



# Invitation to Register (ITR)

## Low Emissions Heavy Vehicle Fund Programme Suppliers

ITR released: 1 August 2024

Deadline for Questions: 1 May 2028

Deadline for Registration: 30 May 2028

# The opportunity

This ITR is issued by Energy Efficiency and Conservation Authority referred to below as “the Buyer” or “we” or “us” or “EECA”

## A bit about us

The Low Emissions Heavy Vehicle Fund (LEHVF) is a government fund of \$27.75 million to be administered by EECA. The purpose of the Fund is to provide grants to assist Customers to purchase EECA Whitelisted low emission heavy goods vehicles or approved conversions from LEHVF Programme Suppliers.

The objectives of the LEHVF are to:

- Continue to build the transport sector’s confidence to invest in the adoption of zero-emissions heavy vehicles and proven technology (plug-in diesel/electric hybrid and hydrogen/diesel dual fuel) heavy vehicles, and non-public transport buses beyond demonstration, by supporting the integration of these vehicles into their fleets.
- Gather insights into other operational barriers to widespread uptake and commercialisation, such as charging and refuelling requirements and behaviour change amongst operators.
- Provide market signals to international original equipment manufacturers (OEMs), with the intent of encouraging supply of ZEHVs and proven technology (plug-in diesel/electric hybrid and hydrogen/diesel dual fuel) heavy vehicles in New Zealand.

## What we need

We are looking to invite NZ-based suitably qualified Suppliers and vehicle Convertors of low emission heavy vehicles to join the LEHVF Programme to assist in the delivery of grant funding to vehicle purchasers.

Once approved and contracted, Suppliers and Convertors can submit eligible vehicles for approval to be added to a Whitelist to be promoted by EECA.

Suppliers/Convertors will promote the EECA grant funding opportunity to their customers and will be responsible for gaining EECA approval on individual applications, and then will receive grant funding directly from EECA.

## Programme details

Approved programme Suppliers will be required to enter a Supplier Contract with EECA.

To ensure equitable access to funding and accommodate future vehicle entry throughout the programme’s duration, caps on the total amount of available funding will be applied in each financial year. For the first year (FY 2024/25 to 30 June 2025), vehicle Suppliers and Convertors

are limited to contracting \$4 million worth of grants to 30 June 2025, and in the same period each Customer can contract up to \$1 million in grant funding. In addition, a limit of \$5 million of the total fund of \$27.75M will be available for low emissions vehicles (dual fuel/hybrid) for the life of the fund.

Grants will be awarded on a first-in, first-served basis, and payments to Suppliers and Convertors will be paid once a vehicle is registered in New Zealand or conversion is completed as appropriate.

## What we don't want

EECA will not accept registrations from:

- Applicants that do not meet the eligibility criteria,
- Applications where funding has been received from other central government sources for the same vehicle, or
- Direct applications from Customers.

Where a Respondent to this ITR identifies as more than one of a Supplier, Customer or Convertor, they should notify EECA of the intent to act in these capacities. Entities that fulfil multiple roles shall be assessed by EECA against all relevant criteria.

## What's important to us?

EECA requires Suppliers and Convertors to demonstrate the following attributes and capabilities:

- An ability and willingness to work collaboratively with EECA
- A proven track record in the heavy vehicle market, zero emission sale, manufacturing, or conversion
- Willingness and ability to collect EECA required data from their customers
- A New Zealand-based service and maintenance capability, either part of their operation or contracted to a suitable qualified third party, capable of supporting Customers around New Zealand.

Your commitment to this programme is very important to EECA. You will be the programme's representatives to Customers and your company and personnel's knowledge of the programme, professionalism and commitment to its outcome will largely determine the programme's success.

## Why should you bid?

This is an opportunity to participate in a new Government funding programme that will meet the objectives of the LEHVF.

# Section 1: Key Information

## 1.1 Context

- (a) This Invitation to Register (ITR) is an invitation to submit a Supplier registration for inclusion on the LEHVF panel, additionally providing a list of eligible vehicles to be included on the whitelist.
- (b) This ITR is a single-step open procurement process. EECA will evaluate all registrations submitted and once approved and contracted, will list available vehicles on the whitelist along with Supplier details.

## 1.2 Our timeline

Here is our timeline for this ITR (all are New Zealand times and dates):

Launch ITR on GETS .....	Thursday 1 August 2024
Initial Supplier Engagement Session .....	Tuesday 6 August 2024 at 12:00pm
Deadline for Questions .....	1 May 2028 at 12:00am
Deadline for us to answer questions .....	20 May 2028 at 12:00am
Deadline for Proposals .....	30 May 2028 at 12:00am, or earlier if the fund is exhausted
Successful Suppliers notified (indicative) .....	Within 7 working days of receipt of Proposal
Customer Vehicle Applications Open .....	September 2024
6-month Programme Review .....	March 2025
Announcement of Programme Changes .....	April 2025. Any changes will take effect from 1 July 2025.

## Supplier communications prior to Minister’s launch

Vehicle importers/suppliers/OEMs must not advertise their LEHVF application status until Minister for Energy Simeon Brown officially launches the LEHVF and whitelist in early September.

This includes any mention in mainstream media, trade publications, social media, newsletters, and any other type of external communications with customers and stakeholders. Please forward any media inquiries from now until the LEHVF’s official launch to [britt.mann@eeca.govt.nz](mailto:britt.mann@eeca.govt.nz).

Importers/suppliers/OEMs which have had vehicles approved for LEHVF whitelist inclusion cannot apply for funding until the LEHVF is officially launched in early September.

Converters can apply to have their proposed conversions approved from August 1. These applications will be approved after the LEHVF launch date. Conversions will not appear on the whitelist as they are approved on a case-by-case basis.

## Supplier and vehicle registrations

ITR applications will be assessed, and the Respondent notified within seven working days of receipt of Proposal.

During the open period of the ITR:

- (a) New entities can submit and be considered for inclusion in the scheme and have their vehicles assessed; and
- (b) Already authorised entities can apply to list new vehicles or remove existing vehicles from the whitelist.

Note that from time to time, EECA may amend the whitelist criteria. Any changes will be communicated and implemented through the EECA Website and GETS.

A 6-month programme review will take place in March 2025, any changes will be publicly communicated in April 2025 and will take effect from 1 July 2025.

This programme may be subject to change over the course of the next few years, reflecting the priority of the Government to ensure funding is appropriately targeted and maximising value for money.

