant.

2.2.9 The appointment as a Pre-Approval Vendor shall commence from the start date of the appointment as stated in the Appointment Letter.

2.2.10 The appointment as a Pre-Approval Vendor is only applicable and limited to the vendor’s sale, marketing, supply or otherwise provision of the specific version of the Pre-Approved Equipment which has been evaluated and specified in the Appointment Letter. This appointment shall not be transferrable or applicable to other equipment, or other versions of the Pre-Approved Equipment sold, marketed, supplied or otherwise provided by the Pre-Approval Vendor.

2.2.11 The appointment as a Pre-Approval Vendor or its respective Pre-Approved Equipment by BCA is not a guarantee or endorsement that the equipment provided by the Pre-Approval Vendor is fit for any purpose, and/or free from any defects and accordingly the appointment of the Pre-Approval Vendor or respective Pre-Approved Equipment shall not be taken, held out to be or marketed as such.

2.2.12 The Pre-Approval Vendor shall work with BCA, when required by BCA, to showcase its Pre-Approved Equipment. For the avoidance of doubt, any act carried out by BCA under this Clause 2.2.12 of the Guide shall not be a guarantee or endorsement that the Pre-Approved Equipment is fit for any purpose, and/or free from any defects.

### 2.3 Annual Review of the Appointment

2.3.1 During the Appointment Period, BCA will conduct a review on the Pre-Approval Vendor’s performance on an annual basis. The key assessment areas and criteria are shown in the table below.

Vendor Criteria	Details
a) Industry relevance of equipment	<ul style="list-style-type: none"> <li>Pre-Approval Vendor must have successfully sold the Pre-Approved Equipment to a minimum of three (3) customers within each annual review period. The local customers may include non-Productivity Solutions Grant (PSG) applicants.</li> </ul>
b) Financially stable	<ul style="list-style-type: none"> <li>Pre-Approval Vendor must have a positive net equity in the latest financial year; and</li> <li>The current ratio derived from the latest financial year (current assets divided by current liabilities) must be greater than or equal to one (1).</li> </ul>

Vendor Criteria	Details
c) Satisfactory track record with Government Agencies	<ul style="list-style-type: none"> <li>• Pre-Approval Vendor must have satisfactory track record with Government Agencies, where applicable; and</li> <li>• Pre-Approval Vendor must not have committed any breach or non-compliance of any contract with Government Agencies.</li> </ul>
d) No unresolved customer complaints	<ul style="list-style-type: none"> <li>• Pre-Approval Vendor must not have any unresolved complaints from their customers.</li> </ul>

2.3.2 BCA may suspend or terminate the appointment if the Pre-Approval Vendor fails to meet any of the criteria specified in Clause 2.3.1 of this Guide. To be clear, the Pre-Approval Vendor’s appointment shall continue to be effective during the annual review, subject to the terms and conditions in the Pre-Approval Agreement.

## 2.4 Change Request Process

2.4.1 If a Pre-Approval Vendor wishes to propose a change to any aspect of the Pre-Approved Equipment, including the sale, marketing, supply or provision thereof, a Pre-Approval Vendor may submit a request to BCA (which shall be known as the “**Change Request**”), and provide the reason(s) and bases for requested change. Such Change Requests will be assessed by BCA based on supporting documents provided by the Pre-Approval Vendor.

2.4.2 A Change Request is subject to approval by BCA and once approved, the changes will be published on the Government website(s).

## 2.5 Withdrawal Process

2.5.1 If an Applicant or Pre-Approval Vendor decides to withdraw its application or appointment (as the case may be), it must provide a written notification to BCA that it is withdrawing from the application and the reasons for its withdrawal. When informed of a withdrawal by the Applicant or Pre-Approval Vendor, BCA shall have the right to retain and store any information and documents received from the Applicant or Pre-Approval Vendor in the course of the Pre-Approval Appointment Process. Any fees (if any, outlined in clause 5.1.1 of the Guide) paid by the Applicant or Pre-Approval Vendor will be forfeited and the Applicant or Pre-Approval Vendor shall not be entitled to any refund.

- 2.5.2 The Applicant who has withdrawn its application may submit a new application to be appointed as a Pre-Approval Vendor at a later date, and such subsequent application shall be treated as a new application. The Applicant shall be required to undergo the entire Pre-Approval 3-stage process, including but not limited to the submission of a full set of documents and information required under the Pre-Approval Appointment Process.

