



**GREEN MARK INCENTIVE SCHEME
FOR EXISTING BUILDINGS AND PREMISES
(GMIS-EBP)**

**APPLICATION GUIDELINES FOR TENANTS
(2 APRIL 2018)**

**GUIDELINES FOR APPLICATION OF
GREEN MARK INCENTIVE SCHEME FOR EXISTING BUILDINGS AND PREMISES,
(GMIS-EBP) FOR TENANTS**

1.0 OBJECTIVE

- 1.1 The Green Mark Incentive Scheme for Existing Buildings and Premises (GMIS-EBP) (the “Scheme”) aims to encourage building owners and tenants to undertake Energy Improvement Works (as defined hereafter) involving the installation of energy efficient equipment approved by BCA within their premises to achieve substantial improvements in energy efficiency. It provides a cash incentive amounting to up to 50% (subject to a cap set out in para 5.0 below) of the Qualifying Costs (as defined hereafter) (excluding any tax chargeable under the Goods and Services Tax Act (Cap. 117A)) incurred solely for the purposes of energy efficiency improvements within existing premises.
- 1.2 The Scheme is targeted mainly at (a) existing private commercial buildings such as shopping malls, hotels, office buildings and other approved buildings and (b) tenanted premises such as offices, retail, restaurant and supermarkets. It is applicable only for Small and Medium Enterprise (SME) building owners and tenants, or building owners with at least 10% of its tenants who are SMEs.
- 1.3 This Application Guidelines is meant for applicants applying under the category of tenants who are SMEs.
- 1.4 The qualifying criteria and co-funding rates for tenants are categorized into (a) tenants of an office premise and (b) tenants of a retail premises, restaurant and supermarkets in all existing buildings.

2.0 DEFINITIONS & INTERPRETATIONS

2.1 In these Guidelines:-

‘Applicant’ refers to the person or legal entity who/which submits the Application.

‘Application’ means the applicant’s application to participate in the Scheme through the submission of this Application Form.

‘Application Form’ means the application form downloaded from BCA’s website (http://www.bca.gov.sg/GreenMark/others/GMISEB_applyform.pdf), and submitted by the applicant for participation in the Scheme.

‘Approved Equipment’ shall mean the equipment set out in Annex B hereto.

‘BCA’ shall mean the Building and Construction Authority.

‘Building’ shall refer to the building in which the Energy Improvement Works are to be carried out.

‘Energy Improvement Works’ in relation to the Premise shall mean energy improvement works involving the installation of Approved Equipment aimed at improving the energy efficiency of the said Premise.

‘Estimated Qualifying Costs’ means the genuine indicative estimate made and submitted by the applicant in the Application Form in relation to the estimated costs (excluding GST) to be incurred by the applicant for the purchase and installation of the Approved Equipment and procurement of Professional Services.

‘Green Mark Rating’ refers to the rating given pursuant to the Green Mark assessment conducted by BCA, based on the criteria set out in the Green Mark for Office Interior, Retail, Restaurant and Supermarket which can be found at www.bca.gov.sg/GreenMark/green_mark_criteria.html.

‘GST’ means the tax chargeable in respect of the Approved Equipment and/or Professional Services, under the GST Act.

‘GST Act’ means the Goods and Services Tax Act (Cap. 117A)

‘Premise’ and ‘Premises’ shall refer to the office, retail, restaurant and supermarket in which the energy improvement works are to be carried out

‘Professional Engineer’ means a professional engineer registered and having the practicing certificate pursuant to the Professional Engineers Act (Cap. 253)

“Professional Services” shall mean the consultancy services on the design, project management, Green Mark certification and other services with respect to the Energy Improvement Works.

‘Projected Energy Savings’ shall mean the anticipated energy savings which are anticipated to be made after the energy improvement Works.

‘Small and Medium Enterprises (SME)’ refers to companies governed by the Companies Act where (i) at least 30% of the company’s ordinary shares are held directly or indirectly by Singaporean/Singapore PR(s) and (ii) either the company’s Group annual sales turnover is not more than S\$100 million or company’s Group employment size is not more than 200 employees. Notwithstanding the above, BCA shall decide in its sole discretion whether a company/tenant is a SME.

‘Qualifying Costs’ means the actual costs (excluding GST) involved in the Energy Improvement Works which consists only of the following items:

- (a) cost of such Approved Equipment;
- (b) cost of installation of such Approved Equipment; and

(c) Professional Services.

“Tenants” refers to (a) tenants of an office premises in existing office buildings and (b) tenants of a retail premises, restaurant and supermarkets in existing buildings.