## 1.3 How to contact us

Contact us through our Point of Contact:

Name: **Claire Faulk**  
Title/role: **Programme Lead, Delivery and Partnerships**  
Email address: **applications@eeca.govt.nz**

## 1.4 Developing and submitting your Proposal

- a. This is an open Invitation to Register (ITR).
- b. Take time to read and understand the ITR.
- c. Take time to understand our Requirements. These are in SECTION 2: of this document.
- d. Take time to understand how your Proposal will be evaluated. See SECTION 3: of this document.
- e. For resources on tendering visit [Procurement.govt.nz/suppliers](https://www.procurement.govt.nz/suppliers)
- f. If you have questions, ask our Point of Contact before the Deadline for Questions (see SECTION 1.3 above).
- g. To apply use the Supplier Application Form on EECA's website.
- h. Complete and sign the declaration at the end of the Response Form.
- i. Check you have provided all the necessary information in the correct format and order.
- j. Submit your Registration before the Deadline for Proposals.

## 1.5 Address for submitting your Registration

All responses must be made via through the Supplier Application Form on the EECA website.

We will not accept Registrations sent by post or delivered to our office.

Make sure you include all attachments and reference material.

## 1.6 Our Response Terms

### **ITR Terms**

By submitting a proposal, the Respondent agrees to the ITR Terms described in Section 5: ITR Terms of this document. Remember, if a Respondent commits a non-trivial breach of the ITR Terms, we may exclude them from further participation in the response process, whether or not that requirement is contractually binding.

### **Defined terms**

These are shown using capitals. You can find all definitions in Section 6: ITR Definitions of this document.

## 1.7 Later changes to the Response process

After publishing the ITR, if we need to change anything or provide additional information, we will let all Respondents know by placing a notice on GETS and on our website.

If you downloaded the ITR from GETS you will automatically receive notifications of any changes through GETS.

# Section 2: Our Requirements

## 2.1 Background

This procurement supports the Low Emissions Heavy Vehicle Fund which is a programme managed and administered by EECA.

The transport sector currently produces 47% of New Zealand's CO2 emissions, and between 1990 and 2018, domestic transport emissions increased by 90%. With transport decarbonisation playing a key role in New Zealand's progress towards our 2050 goals, the Government is extending its investment into reducing transport emissions within the transport sector. This fund sits alongside EECA's Low Emissions Transport Fund.

## 2.2 Evaluation Criteria

### Suppliers: Sellers and Converters

#### Applicant "Sellers" Eligibility Criteria

- New Zealand registered company.
- Current Registered Motor Vehicle Trader.
- Either sell or lease direct to customer (motor vehicle trader may sell the car to a leasing company rather than lease directly to end customer, in which case the contract is with the lessor).
- Physical presence and registered office in New Zealand for contact and maintenance of eligible vehicles (or a signed contract with a NZ entity with a physical NZ location and the ability to service and maintain eligible vehicles).
- At least 1 vehicle which fits the LEHVF criteria available for purchase in NZ.

#### Vehicle "Convertors" Eligibility Criteria

- NZ registered company.
- New Zealand Certificate in Heavy Automotive Engineering (Level 4)
- Proven track record<sup>1</sup> of converting heavy vehicles to Battery Electric, Hydrogen Fuel Cell, or Dual Fuel Hydrogen/Diesel (as determined by EECA).
- Physical location for maintenance of vehicles (or a signed contract with a NZ entity with a physical NZ location and the ability to service and maintain eligible vehicles).

Entities that fulfil multiple roles will be assessed by EECA on all relevant criteria.

<sup>1</sup> At least one successfully registered (approved LT400) retrofitted vehicle road legal within a 12-month period.



## **New Zero Emissions Heavy Vehicles**

### Factory Zero Emissions Heavy Vehicles

To be considered for inclusion on the whitelist as a new factory zero emissions heavy vehicles, vehicles must meet the following criteria:

- Are of class ME, NB, NC under Part 2 Table A of the Land Transport Rule: Vehicle Dimensions and Mass 2016.
- Have a GVM<sup>2</sup> of more than 5900kg

The vehicle must:

- either be a battery electric vehicle (BEV) or a hydrogen fuel cell vehicle (FCEV) fuelled exclusively with green hydrogen<sup>3</sup>.
- be commercially available in the New Zealand or overseas markets. I.e. not an initial demonstration of a vehicle.
- meet the current requirements set out in the Land Transport Rules. <https://www.nzta.govt.nz/resources/rules>
- be equipped with Electronic Stability Control, some form of Electronic Lane safety warning (e.g. Lane Keep Assist or Lane Departure Warning), and Automatic Emergency Braking.

The vehicle must not have been previously registered for road use in any country.

## **Converted Zero Emissions Heavy Vehicles - New**

To be considered for inclusion on the whitelist as a new conversion, vehicles must meet the following criteria:

- Are of class ME, NB, NC under Part 2 Table A of the Land Transport Rule: Vehicle Dimensions and Mass 2016.
- Have GVM<sup>4</sup> of more than 5900kg.
- Vehicles before converting must not have been registered in any country.

The vehicle must:

- be either a battery electric vehicle (BEV) or be a hydrogen fuel cell vehicle (FCEV) fuelled exclusively with green hydrogen.
- be commercially available in the New Zealand or overseas market.
- meet the current requirements set out in the Land Transport Rules.
- be equipped with Electronic Stability Control, some form of Electronic Lane safety warning (e.g. Lane Keep Assist or Lane Departure Warning), and Automatic Emergency Braking.

<sup>2</sup> Gross Vehicle Mass is the maximum allowable weight of the vehicle (including empty weight, payload, driver, and any fuel).

<sup>3</sup> Green hydrogen is hydrogen produced through the electrolysis of water using renewable electricity.

<sup>4</sup> Gross Vehicle Mass is the maximum allowable weight of the vehicle (including empty weight, payload, driver, and any fuel).

## Used Zero Emissions Heavy Vehicles

Converted Zero Emissions Heavy Vehicles - Used

To be considered for grant funding eligibility, vehicles must meet the following criteria:

- Are of class ME, NB, NC under Part 2 Table A of the Land Transport Rule: Vehicle Dimensions and Mass 2016.
- Have a GVM<sup>5</sup> of more than 5900kg.
- Must have only been registered in NZ, and date of first registration must fall between 1 August 2022 and 1 August 2024.

The vehicle must:

- be either a battery electric vehicle (BEV) or be a hydrogen fuel cell vehicle (FCEV) fuelled exclusively with green hydrogen.
- be commercially available in the New Zealand or overseas market.
- meet the current requirements set out in the Land Transport Rules.
- be equipped with Electronic Stability Control, some form of Electronic Lane safety warning (e.g. Lane Keep Assist or Lane Departure Warning), and Automatic Emergency Braking.