### **3 Pre-Approval Vendor Obligations**

- 3.1.1 The Applicant may use the Pre-Approval Vendor status only after BCA has issued the Appointment Letter and only with effect from start date of the appointment as stated in the Appointment Letter issued by BCA. The appointment as a Pre-Approval Vendor may only be used in relation to the corresponding version of the Pre-Approved Equipment stated in the Appointment Letter.
- 3.1.2 The Pre-Approval Vendor must, to the best of its knowledge, warrant and represent that it conforms to the Pre-Approval Agreement during the Appointment Period.
- 3.1.3 The Pre-Approval Vendor shall use the corresponding version of the Pre-Approved Equipment as stated in the Appointment Letter for sales of the Pre-Approved Equipment throughout the Appointment Period.
- 3.1.4 During the Appointment Period, the Pre-Approval Vendor shall provide via self-declaration to BCA any material changes to the Pre-Approved Equipment and pricing, and its organisation (including but not limited to its corporate structure, appointment of key personnel, corporate direction and financials) that may have an impact on the Evaluation and as may be requested by BCA from time to time.
- 3.1.5 The Pre-Approval Vendor shall issue quotations in accordance with the format set out in the Appointment Letter (excluding the 'Qualifying Cost'). Additional items, discount/rebate should not be reflected in the quotations.
- 3.1.6 Apart from the Pre-Approved Equipment set out in the Appointment Letter, all other items sold, marketed or provided by the Pre-Approval Vendor must be quoted and invoiced by the Pre-Approval Vendor separately from the Pre-Approved Equipment.
- 3.1.7 At any time during the Appointment Period, BCA has the right to conduct interim Evaluations, annual review of the appointment and/or seek additional clarification to ensure that the Pre-Approval Vendor meets the Pre-Approval Requirements and all the terms and conditions in the Pre-Approval Agreement.

- 3.1.8 The Pre-Approval Vendor shall not: agree to offer or offer to its customers; agree to accept or accept from its customers; or agree to share or share with its customers, any incentives, Government grant, or part thereof. Forms of incentives may include, but are not limited to, rebates, cashbacks, gifts in kind, loans, and credit facilities.

## **4 Compliance with Terms and Conditions**

### **4.1 Issuance of Warning Letter**

- 4.1.1 BCA may issue a written warning to a Pre-Approval Vendor if the Pre-Approval Vendor breaches any of the terms and conditions in the Pre-Approval Agreement.
- 4.1.2 BCA may keep a record of the number of written warnings issued to the Pre-Approval Vendor during the Appointment Period.
- 4.1.3 When a Pre-Approval Vendor has accumulated three (3) or more written warnings issued by BCA, BCA may, in its absolute discretion, terminate the Pre-Approval Vendor's appointment with immediate effect.

### **4.2 Suspension and Termination of Appointment.**

- 4.2.1 BCA may suspend or terminate the appointment of the Pre-Approval Vendor if the Pre-Approval Vendor fails to meet any obligation or requirement in relation to the Pre-Approved Equipment, or if it has breached any of the terms and conditions in the Pre-Approval Agreement. In the event the appointment of a Pre-Approval Vendor is terminated by BCA, the Pre-Approval Vendor shall not be permitted to submit a new application under this Pre-Approval Appointment Process within a period of one (1) year from the date of termination.

## **5 Fees**

- 5.1.1 BCA reserves the right and shall have the sole discretion to impose fees in respect of the Pre-Approval Appointment Process, and if so, the Applicant or Pre-Approval Vendor shall make payment within the payment due date.

## **6 Code of Conduct**

- 6.1.1 BCA has an interest to ensure that all Pre-Approval Vendors hold themselves, at all times, to high standards of conduct. In the marketing and selling of Pre-Approved

Equipment, the Pre-Approval Vendors must not abuse their appointment status, and shall at all times conduct themselves in a manner that does not bring disrepute to and/or damage of the reputation of the Pre-Approval Appointment Process or BCA.

6.1.2 Without any limitation, Pre-Approval Vendors shall observe and comply to the following code of conduct:

- a) The Pre-Approval Vendor shall respond to customer requests and enquiries in a prompt manner and without undue delay;
- b) Where the Pre-Approval Vendor is proposing or selling an equipment (including a new version of a Pre-Approved Equipment) which is not listed in the Appointment Letter, the Pre-Approval Vendor shall disclose and expressly inform the potential customer that the equipment is not pre-approved;
- c) The Pre-Approval Vendor shall not misuse or abuse its appointment as a Pre-Approval Vendor in any manner, including but not limited to: cross-selling or bundling the Pre-Approved Equipment with another equipment or service that is not pre-approved in the Appointment Letter, unless:
  - (i) such other equipment or service is an optional purchase by the potential customer, and the provision of the Pre-Approved Equipment is not conditional on the optional purchase; and
  - (ii) the optional purchase is sold at a price which, in the sole opinion of BCA and/or any other relevant Government body, is a fair market value of such equipment or service; and
- d) The Pre-Approval Vendor shall not (i) apply or make claims for reimbursement or funding, relating to any Government grant, on behalf of its customers; (ii) or manage any contact details and email accounts provided by its customers as part of their applications for Government grants.