‘Total Incentive Amount’ means the total cash incentives the Applicant may receive under the Scheme, which shall be the sum derived by multiplying the Qualifying Costs by the Percentage Qualifying Costs. ‘Percentage Qualifying Costs’ shall have the meaning assigned in paragraph 5.1 of these Guidelines.

2.2 Any reference to the “Tenants” shall refer to the “Applicant” and vice versa.

3.0 ELIGIBILITY CRITERIA

3.1 To qualify for participation in this Scheme, an Applicant must submit documentary proof to BCA that his company is a SME.

3.2 In addition, the Applicant must submit documentary proof meeting the criteria below:

a) The Applicant must have a signed a valid tenancy agreement for a term of at least 2-3 years prior to the commencement of the Energy Improvement Works.

b) Applicable to either new premise setup within an existing building or premise due for renewal of tenancy agreement in the existing building. Each premise is only entitled to be accepted into the Scheme once.

c) In respect of the Green Mark Rating for the Premise,

i) the Premise must attained a Green Mark Rating within its stipulated validity period preceding the application; or

ii) the Applicant must, at the time of Application, have applied for Green Mark certification in respect of the Premise and the Green Mark assessment has not commenced or been completed, or the outcome of the Green Mark assessment has not been conveyed to the Applicant; or

iii) the Applicant must, at the time of Application, be applying simultaneously for Green Mark certification in respect of the said Premise.

And provided that the Applicant must furnish all required documentary proof of the Premise meeting the above criteria at the time of application for participation in this Scheme, and comply with the requirements set out at paragraph 3.3 below.

d) Premises under other types of tenants (Retail, Supermarket or Restaurant), the applicant must comply with this additional eligibility criteria:

(i) Install sub-metering for lightings and receptacle load

3.3 The Applicant shall duly fill in all required information in the Application Form and shall submit the Application Form to BCA with the following documents and written information:

- (a) Accounting & Corporate Regulatory Authority (ACRA) business profiles of Applicant and corporate shareholders (both direct and indirect) of Applicant.
- (b) Turnover eligibility
 - (i) If the Applicant **does not belong** to a Group of companies (includes entities where applicant has >50% shares ownership in or owned by), its individual financial statements will be used to check its Turnover eligibility.
 - (ii) If the Applicant **belongs** to a Group of companies, the consolidated financial statements of its ultimate holding company will be used to check its Turnover eligibility. In the absence of a holding company, the consolidated financial statements of the applicant company will be used to account for its subsidiaries.

Financial statements submitted for verification should be audited and no more than 18 months old at the point of submission.

Companies that are exempted from audit requirement can submit non-audited financial statements or management accounts records for verification.

- (c) Group employment size
 - (i) If the Applicant **does not belong** to a Group of companies, its declared employment size will be used to check its eligibility.
 - (ii) If the Applicant **belongs** to a Group of companies, the aggregate declared employment size of all the entities within the Group will be used to check its eligibility.
- (d) A table showing the detailed breakdown of each Energy Improvement Works and Approved Equipment, actual contract cost, consultancy services and fees.
- (e) A table showing the computation of the energy savings for the proposed energy improvement works.
- (f) Copies of all utility bills in respect of the Premise issued during the 12 months preceding the application, and certified true copy of tenancy agreement made between Applicant and Applicant's landlords, including supplemental agreements. A table showing the summary of the Premise energy consumption for the 12 months shall also be submitted. This shall be the baseline of the Premise energy consumption for the computation of the energy savings. (if applicable)

- (g) Contract documents and such other documents including Letter of Award to the contractors and Purchase Orders showing the details and costs of each of the Energy Improvement Works, which shall inter alia, act to provide evidentiary proof and/or basis of the Estimated Qualifying Costs.
- (h) Contract document stating the consultancy and professional fees between Applicant and the consultant or green consultant showing the details and cost of the consultancy services, which shall inter alia, act to provide evidentiary proof and/or basis of the Estimated Qualifying Costs.
- (i) Schedule or timelines including the dates for the start and completion for the whole Energy Improvement Works. If there are different schedules for the different works, the applicant shall submit a summary or the master schedule. The Applicant is to note that the timelines indicated by him in the Application Form shall be binding on the Applicant and any deviation from the indicated timelines shall require the prior written consent of BCA.
- (j) Such other documents as requested by BCA from time to time

3.4 Applications submitted without the required and complete supporting documents mentioned in paragraph 3.3 above, will be rejected.