## Dual Fuel and Plug-in Hybrid Heavy Vehicles

To be considered for grant funding eligibility, vehicles must meet the following criteria:

- Are of class ME, NB, NC under Part 2 Table A of the Land Transport Rule: Vehicle Dimensions and Mass 2016.
- Have a GVM<sup>6</sup> of more than 5900kg
- Be either:
  - powered by the combustion of both diesel and an external source of green hydrogen, i.e. hydrogen must not be produced on the vehicle, or
  - be powered by both diesel and electric power, with a battery than can be externally charged. All electric hybrid systems must be permanently affixed to the vehicle, not to any trailers towed by the vehicle.
- Must be capable of at least 30% emissions reduction.
- Must have only been registered in NZ, and date of first registration must fall between 1 August 2022 and 1 August 2024.
- Must be commercially available in the New Zealand or overseas market. I.e. not an initial demonstration of a vehicle.

<sup>5</sup> Gross Vehicle Mass is the maximum allowable weight of the vehicle (including empty weight, payload, driver, and any fuel).

<sup>6</sup> Gross Vehicle Mass is the maximum allowable weight of the vehicle (including empty weight, payload, driver, and any fuel).

- Must meet the current requirements set out in the NZTA Land Transport Rules.
- Must be equipped with Electronic Stability Control, some form of Electronic Lane safety warning (e.g. Lane Keep Assist or Lane Departure Warning), and Automatic Emergency Braking.

### **Not in scope**

- Used vehicles which were zero emissions from new
- Vehicles under 5.9 tonne, for example vans
- Vehicles intended to use biofuel
- Charging or hydrogen refuelling infrastructure
- Public transport buses
- Off-road vehicles or heavy equipment
- Trailers with e-axles
- Non-plug-in diesel electric hybrids
- Other market or technical options that are not currently considered within the scope or intent of the programme.

## **2.3 Other Information**

### **Multiple roles**

Where:

- The Supplier will retain a vehicle for its own use and be the Customer, or
- The Supplier will sell a vehicle to a related company and the related company will be the Customer,
- The Recipient will need to provide EECA with a current group structure chart and evidence of costs being claimed. If intra-group costs are being claimed, then a breakdown of these will also need to be included as part of that evidence. This provision will be documented in the Customer Vehicle Application Form and the Customer Agreement and signed by EECA and the Recipient.

## 2.4 Supplier Code of Conduct

The Government is committed to sustainable and inclusive Government procurement that delivers for New Zealand and New Zealanders. This Supplier Code of Conduct outlines the expectations the Government have of Suppliers. As part of the tender process the Respondent is required to confirm that if they are successfully appointed, they will comply with the Code of Conduct.

[Supplier Code of Conduct Link](#)

## 2.5 Funding values

Vehicle conversions and new vehicle sales will not be funded retrospectively, i.e. before a Customer Vehicle Application Form has been signed. EECA will not accept registrations from any vehicle already receiving Central Government funding.

All payments will be made to the New Zealand-based entity. Vehicles must be registered in NZ within 18 months of the sale & purchase agreement to remain eligible for payment. Beyond this date, EECA may terminate the grant approval for that vehicle.

There are three Grant Level Types, which are detailed in Appendix One.

### Cap levels

The funding scheme operates as first in-first served, paid to the vehicle supplier at the point of vehicle registration in New Zealand, or in the case of conversions, the entity undertaking the conversion of the vehicle to zero-emissions.

To ensure equitable access and accommodate future vehicle entry, EECA has introduced caps on the total amount of grant funding available for both suppliers and customers. For the first year (FY 2024/25 i.e. up to 30 June 2025), the following caps will apply:

- Vehicle Suppliers/converters are limited to processing \$4 million worth of grants. This cap cannot be exceeded even if the supplier/converter is also a customer. The customer cap remains \$1m within the \$4m total.
- Customers can receive up to \$1 million in grant funding.
- Up to \$5m of the total fund will be available to low emissions vehicles (dual fuel/hybrid).

These caps are on the total funding that can be received by the approved supplier/converter, irrespective of the vehicle type/classification. At the 6-month review period, caps for subsequent financial years will be determined based on a better understanding of uptake of the scheme, along with discussion with suppliers/manufacturers to assess the potential demand they are expecting post the scheme being initiated.

## 2.6 Other tender documents

These documents are available on EECA’s website – they form part of this ITR. These include:

- a. Invitation to Register (ITR) – this document
- b. ITR Response form - Supplier Application Form available EECA’s website
- c. ITR Terms & Conditions – this document
- d. Supplier Code of Conduct
- e. Supplier Agreement
- f. Customer Vehicle Application Form (Draft) – Appendix 2 of this document

# Section 3: Our Evaluation Approach

This section sets out the Evaluation Approach that will be used to assess Proposals.

## 3.1 Initial checks

An initial review of the proposals will be undertaken by EECA to establish compliance and completeness. A compliant proposal must:

- Meet all pre-conditions.
- Sign all declaration statements.
- Pass the Declaration check.

EECA reserves the right to put aside any Registrations that are generally non-compliant or materially incomplete from further assessment. As part of the initial check a review of the preconditions will be undertaken.

Any response deemed by EECA at its sole discretion to have not meet the preconditions will be put aside from further consideration.

## 3.2 Pre-conditions

Each Registration must meet the following pre-conditions. We will not consider Registrations which fail to meet these conditions.

### # Pre-Conditions for Vehicle Supplier

1. The Respondent is a New Zealand registered business.
2. The Respondent is a Registered Motor Vehicle Trader.
3. The Respondent has a physical location in New Zealand for contact and maintenance of eligible vehicles (or a signed contract with a NZ entity with a physical NZ location and the ability to service and maintain eligible vehicles).

## # Pre-Conditions for Vehicle Converter

1. The Respondent is a New Zealand registered business.

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2. New Zealand Certificate in Heavy Automotive Engineering (Level 4) or equivalent.

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3. The Respondent has a physical location in New Zealand for contact and maintenance of eligible vehicles (or a signed contract with a NZ entity with a physical NZ location and the ability to service and maintain eligible vehicles).

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### 3.3 Evaluation criteria and methodology

All compliant responses will be evaluated on the criteria listed below:

Criterion	Weighting
<b>Pre-conditions</b> Please refer to the table in section 3.2 pre-conditions	Pass/Fail
<b>Supplier Code of conduct</b> Please refer to section 2.4 Supplier code of conduct	Pass/Fail
<b>Supplier Track Record</b>	Pass/Fail
<b>Vehicle Criteria</b>	Pass/Fail
<b>Due Diligence</b> Please refer to section 3.6	Pass/Fail

EECA will assess all compliant responses on the eligibility criteria and vehicle criteria with a ‘yes’ or ‘no’ based on the applicant’s ability to meet the requirements. Those responses that can meet these requirements will have due diligence performed and upon EECA Delegated Authority, approval will be contracted to allow for vehicles to be added to the EECA Whitelist.

