

Standard climate and environmental requirements in construction procurements

The City of Oslo's standard climate and environmental requirements in construction procurements include award criteria and contract requirements.

Rewards for zero emission mass hauling

1. Reward programme:

Rewards are awarded for percentage of zero emission kilometres in mass hauling during contract fulfilment. The reward programme shall not continue past 01/01/2030.

or

2. Award criteria:

Points are earned for percentage of zero emission kilometres in mass hauling offered as part of the tender.

Use of award criteria for other transport

A score is assigned for percentage of zero emission or biogas vehicles over 3.5 tonnes to be used in fulfilment of the contract. Zero emission vehicles earn a higher score than biogas vehicles.

Contract requirements

I. Zero emission construction sites

The Supplier shall ensure that construction sites are emission-free.

II. Mass hauling

The Supplier shall, at minimum, use biogas as fuel in mass hauling to and from construction sites. Fuel technology requirements apply to the full transport distance to and from the construction site, or from loading to unloading.

III. Other transport

a. For vehicles with a maximum authorised mass not exceeding 3.5 tonnes, the following applies to last mile:

1. The Supplier commits to only use zero emission or biogas vehicles in its fulfilment of the contract.

b. For vehicles with a maximum authorised mass exceeding 3.5 tonnes, the following applies to last mile:

1. The Supplier shall, at minimum, use fossil free vehicles for transport in its fulfilment of the contract.
2. By 01/01/2027, all vehicles used in fulfilment of the contract must be zero emission or biogas-fuelled.
3. All vehicles used in fulfilment of the contract must, at minimum, comply with Euro 6/VI.
4. Biofuels used in fulfilment of the contract must be certified sustainable biofuel beyond turnover requirements. Biofuels based on palm oil or palm by-products must not be used.
5. Documentation for transport deliveries must be made available upon request and must include all relevant information and the vehicle's registration number.

IV. Plan for energy and power consumption

The Supplier shall prepare a plan for energy and power consumption efficiency and management. The plan shall help ensure good progress and prevent delays. The plan should include measures for efficient recharging logistics and ensure good management of energy and power consumption.

V. Biofuel

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.

VI. Exemption clause

During the contract period, and based on a specific assessment, the Supplier may be granted an exemption from certain contract requirements. Exemptions cannot be granted where the need is due to circumstances the Supplier had or ought to have had knowledge of when they submitted their final tender.

The Supplier shall submit the application for exemption in writing to the Client without undue delay. The application shall, at minimum, include information and documentation about the following:

1. The specific machinery or vehicle the exemption is for and the specific replacement that will be used.
2. The reason(s) why it is not possible for the Supplier to comply with requirements.
3. The time period the exemption shall cover.

The Client must grant the application in writing before any exemption from contract requirements shall be deemed to have been granted.

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

VII. Documentation and reporting

a. Use of the Client's digital reporting solution:

1. The Supplier shall ensure that all machinery, including any rented machinery, used in fulfilment of the contract is connected to the Client's digital reporting solution for an overview of emissions and consumptions of machinery and vehicles.
2. The Supplier shall, at all times, ensure that all machinery is connected to the solution and that data is continuously collected from the fleet throughout the contract period.
3. The Supplier shall bear the cost of connectivity and data transfers.
4. The Supplier must register any and all new machinery added during the contract period.

b. Documentation of mass hauling:

The Supplier shall, upon request and without undue delay, present documentation or receipts for fuel purchases and weighing documents for mass hauling.

VIII. Registration in the Machinery Register

All machinery used on construction sites must be registered in the Machinery Register.

IX. Breach of contract and sanctions

Climate and environmental requirements include requirements or criteria to reduce negative climate or environmental impact from performance, or promote climate-friendly solutions, and are specified in the request for tender or the Supplier's tender.

In case of breach of the climate and environmental requirements, the Client may

- a. request that the issue be rectified or that the breach is discontinued
- b. withhold up to 1 percent of the contractual amount until the breach has been rectified or no longer an issue
- c. impose a proportionate penalty. In determining proportionality, consideration shall be given to the severity, scope, duration and impact of the breach on the Client. The Supplier's total liability for penalties for breaching climate and environmental requirements is limited to 5% of the contractual amount. This limitation of liability does not apply if the breach is due to intentional misconduct or gross negligence on the part of the Supplier
- d. require that the Supplier replace subcontractors, at the Supplier's own cost and risk, if the breach was caused by a subcontractor
- e. cancel the contract or suspend activities at the Supplier's cost and risk if the breach is deemed material, regardless of whether the breach is rectified or whether a request for rectification has previously been made. A delay on the part of the Supplier as a result of suspension of activities under this clause does not exclude the Client's right to daily penalties in accordance with the contract's clauses relating to delays
- f. request to acquire the Supplier's contracts with its subcontractors if the Client has cancelled the contract with the Supplier.

If requirements relating to the use of the Client's digital registration solution, documentation of mass hauling or registration in the Machine Register are breached, the Client may impose a penalty of NOK 1,500 per breach per day until the breach is rectified.

Any and all agreements established by the Supplier for performance of work under this contract shall include equivalent provisions.