3.5 The Scheme is not applicable in relation to any Energy Improvement Works or any equipment which had already commenced or already been installed before the time of application for participation in this Scheme.

3.6 BCA shall be entitled to reject any Application at its discretion notwithstanding the Applicant's compliance with this paragraph 3.0 without assigning any reason and without being liable to the Applicant in damages (direct damages, indirect damages or otherwise) or otherwise.

3.7 If BCA accepts the Application, BCA will issue a formal letter of offer (the "Letter of Offer") incorporating and / or modifying the terms herein and / or setting out further terms, and by which BCA offers the Applicant participation in the Scheme. If the Applicant wishes to accept BCA's offer as set forth in the Letter of Offer, the Applicant shall sign and return the letter of acceptance (the "Letter of Acceptance") appended to the Letter of Offer by the date stipulated in the Letter of Offer and if no stipulated date is mentioned in the Letter of Offer, a calendar month from the date of the Letter of Offer.

4.0 OBLIGATIONS OF APPLICANT

4.1 Within 12 calendar months from the receipt of the Letter of Acceptance by BCA (the "Expected Completion Date"), the Applicant shall complete the Energy Improvement Works (including testing and commissioning works) as proposed pursuant to

paragraph 3.3 above. If the Applicant is unable to complete the Energy Improvement Works by the Expected Completion Date, the Applicant may send a written request at least 14 days prior to the Expected Completion Date setting out the reasons for his inability to complete the said works by the Expected Completion Date for BCA's consideration. BCA may, at its sole discretion, consent to an extension to the Expected Completion Date by sending a written notice to the Applicant, stipulating the extended Expected Completion Date and any other terms and conditions that BCA may impose on the Applicant in consideration of BCA granting the said extension. The said further extension to be granted by BCA (if any) is purely at BCA's sole discretion and nothing contained herein shall act to impose an obligation on BCA to agree to further extend the Expected Completion Date.

4.2 From the time of the commencement of Energy Improvement Works as indicated in the Application Form submitted by the Applicant, until the expiry of 12 months from the date of the completion of the Energy Improvement Works or the disbursement, whichever is later, the Applicant shall permit BCA's designated staff to enter the Premise for the purposes of inspecting the Energy Improvement Works or the installed Approved Equipment, provided that BCA shall give 1 week's written notice of its intention to carry out such inspection.

5.0 DISBURSEMENT OF GRANTS

5.1 Subject to the Applicant complying with all the terms and conditions of these Guidelines, BCA shall, at its sole discretion disburse the Total Incentive Amount to the Applicant. The Total Incentive Amount is dependent on the Green Mark Rating achieved or to be achieved by the Applicant in regards of the Premise as indicated in his Application Form and the Aircon System Efficiency. The 'Percentage of Qualifying Costs' refers to the percentage of the Qualifying Costs, which percentages are as shown in the Table 1a and 1b below having regards to the Green Mark Rating.

Table 1a: Percentage of Qualifying Costs for Application under Green Mark for Office Interior

Green Mark Rating		EEI (kWh/m ² /yr)		Lighting Power budget (W/m ²)	Co-funding Rate
Certified & Gold	+	No requisite	+	10 or lower	40%
Gold ^{plus} or better		75 or lower		9 or lower	50%

Table 1b: Percentage of Qualifying Costs for Applications under Green Mark for Retail, Supermarket or Restaurant

Green Mark Requirement	+	Lighting Power budget (W/m ²)		Co-funding Rate
		Retail & Supermarket	Restaurant	
Certified & Gold		25 or lower	15 or lower	40%
Gold ^{plus} or better		23 or lower	13 or lower	50%

- 5.2 The Total Incentive Amount will be disbursed upon completion of the Energy Improvement Works and Green Mark certification.
- 5.3 For the disbursement, the Applicant shall submit the request/application to BCA after the completion of the Energy Improvement Works. The following list of documents and written information must be submitted together with this application: -
- (a) A table showing the approved summary of the energy improvement works and consultant services, Projected Energy Savings (in kWh), actual contract costs of the supply and installation of the energy improvement works and the consultancy services fees.
 - (b) Letter of Award issued in respect of the Premise if the same was not furnished at the time of application;
 - (c) Testing and commissioning reports showing, to BCA's satisfaction, that the Energy Improvement Works have been completed;
 - (d) Duly signed completion certificate or written document from Applicant to the contractor, stating the date of completion of the Energy Improvement Works;
 - (e) Certified true copies (to be endorsed by Applicant) of purchase orders, tax invoices, receipts of payments and / or such other documents that BCA may require showing the actual costs of the Energy Improvement Works and the Approved Equipment installed.
 - (f) Certified true copy (to be endorsed by the Applicant) of the original tax invoices of the consultancy fees and receipts of payments, which have been paid to the consultants for the Professional Services.
 - (g) BCA's Letter of Offer and Applicant's Letter of Acceptance for the Green Mark Incentive Scheme for Existing Buildings and Premises (GMIS-EBP)