The ITR will launch on 1 August. Vehicle and Supplier evaluations will be open until 30 May 2028 to allow new Suppliers and Convertors to join the programme and develop the Whitelist.

## 3.4 Clarifications

It is intended that, where appropriate, Respondents are provided an opportunity to provide clarifications, to support EECA's evaluation process. This will be in response to evident minor omissions or ambiguity in a generally compliant response.

EECA will determine whether to invite further clarifications from Respondents at its sole discretion. EECA does not intend to seek further clarifications where initial Registrations are generally non-compliant or materially incomplete or inadequate.

## 3.5 Compliance

On receipt by EECA, Registrations will be checked for compliance with the ITR conditions, including whether the Registration:

- Has arrived in advance of the ITR closing date and time.
- Meets compliance requirements i.e., format, signatures and requested attachments are provided.
- Is complete, sufficient in content/quality and/or provides a response to each component of the Response Form. If a submission is manifestly short of the required standard, a recommendation may be made that it should not proceed to the full evaluation process.
- Is relevant to the scope and/or Requirements outlined in this ITR. If a Registration is manifestly not relevant, a recommendation may be made that it should not proceed to the full evaluation process.

Conflicts of interest declared or identified by Respondents will also be considered and compared to declarations already made. Any material issues will be raised with the relevant Respondent.

At our discretion, EECA may decide to progress or not progress any non-compliant Registration to the next stage of the process.



## 3.6 Due diligence

Due diligence will be conducted on all applicants using the approved EECA Due Diligence Framework. This will cover eligibility for Suppliers, Convertors and vehicles.

Due diligence will include checks on:

- Registered Motor Vehicle Trader
- Registered company search
- WorkSafe prosecutions
- Serious Fraud Office
- Court and Judicial decisions
- General Internet Search.
- Any additional information requested by EECA.

# Section 4: Supplier Contract

## 4.1 Supplier Contract

The Supplier Agreement for this procurement is attached to this ITR.

EECA does not expect to negotiate terms and conditions with Respondents, as the agreement has been drafted to be fair to both parties. If the Supplier wishes to question or negotiate any of the terms or conditions in the proposed agreement, they are to submit so during your registration.

# Section 5: Preparing and submitting a Proposal

## 5.1 Preparing a Proposal

### a. Respondent obligations

The Respondent must:

- read the complete ITR and any additional information provided and referred to by the Buyer
- respond using the ITR Response Form provided and include all information the Buyer requests
- consider the risks and contingencies relating to the delivery of the ITR requirements and outline how it will manage those risks and contingencies
- include any assumptions, dependencies and/or qualifications in the Proposal, including anything that may limit its obligations or increase its quoted pricing or cost estimates
- obtain independent advice before submitting a Proposal (if necessary)
- make sure the Proposal is correct and the Proposal pricing is sustainable, e.g. covers the Whole- of- Life of the Contract, not just the initial term.

### b. Process acceptance

By submitting a Proposal, the Respondent accepts the ITR Terms.

### c. No obligation, no penalty

Suppliers are not expected or required to submit a Proposal in order to remain on any prequalified or registered supplier list.

## 5.2 Offer Validity Period

The Proposal must remain open for the Offer Validity Period stated in Section 1 of the ITR.

## 5.3 Respondent questions

The Respondent must make sure they understand the ITR.

If the Respondent has any questions or needs clarification, they:

- must submit questions before the Deadline for Questions (Section 1 of the ITR)
- must clearly indicate any commercially sensitive information in their questions
- may withdraw their questions at any time.

When the Buyer receives questions before the Deadline for Questions:

- The Buyer will respond on or before the Deadline for Answers.
- The Buyer may provide details of both the questions and the answers to other Respondents. In these circumstances the Buyer will summarise the questions and will not disclose the Respondent’s identity.
- Unless stated otherwise in the ITR, the Buyer will post both the questions and answers on GETS.

The Buyer will not publish the Respondent’s commercially sensitive information. However, if the Buyer considers the information to be significant for all Respondents, the Buyer may modify the question and publish both this and the answer. In that case the Buyer will first give the Respondent the opportunity to withdraw the question or remove any of their own commercially sensitive information.

## 5.4 Submitting a Proposal

The Respondent must ensure the Buyer receives the Proposal at the correct address on or before the Deadline for Proposals.

Where the ITR stipulates a ‘two-envelope’ process, the Respondent must ensure that all financial information and pricing components of the Proposal are contained either:

- in a sealed envelope, separate from the rest of the Proposal and clearly marked ‘Financial and Pricing Information’, or
- in a separate digital file from the rest of the Proposal, clearly marked ‘Financial and Pricing Information’.

After the Deadline for Proposals, the Buyer will acknowledge receipt of the Proposal.

The Respondent must ensure that all information they provide to the Buyer:

- is true, accurate and complete
- is not misleading in any material respect
- does not contain material that infringes a third party’s intellectual property rights
- is identical, if they supply both hard and soft copy Proposals.

The Buyer may rely on the Proposal and all information provided by the Respondent during the ITR process (e.g. correspondence and negotiations).

# Section 6: Assessing Proposals

## 6.1 Evaluation panel

The Buyer's evaluation panel will evaluate the Proposal. The Buyer may have different evaluation panel members for evaluating different aspects of the Proposal. The Buyer may include independent advisors as evaluation panel members to evaluate some or all aspects of the Proposal.

## 6.2 Third party information

The Buyer may request information from a third party where the Buyer considers the information may be relevant to the ITR process, excluding commercially sensitive information about pricing or contract terms.

If this occurs, the Respondent:

- authorises the Buyer to collect that information from the relevant third party (e.g. a referee or client), and authorises the third party to release it to the Buyer
- agrees the Buyer may use that information in its evaluation of the Proposal
- must ensure that all referees listed in the Proposal agree to provide a reference.

## 6.3 Clarification of Proposal

The Buyer may ask the Respondent for more information or clarification on the Proposal at any time during the ITR process.

The Buyer need not ask all Respondents for the same clarification.

The Respondent agrees to provide the information or clarification as soon as possible, in the format requested by the Buyer.

If the Respondent does not provide adequate information or clarification within a reasonable time (as determined by the Buyer), the Buyer may remove the Proposal from its evaluation process.

## 6.4 Evaluation and shortlisting of Proposal

The Buyer will evaluate the Proposal according to the Evaluation Approach (Section 3 of the ITR).

The Buyer may adjust its evaluation after considering additional information or clarification, as described in Sections 6.6 and 6.7 above.

## 6.5 Negotiations

The Buyer may invite one or more Respondents to enter into negotiations with a view to forming a contract.

