

Standard climate and environmental requirements for transport in City of Oslo procurements of goods and services

Annex 1 to City Government Proposition xx/24 Revised standard climate and environmental requirements for transport in City of Oslo procurements of goods and services

Guidelines for application and adjustment of the requirements

The revised standard climate and environmental requirements for transport only includes contract requirements.

Contract requirements I and II shall not be used concurrently for the same types of vehicles in individual contracts. Contract requirements III shall not be used concurrently with contract requirements I and II, unless the requirements are applied to different vehicles under the contract. Contract requirements III shall only be used where contract requirements I and II cannot be used.

In procurements that (also) include machinery, the term “machinery” must be included in the requirement text. This can be handled as follows: “vehicles and machinery” or similar phrasings.

The requirements include multiple phrasings in [brackets], e.g. “[e-bike or]”. This means that the purchaser must make a specific assessment for each individual procurement:

- In the first paragraph of requirements I: the purchaser may remove the phrasing “e-bike or” if the use of e-bikes is not a relevant option in the procurement in question.
- In the second paragraphs of requirements II: the purchaser must decide which deadline (date) to define for when zero emission/biogas vehicles must be used for the contract.
- In the second paragraphs of requirements V: the purchaser must decide which rates (amounts) to include in the contract.

Contract requirements

I. Vehicles and fuel

The Supplier commits to only use [e-bikes or] vehicles that are either zero emission vehicles (i.e. 100% battery electric or hydrogen) or biogas vehicles that, at minimum, comply with Euro 6/VI in its fulfilment of the contract (last mile).

The Supplier must at all times be able to account for which vehicles are used for specific deliveries/assignments and shall, at the Client's request, forward registration numbers for the vehicles.

If the Supplier uses hydrogen vehicles, these vehicles must use green or blue hydrogen only.

If the Supplier uses biogas-fuelled vehicles and can document that 100% pure biogas is not available, the Supplier may use gas mixtures including natural gas. The Supplier must notify the Client in writing of such occurrences without undue delay.

The Supplier must, on request, be able to present documentation that a sufficient quantity of hydrogen or biogas has been procured to fulfil the contract with the City of Oslo in the contract period. This documentation can include the following information: fuel manufacturer, fuel supplier, quantity, origin and certification.

II. Vehicles and fuels with a phase-in period

The Supplier commits to use vehicles that are either zero emission vehicles (i.e. 100% battery electric or hydrogen) or biogas vehicles that, at minimum, comply with Euro 6/VI in its fulfilment of the contract (last mile).

For vehicles with a maximum authorised mass exceeding 3.5 tonnes, the zero emission and biogas requirement takes effect on [Date].

For vehicles where a phase-in period has been defined, the Supplier commits to use vehicles compliant with, at minimum, Euro 6/VI and liquid biofuel in the phase-in period. Certified sustainable biofuels shall be used beyond turnover requirements. Biofuels based on palm oil or palm by-products must not be used.

The Supplier must at all times be able to account for which vehicles are used for specific deliveries/assignments and shall, at the Client's request, forward registration numbers for the vehicles. If the Supplier uses hydrogen vehicles, these vehicles must use green or blue hydrogen only.

If the Supplier uses biogas-fuelled vehicles and can document that 100% pure biogas is not available, the Supplier may use gas mixtures including natural gas. The Supplier must notify the Client in writing of such occurrences without undue delay.

The Supplier must, on request, be able to present documentation that a sufficient quantity of hydrogen or biogas has been procured to fulfil the contract with the City of Oslo in the contract period. This documentation can include the following information: fuel manufacturer, fuel supplier, quantity, origin and certification.

III. Biofuels

Vehicles and machinery not subject to zero emission or biogas requirements must comply with, at minimum, Euro 6/VI standards and use certified sustainable biofuels beyond turnover requirements. Biofuels based on palm oil or palm by-products must not be used.

IV. Exemptions

The Client may grant exemptions from all or part of the transport requirements if the Supplier can document that it is not practically possible to comply with the requirements. Exemption applications must be made in writing and must specify which part of the requirements the Supplier is applying to be exempted from and why it is not possible to comply with these requirements.

If an exemption is granted, Euro 6/VI or higher is preferable, and certified biofuels shall be used beyond turnover requirements. Biofuels based on palm oil or palm by-products must not be used.

V. Breach of environmental requirements

If the Supplier fails to comply with the environmental requirements, the Client may demand rectification of the breach. Throughout the period of breach, until rectification has been made, the Client may impose a daily penalty.

The daily penalty rate for minor breach of environmental requirements is NOK [xx] excl. VAT per business day. The daily penalty rate for major breach of environmental requirements, such as non-compliance with vehicle or fuel technology requirements, is NOK [xx] excl. VAT per business day. In case of repeated or material breach of environmental requirements, the Client may cancel the contract, regardless of whether the breach is rectified or whether a request for rectification has previously been made.