- (h) Post retrofit utility bills (at least 3 months) showing the energy consumption of the Premise starting from the month after the completion of the retrofitting works

5.4 BCA reserves the right to withhold the disbursement if:-

- (a) any or all of the supporting documents mentioned in paragraph 5.3 is/are missing or not submitted; and/or
- (b) the qualifying requirements are not achieved; and/or

In the event BCA exercises its right to withhold the disbursement as described in this paragraph 5.4 or elsewhere in these Terms and Conditions and notwithstanding anything to the contrary contained herein, BCA shall not be held liable to the Applicant under any circumstance whatsoever and howsoever arising.

5.5 The disbursement shall be derived or calculated in accordance with Table 2a and 2b, and the disbursement amount shall not in any event, exceed the IA Cap listed in the tables below;

Table 2a: Disbursement amount for Application under Green Mark for **Office Interior**

Green Mark Requirement	+	EEI (kWh/m2/yr)	Lighting power budget (W/m ²)	Co-funding Rate (percentage of Qualifying Costs)	Cap on Incentive Amount ("IA Cap")
Certified & Gold		No requisite	10 or lower	40%	\$30,000
Gold ^{plus} or better		75 or lower	9 or lower	50%	\$40,000

Table 2b: Disbursement Amount for Applications under Green Mark for **Retail, Supermarket or Restaurant**

Green Mark Requirement	+	Lighting Power budget (W/m ²)		Co-funding Rate (percentage of Qualifying Costs)	Cap on Incentive Amount ("IA Cap")
		Retail & Supermarket	Restaurant		
Certified & Gold		25 or lower	15 or lower	40%	\$20,000
Gold ^{plus} or better		23 or lower	13 or lower	50%	\$30,000

6.0 SUBMISSION PROCEDURES

- 6.1 All applications should be made in the format found in GMIS-EBP (Premise Owners) Application Form and sent to:

Director
Green Building Policy Department
GREEN MARK INCENTIVE SCHEME FOR EXISTING BUILDINGS AND
PREMISES (GMIS-EBP)
c/o Building and Construction Authority
52 Jurong Gateway Road
#11-01 Singapore 608550

7.0 MISCELLANEOUS

- 7.1 The Annexes hereto form an integral part of these Guidelines. In the event of any inconsistency between the contents of the Annexes and the contents of this main document, the contents of these Guidelines shall prevail.

- 7.2 Without prejudice to the rights of BCA at common law, equity or otherwise, in the event:-

- (a) of any failure by the Applicant to discharge its obligations set out in paragraph 4 above; or
- (b) that BCA shall determine, at any time after the Applicant has accepted BCA's offer for participation in the Scheme, that any information supplied to BCA by the Applicant arising from or in connection with the Applicant's participation in the Scheme, whether in the application form or elsewhere, is false or misleading,

then BCA:-

- (i) shall, if the incentive has not been disbursed, be entitled to terminate the Applicant's participation in the Scheme and shall be under no obligation to make further payments which would otherwise be paid; and
- (ii) shall, whether or not the incentive has been disbursed, be entitled to recover from the Applicant all monies disbursed.

- 7.3 Any risk associated with and damages arising from the Applicant's participation in the Scheme shall be borne solely by the Applicant. BCA shall not be liable in contract, tort or any other cause of action for any damages, loss or expense including without limitation, direct, indirect, special or consequential damage or economic loss, however sustained by the Applicant arising out of the applicant's participation (direct or indirect) in the Scheme and/or any use (direct or indirect) of,

provision of or reliance on the Scheme or these Guidelines or any part thereof. BCA specifically excludes the same to the fullest extent permitted by law even if BCA has been advised in advance of the possibility of such damages.