During negotiations, the Buyer may:

- discontinue negotiations with one Respondent and then initiate negotiations with another Respondent
- negotiate concurrently with more than one Respondent.

If negotiating concurrently with more than one Respondent, the Buyer must:

- treat each Respondent fairly
- prepare a separate plan for each negotiation
- hold a separate negotiation meeting with each Respondent
- advise each relevant Respondent that concurrent negotiations will be carried out.

Unless the Buyer agrees otherwise, the Respondent agrees that any legally binding contract that may result from the negotiations will be essentially in the form in Section 5 of the ITR (Proposed Contract).

## 6.6 Respondent debrief

At the end of the ITR process, the Buyer will offer to debrief the Respondent. This debrief may be by letter, email, phone or a meeting.

The Respondent has 10 Business Days from the date of the Buyer's offer to accept a debrief.

The Buyer will provide the debrief within 30 Business Days from either the date of the Respondent's acceptance of a debrief, or the date the Contract is signed, whichever is later.

The debrief will:

- explain why the Proposal was successful or not successful
- explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
- indicate the Proposal's relative strengths and weaknesses
- explain, in general terms, the relative advantages of the successful Proposal
- seek to address any concerns or questions from the Respondent
- seek feedback from the Respondent on the ITR and ITR process.

## 6.7 Notification of outcome

During the 30 Business Days after the Contract has been signed, the Buyer:

- will let all unsuccessful Respondents know the name of the Successful Respondents, if any
- may make public the name and address of the Successful Respondents (if any) and any unsuccessful Respondents
- will publish a Contract Award Notice on GETS, where applicable. Contract Award Notices are available to view by the public on GETS. The Respondent may request that the Buyer withhold its address from the
- Contract Award Notice for privacy reasons. The Buyer may withhold the Respondent's address from the Contract Award Notice in a manner consistent with the Privacy Act 2020.

## 6.8 Issues and complaints

The Respondent may, in good faith, raise with the Buyer any issue or complaint about the ITR or ITR process at any time.

When this occurs:

- the Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint
- both the Respondent and the Buyer must do their best to resolve the issue or complaint
- the Buyer must not allow the issue or complaint to prejudice the Respondent's participation in the ITR process, or limit or affect the Respondent's future procurement opportunities.

## Section 7: Standard ITR Conditions

### 7.1 Buyer's Point of Contact

The Respondent must direct all ITR enquiries to the Buyer's Point of Contact in Section 1 of the ITR.

The Respondent must not approach any other employee or other representative of the Buyer, directly or indirectly, for information on any aspect of the ITR.

Only the Point of Contact, or a person authorised by the Buyer, may communicate with the Respondent on any aspect of the ITR. The Buyer will not be bound by any statement made by any other person.

The Buyer may change its Point of Contact at any time. The Buyer will notify the Respondent of any change by email or posting a notification on GETS.

If the Respondent has an existing contract with the Buyer, the Respondent must not use its business-as-usual communications to contact the Buyer regarding the ITR.

### 7.2 Conflict of Interest

The Respondent must complete the Conflict of Interest declaration in the ITR Response Form. If a joint Proposal is being submitted, each party must complete the Conflict of Interest declaration separately.

If a Conflict of Interest arises during the ITR process, the Respondent must inform the Buyer immediately.

The Buyer may exclude a Respondent from the ITR process if a material Conflict of Interest arises.

### 7.3 Ethics

The Respondent must not attempt to influence, reward or benefit any representative of the Buyer, nor offer any form of personal inducement, in relation to the ITR or the ITR process.

The Respondent must comply with the Supplier Code of Conduct issued by the Procurement Functional

Leader, and any other relevant codes of conduct listed in the ITR.

The Buyer may exclude the Respondent from the ITR process for a breach of paragraphs 6.13b, 6.13e, 6.15a or 6.15b.

To maintain a fair and ethical ITR process, the Buyer may require additional declarations or other evidence from the Respondent, or any other person, at any time.

## 7.4 Anti-collusion and bid rigging

By submitting the Proposal, the Respondent warrants that:

- the Proposal has not been prepared in collusion with a Competitor.
- it will not engage in deceptive or improper conduct during the ITR process.

## 7.5 Confidential Information

Without limiting any other confidentiality agreement between them, the Buyer and the Respondent will both take reasonable steps to protect the other party's Confidential Information.

Except as permitted by the other provisions of this Section 6.17, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.

Each party may disclose the other party's Confidential Information to anyone who is directly involved in the ITR process on that party's behalf, but only for the purpose of participating in the ITR. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else, and does not use the information for any purpose other than participating in the ITR process.

The Respondent acknowledges that the Buyer's confidentiality obligations are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention, and any other obligations imposed by law. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information, the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

The Respondent may disclose the Buyer's Confidential Information to the extent strictly necessary to comply with the law or the rules of any stock exchange on which the securities of the Respondent or any related entity are currently listed. Unless prohibited by law, the Respondent must consult with the Buyer before making such a disclosure.

The Buyer will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.



## 7.6 Costs of participating in the ITR process

Except as otherwise stated in the ITR, the Respondent must meet their own costs associated with the preparation, presentation and negotiation of the Proposal.

## 7.7 Ownership of documents

The ITR and its contents remain the property of the Buyer. All Intellectual Property rights in the ITR remain the property of the Buyer or its licensors.

The Buyer may request the immediate return or destruction of any ITR documents and any copies, in which case the Respondent must comply in a timely manner.

All documents forming part of the Proposal will, once they are delivered to the Buyer, become the property of the Buyer. The Proposal will not be returned to the Respondent.

Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors.

The Respondent grants to the Buyer a licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the ITR process, including keeping appropriate records.

## 7.8 Limited rights and obligations

Except as stated otherwise in this Section 6.20, nothing in the ITR, these ITR Terms or the ITR process creates a contract or any other legal relationship between the Buyer and Respondent, unless and until they enter into a Contract.

The following are binding on the Respondent:

- The Respondent's signed declaration (contained in the ITR Response Form).
- The Respondent's obligation under Section 6.2 to ensure the Proposal remains open for the Offer Validity Period.
- The Respondent's obligations under paragraphs 6.4d and 6.4e. Nothing in this Section 6.20 takes away from any rights or remedies the Buyer may have in relation to the Respondent's statements, representations or warranties in the Proposal or in correspondence or negotiations with the Buyer.
- The standard ITR conditions in Sections 6.13 to 6.25.

Sections 6.17 and 6.19 are binding on the Buyer.

- Where applicable, the Buyer and each Respondent are bound by any other obligation expressly identified in Section 1 of the ITR as being binding.
- All terms and other obligations that are binding on the Buyer are subject to the Buyer's additional rights in Section 6.22.

## 7.9 Exclusion from the ITR process

The Buyer may exclude the Respondent from the ITR process if the Respondent:

- has not provided requested information in the correct format
- has breached the ITR Terms and the Buyer considers the impact of the breach is more than trivial (this applies whether or not the provision in question is itself legally binding on the Recipient)
- included a material error, omission or inaccuracy in the Proposal
- is in bankruptcy, receivership or liquidation
- has made a false declaration
- has a conviction for a serious crime or offence
- has failed to pay taxes, duties or other levies
- represents a threat to national security or to confidentiality of government information, and/or

is a person or organisation designated as a terrorist by New Zealand Police.

The Buyer may exclude the Respondent from the ITR process if:

- there was a serious performance issue in a previous, or current, contract delivered by the Respondent
- the Buyer considers the integrity of the Respondent is in doubt due to the Respondent's professional misconduct or an act or omission contrary to the Supplier Code of Conduct, and/or
- the Buyer becomes aware of any other matter that materially diminishes the Buyer's trust in the Respondent.

## 7.10 Buyer's additional rights

### **a. Changes to the ITR**

The Buyer may amend, suspend, cancel or re-issue the ITR, or any part of it, so long as it notifies the Respondent.

The Buyer may change material aspects of the ITR, such as the timeline, Requirements or Evaluation Approach, provided it gives the Respondent time to respond to update its Proposal in relation to the changes.

### **b. Timeline**

The Buyer may accept a late Proposal if it is the Buyer's fault it is late, or if the Buyer considers there is no material prejudice to other Respondents in accepting a late Proposal.

The Buyer may answer a question submitted after the Deadline for Questions, and notify all Respondents about the submission of the question and the answer.

### **c. The Proposal**

The Buyer may accept or reject any Proposal, or part of a Proposal. This includes any non-compliant, non-conforming or alternative Proposal.

The Buyer may decide not to accept the lowest price conforming Proposal, unless stated otherwise in the Evaluation Approach.

### **d. ITR Process**

Subject to paragraph 6.9c, the Buyer may liaise or negotiate with any Respondent without informing, or doing the same, with any other Respondent.

The Buyer may provide Respondents with information arising from questions about the ITR.

The Buyer may withhold information arising from questions about the ITR. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.

The Buyer may waive requirements or irregularities around the ITR process if the Buyer considers it appropriate or reasonable to do so.

The Buyer may amend the Proposed Contract at any time, including during negotiations with a Respondent.

The Buyer may decide not to enter into a Contract with any Respondent.

### **e. Consortia and unbundling**

The Buyer may make its selection conditional on the Respondent agreeing to:

- the Buyer selecting the Respondent to deliver the Requirements as a joint venture or consortium with another Respondent selected by the Buyer, and/or
- the Buyer selecting individual elements of the Proposal that can be delivered separately, unless the Proposal specifically states that the Proposal, or the relevant elements, must be taken collectively.

## **7.11 New Zealand law**

The laws of New Zealand govern the ITR. Each Respondent agrees New Zealand courts have non-exclusive jurisdiction to rule in any dispute concerning the ITR or the ITR process. The Respondent agrees that it cannot bring any claim in relation to the ITR except in a New Zealand court.

## **7.12 Disclaimer**

Nothing contained or implied in the ITR, or ITR process, or any other communication by the Buyer to the Respondent is to be construed as legal, financial, or other advice.

The Buyer will endeavour to provide accurate information in any communication, but the Respondent accepts this information is not independently verified and may not be up to date.

The Buyer will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Respondent or any other person in respect of the ITR process, whether as a result of the Buyer exercising its rights under Section 6.22, the Buyer's negligence or breach of these ITR Terms, the Buyer failing to select the Respondent as the Successful Respondent, or any other cause.

To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors in connection with the ITR process, to all Respondents combined, is NZ\$5,000 or (if known and greater than \$5,000) 5% of the estimated value of the proposed Contract as determined by the Buyer prior to the release of the ITR.

The limitations and exclusions in paragraphs c and d above do not apply to any liability the Buyer may have for breach of confidentiality or infringement of the Respondent's intellectual property rights.

## 7.13 Precedence

Any conflict or inconsistency in the ITR shall be resolved by giving precedence in the following descending order:

- Section 1 of the ITR
- these ITR Terms
- all other Sections of the ITR document
- any additional information or document provided by the Buyer to Respondents through the Buyer’s Point of Contact or GETS.

If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.

## Section 8: ITR Definitions

The following definitions apply to this ITR:

**Advance Notice** A notice published by the Buyer on GETS in advance of publishing the ITR. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the ITR.

**Battery Electric Vehicle (BEV)** means a vehicle run entirely on a battery-powered electric drivetrain.

**Business Day** – Any weekday in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year’s Day.

**Buyer** – The government agency that has issued the ITR with the intent of purchasing the goods or services described in the Requirements.

**Competitors** – Any other business that is in competition with a Respondent either in relation to the goods or services sought under the ITR or in general.

**Confidential information** – Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the ITR process, where that information:

- is by its nature confidential
- is marked at the time of disclosure to the Recipient as ‘confidential’, ‘in confidence’, ‘restricted’, ‘sensitive’, ‘secret’ or ‘top secret’, and/or
- the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider.

However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.

**Conflict of Interest** – A Conflict of Interest arises if personal or business interests, relationships or obligations of the Respondent or any of its personnel do, could, or could be perceived to:

- conflict with the Respondent’s obligations to the Buyer under the ITR or in the provision of the goods or services, and/or
- call into question the independence, objectivity or impartiality of any person involved in the ITR process on behalf of the Buyer.

- A Conflict of Interest may be:
  - actual: where the conflict currently exists
  - potential: where the conflict is about to happen or could happen, or
  - perceived: where other people may reasonably think that a person is compromised.

**Contract** – Any written Contract entered into by the Buyer and a Successful Respondent for the delivery of the Requirements.

**Contract Award Notice** – A notice on GETS which a Buyer is required to publish under Rule 48 of the Government Procurement Rules, when it has awarded a contract that is subject to those Procurement Rules.

**Converted** – New Vehicle means a vehicle which has not been previously registered (worldwide) that is then converted to zero emissions, either battery electric vehicle (BEV) or hydrogen fuel cell vehicles (FCEV) fuelled exclusively with green hydrogen.

**Converted** – Used Vehicle means second hand domestic heavy vehicles which have been converted to zero emissions, either battery electric vehicle (BEV) or hydrogen fuel cell vehicles (FCEV) fuelled exclusively with green hydrogen. The vehicle needs to have been registered in New Zealand between 1 August 2022 and 1 August 2024, irrelevant of where it has been registered in the world.

**Customer** means an NZ based and registered entity who purchases, or intends to purchase, a new zero emissions or plug-in diesel/electric hybrid and hydrogen/diesel dual fuel vehicle or requests the conversion of an ICE vehicle to zero emissions.