- 7.4 BCA expressly disclaims any and all representations or warranty regarding the Scheme, whether express or implied, including but not limited to warranties as to accuracy, timeliness, completeness, compliance with a particular description or any implied warranty arising from the course of performance or otherwise, to the fullest extent permitted by law. BCA makes no warranty that the Scheme and/or the provision of the cash incentives thereunder will meet the requirements of the Applicant.
- 7.5 The Applicant indemnifies and keeps indemnified BCA and its servants and/or agents against all damages (including without limitation, direct, indirect, special or consequential damage or economic loss) BCA and/or its servants and/or agents may sustain or incur (including those sustained or incurred as a result of a claim by a third party against BCA or its servants and/or agents) directly or indirectly relating to or in connection with
- (a) the Applicant's breach of any terms and conditions contained herein, howsoever arising;
 - (b) any injury to or death of any person whomsoever or damage to any property whatsoever due to any act or omission of the Applicant or any party acting on behalf of the application arising out of or in any way relating to the Scheme and/or these Guidelines; and/or
 - (c) any negligence, fraud or unlawful act or omission of the Applicant or any party acting on behalf of the applicant.
- 7.6 These Guidelines shall be interpreted, construed and governed by the laws of the Republic of Singapore and all parties under the Scheme pursuant to these Guidelines submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 7.7 From the time of issuance of the Letter of Acceptance until the disbursement of the incentive, the Applicant shall:-
- (a) ensure that the Premise is used strictly for the purpose indicated in the Application Form, which in any event shall be solely for non-residential purposes;
 - (b) not to effect any change(s) in the use of the Premise without the prior written consent of the Authority; and
 - (c) remain the lessee of the Premise.

- 7.8 The Applicant shall not assign or attempt to assign or otherwise transfer any right or obligation arising out of or in relation with these Guidelines or the Scheme without the written consent of BCA.
- 7.9 Notwithstanding anything set out herein, BCA shall be entitled to amend any of the contents herein or in the annexes hereto at any time upon provision of written notice to the Applicant.
- 7.10 Time shall be of the essence in regards to the Applicant's participation in the Scheme, both as regards the dates and periods mentioned in these Guidelines and as regards any dates and periods which may be substituted for them in accordance with these terms and conditions.
- 7.11 For the purposes of the Contracts (Rights of Third Parties) Act (Chapter 53B), any agreement between BCA and the Applicant is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 7.12 The Applicant undertakes that he shall obtain all and any necessary approvals, licenses and/or permits as may be required by any relevant competent authority in regards to any and all aspects of the Premise. The Applicant further undertakes that he shall comply with all applicable codes and standards set by any relevant competent authority in respect of the design of the air-conditioning system and/or the Energy Improvement Works in relation to the Premise, which shall include without limitation engaging a Professional Engineer to endorse on the design, where necessary.
- 7.13 BCA is entitled from time to time, through its Audit Agents, to conduct ad-hoc on-site audits to ensure that the terms of **the Agreement (as defined in the Letter of Offer)** are being, or were met and that reports and all information submitted to the BCA by the grantee are accurate, correct and not misleading.
- 7.14 The grantee shall ensure that BCA's Audit Agents are given full access to all accounts, records, documents, assets and premises in connection with the grant, and shall provide BCA and its Audit Agents with all reasonable cooperation and assistance in connection with the audits.
- 7.15 The Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material breach or default of this agreement by the grantee, in which case the grantee shall reimburse BCA for all of BCA's reasonable costs incurred in connection with the audit.
- 7.16 For the purpose of this clause, the term "Audit Agents" means such auditor as may be appointed by BCA."

8.0 ENQUIRIES

For enquiries on the application, please contact the officers listed in BCA's website:
<http://www.bca.gov.sg/GreenMark/gmisebp.html>

LIST OF COMMONLY APPROVED ENERGY EFFICIENCY EQUIPMENT AND CONSULTANCY WORKS FOR GMIS-EBP (PREMISES)

- 1) Energy Efficient Lightings, e.g. T5, LEDs
- 2) Electronic and high frequency ballast
- 3) LED exit lights
- 4) Lighting Control System
- 5) Photocell Sensors linked to lightings
- 6) Motion Sensors linked to lightings
- 7) Energy Management/Monitoring System (EMS)
- 8) 3 ticks Refrigerators (Recognised under NEA's Energy Labelling, Tick Rating System)
- 9) 3 ticks Split Unit Air-Conditioners (Recognised under NEA's Energy Labelling, Tick Rating System)
- 10) Sub-metering to monitor electricity use of different services for lighting and receptacle loads
- 11) Consultancy fees for Green Mark assessment fee, Licensed Electrical Worker (LEW) and Indoor Air Quality (IAQ)

Note: Any other equipment not in the above common list will be subject to review and approval from BCA.