**Customer Agreement** is the agreement between EECA and the Customer for the purpose of gathering on-going vehicle related data and information to monitor the return on investment of public funding.

**Deadline for Answers** – The deadline for the Buyer to respond to questions submitted by a Respondent stated in Section 1.2 of the ITR.

**Deadline for Proposals** – The deadline for delivering or submitting Proposals to the Buyer as stated in Section 1 of the ITR.

**Deadline for Questions** – The deadline for submitting questions to the Buyer as stated in Section 1 of the ITR.

**Evaluation Approach** – The approach used by the Buyer to evaluate Proposals as described in Section 3 of the ITR.

**Green Hydrogen** – Green hydrogen is hydrogen produced through the electrolysis of water with 100% or near 100% renewable energy with close to zero greenhouse gas emissions ( $\leq 1\text{kg CO}_2\text{e/kgH}_2$ ).

**GETS** – Government Electronic Tenders Service available at [www.gets.govt.nz](http://www.gets.govt.nz).

**Hybrid Vehicle** means a vehicle powered by both a petrol/diesel engine and an electric motor, or a dual fuel vehicle powered by an engine burning any combination of petrol/diesel/hydrogen.

**Hydrogen Fuel Cell Vehicle** means a vehicle powered by using a fuel cell to convert green hydrogen into electricity, to power an electric drivetrain'

**Internal combustion engine (ICE) vehicle** means a vehicle powered by an internal combustion engine.

**Intellectual Property** – All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including (but not limited to) copyright, trademarks, designs and patents.

**ITR Response Form/Supplier Application Form** – The form and declaration prescribed by the Buyer and used by a Respondent to respond to the ITR, duly completed and submitted by a Respondent as part of the Proposal.

**ITR Terms** means the ITR Terms as set out in Section 6 of the ITR, together with any additions or amendments to those ITR Terms specifically identified in Section 1 of the ITR.

**New Zero Emissions Vehicle (ZEHV)** – A commercially available off-the-shelf heavy vehicle manufactured as a battery electric vehicle (BEV), or hydrogen fuel cell vehicles (FCEV) fuelled exclusively with green hydrogen.

**Offer Validity Period** – The period of time when a Proposal is held open by the Respondent for acceptance by the Buyer as stated in Section 1 of the ITR.

**Pricing Schedule** – The form prescribed by the Buyer and used by a Respondent to submit its pricing for the ITR, duly completed and submitted by a Respondent as part of the Proposal.

**Point of Contact** – The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the ITR process. The Buyer's Point of Contact is identified in Section 1 of the ITR. The Respondent's Point of Contact is identified in its Proposal.

**Proposal** – The response a Respondent submits in reply to the ITR. It comprises the ITR Response Form, the Pricing Schedule and all other information submitted by a Respondent.

**Proposed Contract** – The contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5 of the ITR.



**Public Transport** means vehicles that are utilised to deliver public transport services contracted with a public transport authority (regional councils, unitary authorities (other than Auckland Council) territorial authorities with the public transport function, and Auckland Transport), and funded (fully or partially) from the National Land Transport Fund (NLTF).

**Registration of Interest** – A formal request by a Buyer asking potential Respondents to register their interest in a procurement. It is the first step in a multi-step tender process.

**Request for Proposals (ITR)** – The Buyer’s requirements for goods and/or services as described in Section 2 of the ITR.

**Requirements** – The Buyer’s requirements for goods and/or services as described in Section 2 of the ITR.

**Respondent** – A person, company or organisation that submits a Proposal in response to the ITR. The term Respondent includes each member of any consortium.

**Successful Respondent** – Following the evaluation of Proposals and successful negotiations, any Respondent who is awarded a Contract to deliver all or part of the Requirements.

**Supplier** means a NZ based and registered entity who sells, or intends to sell, Eligible New ZEHVs] [and/or] a converter of Eligible Convertible Vehicles. Includes, new vehicle distributors, importers, manufacturers, agents and converters of eligible heavy vehicles.

**Supplier Contract/Supplier Agreement** is the contract between EECA and the supplier for the purposes of defining the conditions of being a Heavy Vehicle Fund programme supplier.

For more definitions, click [HERE](#).

# Appendix One: Grant Level Types

There are three Grant Level Types.

**Table 1: Grant Levels for New Zero Emission Heavy Vehicles**

Table 1 applies to purchase of new OEM ZEHVs AND to new previously unregistered ICE HVs or HV chassis which have been converted to ZEHV, in New Zealand or overseas, where the first registration of the vehicle is as a ZEHV.

This table sets out the grant levels for new zero emissions vehicles under the LEHVF. The grant will cover up to a maximum of 25 percent of the purchase price (limited to the cab chassis<sup>7</sup>) with a maximum that increases with the vehicle size, reflecting the variation of pricing across ZEHVs. Funding is relative to the emissions generated from that vehicle class, while still providing sufficient support to overcome the high upfront capital cost barrier.

Size (Gross Vehicle Mass (GVM)) of vehicle	Grant Available
<b>Light</b> (over 5.9 tonne to 18 tonne GVM)	25% of purchase price, capped at \$35,000+GST
<b>Medium</b> (over 18 tonne GVM and up to 39 tonne GCW)	25% of purchase price, capped at \$90,000+GST
<b>Heavy</b> (over 18 tonne GVM and above 39 tonne GCW <sup>8</sup> )	25% of purchase price, capped at \$200,000+GST

Additional criteria:

- **Safety conditions:** second-hand vehicles will need to meet the minimum safety standards required of new ZEHVs supported through the scheme or will need to be brought up to safety standards during the conversion process.

<sup>7</sup> The cost of the cab chassis reflects variation in costings for body building requirements and mitigates the risk of distorting the market as some vehicle suppliers/manufacturers provide this service, while other vehicle purposes seek external body builders.

<sup>8</sup> Gross Combined Weight (GCW) is the sum of the GLWs (gross laden weights) that make up a combination vehicle. GLW is the greatest of:

- Any weight specified (following the latest modification, if applicable) as a vehicle's GLW by the vehicle's manufacturer
- Any weight specified as the GLW of a particular vehicle (or a vehicle of its kind) by Waka Kotahi
- The weight of a vehicle together with any load it is carrying, including any equipment and accessories.

**Table 2: Grant Levels for Second-hand Heavy Vehicles Converted to ZEHV**

Table 2 applies to domestic retrofitted second-hand vehicles, allowing entities who have recently purchased ICE vehicles the choice to abate their emissions through conversion to a zero-emission technology. As set out in Table 2, the LEHVF will provide 25 percent of the conversion cost, capped at 25 percent of the total grant available for each vehicle category. Conversion costs do not include the cost of the original vehicle, nor any items not needed to operate the vehicle as a ZEHV.

Size (GVM) of retrofitted vehicle	Grant Available
<b>Light</b> (over 5.9 tonne to 18 tonne GVM)	25% of conversion cost, capped at \$8,750+GST
<b>Medium</b> (over 18 tonne GVM and up to 39 tonne GCW)	25% of conversion cost, capped at \$22,500+GST
<b>Heavy</b> (over 18 tonne GVM and above 39 tonne GCW <sup>9</sup> )	25% of conversion cost, capped at \$50,000+GST

Additional criteria will also apply to retrofitted second hand vehicles; this includes:

- **Vehicle age:** only entities with second-hand vehicles registered in NZ and the date of first registration must fall between 1 August 2022 and 1 August 2024 will be eligible for grant funding.
- **Safety conditions:** second-hand vehicles will need to meet the minimum safety standards required of new ZEHVs supported through the scheme or will need to be brought up to safety standards during the conversion process.

<sup>9</sup> Gross Combined Weight (GCW) is the sum of the GLWs (gross laden weights) that make up a combination vehicle. GLW is the greatest of:

- Any weight specified (following the latest modification, if applicable) as a vehicle’s GLW by the vehicle’s manufacturer
- Any weight specified as the GLW of a particular vehicle (or a vehicle of its kind) by Waka Kotahi
- The weight of a vehicle together with any load it is carrying, including any equipment and accessories.

**Table 3: Dual-fuel and plug-in hybrid HVs**

This table applies to:

- (a) conversion costs of new or second-hand diesel vehicles to dual fuel or plug-in hybrid diesel/electric
- (b) purchase price of new factory dual fuel diesel hydrogen or plug-in hybrid diesel/electric

**Table 3a: Grant levels for purchasing new or second-hand Hybrid Vehicles (diesel plug in electric and diesel hydrogen dual fuel).**

Size (Gross Vehicle Mass <sup>10</sup> ) of vehicle	Grant Available
<b>Light</b> (over 5.9 tonne to 18 tonne GVM)	25% of purchase cost, capped at \$6,000+GST
<b>Medium</b> (over 18 tonne GVM and up to 39 tonne GCW)	25% of purchase cost, capped at \$17,000+GST
<b>Heavy</b> (over 18 tonne GVM and above 39 tonne GCW)	25% of purchase cost, capped at \$37,500+GST

**Table 3b: Grant levels for converting new or second-hand ICEs to Hybrid Vehicles (diesel plug in electric and diesel hydrogen dual fuel).**

Size (Gross Vehicle Mass) of vehicle	Grant Available
<b>Light</b> (over 5.9 tonne to 18 tonne GVM)	25% of conversion cost, capped at \$6,000+GST
<b>Medium</b> (over 18 tonne GVM and up to 39 tonne GCW)	25% of conversion cost, capped at \$17,000+GST
<b>Heavy</b> (over 18 tonne GVM and above 39 tonne GCW)	25% of conversion cost, capped at \$37,500+GST

Additional criteria will also apply to retrofitted second hand vehicles; this includes:

- **Vehicle age:** only entities with second-hand vehicles less than two years old when the grant launches (on 1 August 2024) will be eligible for grant funding.
- **Safety conditions:** second-hand vehicles will need to meet the minimum safety standards required of new ZEHVs supported through the scheme or will need to be brought up to safety standards during the conversion process.

# Appendix Two: Customer Vehicle Application Form (Draft)

This form will be completed by suppliers appointed to the LEHVF Programme. Suppliers work with customers to complete this form for each vehicle request. Suppliers send completed forms including the Customer Agreement Section to the Customer for signing.

## Customer vehicle application form

### Supplier details

- Legal name of business
- Supplier Agreement Number
- Contact person details

### Customer details

- Legal name of business
- Contact person name and email
- Industry (freeform)

### Select Approved Vehicle

- Select vehicle from dropdown.

### Further Vehicle Information

This information is a requirement for programme reporting and evaluation purposes. Take care to calculate these estimates carefully.

#### 1. Information on vehicle being replaced and alternatives

- Is the low emissions vehicle:
  - a) A replacement for an existing vehicle? Or
  - b) A conversion of an existing vehicle? Or
  - c) Not a replacement or conversion of an existing vehicle?

- If the low emissions vehicle is a replacement or conversion:
  - a) Will the low emission vehicle have a different primary use to the vehicle it is replacing or was converted from? Yes/No
  - b) If Yes: What was the replaced vehicle, or vehicle previous to conversion, primarily used for?
  - c) If No: (Use is captured in the low emissions vehicle information, below)
- If you did not convert to or purchase the low emission vehicle, what is its alternative?
  - Make and model
  - Fuel economy
  - Estimated annual distance travelled (if it was purchased)
  - Expected length of time, or remaining length of time (if the low emission vehicle is a conversion), in your fleet (years)

## 2. Low emission vehicle information:

### Role

- What will the vehicle primarily be used for?

### Financial

- Price customer pays. (List price of vehicle to customer without accessories or grant funding)

### Location, routes and distance travelled

- Where will the low emission vehicle be mostly located?
- Routes expected to be taken.
- Where will the vehicle primarily work: rural, metro (which region), linehaul.
- Kilometres the vehicle is expected to travel annually.

### Fuelling and charging

- How and where are you planning to charge or fuel this vehicle? (freeform)
- If the vehicle is dual fuel/ hydrogen – what are your expected diesel savings as a percentage? I.e. plug-in hybrid 30%

### Lifespan

- Expected length of time in your fleet (years)

### Load size and trailer configuration

- Average load size (estimated tonnes)
- Planned trailer combination/configuration (i.e. 6 axle B-train, tri-axle semi, no trailer)

### Multiple roles

- Will the Supplier retain the vehicle for its own use and be the Customer? or
- Will the Supplier sell the vehicle to a related company and the related company will be the Customer?

In these instances, the Recipient will need to provide EECA with a current group structure chart and evidence of costs being claimed. If intra-group costs are being claimed, then a breakdown of these will also need to be included as part of that evidence. Upload pdf evidence.

## Customer Agreement Section

This section is for the vehicle Customer to sign and forms part of the Customer Vehicle Application Form.

### Customer Consent

Please tick all 4 boxes:

- I understand that any data provided to EECA will be held securely and treated as confidential information.
- I understand that EECA will retain the detailed dataset, aggregate it with other similar data received, and use it to facilitate New Zealand’s transition to a low-emissions future.
- I consent to EECA publicising and reporting anonymised summaries of data and other information in connection with this application.
- I consent to having the vehicle supplier share vehicle usage data gathered at time of vehicle servicing with EECA.