

Appendix 1 to the Contract Rules Contractual Clauses

All contracts entered in to must set out clearly:

- what is to be supplied or done (the specification)
- the timescale for performance
- the standards of performance required (this could include KPI's and SLA's);
- the payment arrangements and any arrangements for deductions and discounts. The payment arrangements must not allow for payment in advance of the provision of goods or services unless the Group Finance Director agrees;
- the period/duration of the contract – whether it is based on a date or an action being achieved the contract must have a mechanism explaining when it will end
- require suppliers to meet any standards:
 - as set by the Service Director;
 - as stipulated in any Council policy, procedure or the constitution;
 - in line with best industry practice;
 - all relevant British Standards;
 - health and safety requirements.
- That suppliers are required to follow:
 - all applicable codes of practice;
- to hold appropriate insurance cover – the level of indemnity will be set by the Service Director after assessing the risk and consulting with the Council's insurance officer if necessary. However, this cover must include a minimum of £5 million public liability insurance, unless a lower level of cover has been agreed by the Group Finance Director.
- that suppliers must commit to pay their employees at least the Oxford Living Wage or the Living Wage Foundation rate: this includes (where appropriate) any employees engaged by a sub-contractor in fulfilling the contract;
- all other conditions and terms that have been agreed; and
- where applicable provisions securing social value.

For Contracts over FTS threshold:

- (a) a clause allowing the Council to cancel the contract and recover any resulting losses from the supplier if it discovers that:

- the supplier or its employees have given, offered or promised anything to influence how the Council awarded or managed the contract;
- the supplier or its employees have committed an offence under the Bribery Act 2010, and
- the supplier or its employees have given anything that Section 117(2) of the Local Government Act 1972 forbids officers from accepting.

the supplier or an associated person has been listed as an excluded supplier on the Governments Debarment List.

(b) a clause requiring the supplier to:

- provide £5,000,000 employer liability insurance indemnity or any other level of cover recommended by the Group Finance Director
- provide £1,000,000 professional insurance or any other level of cover recommended by the Group Finance Director
- produce proof of insurance (for example copies of the insurance certificates) if the Service Director thinks it necessary
- provide a bond (or other suitable form of guarantee) for 10 per cent of the contract value if the Group Finance Director thinks it necessary

(c) a clause saying who will manage the contract on behalf of the Council and the approval process for any necessary changes to its terms;

(d) a clause requiring the supplier to protect the health and safety of anyone affected by its work;

(e) a clause requiring the supplier to comply with data protection laws and help the Council to comply with the Freedom of Information Act or Environmental Information Regulations;

(f) a clause requiring the supplier to get the Council's permission before subcontracting or transferring any of the contract;

(g) a clause giving the Council the right to end the contract if the supplier does not meet the Council's standards and timescales and to bill the supplier for:

- the administrative costs of finding and appointing a new supplier, and
- any amount by which the new contract exceeds the old one.

(h) if the Service Director considers it necessary, a clause saying what damages must be paid if the supplier breaks the contract and explaining how the amount of damages was reached – the Service Director will consult the Director of Law, Governance and Strategy on the amount of the damages and what should trigger them;

- (i) a clause giving the Council the ability to exclude the supplier from applying for new contracts where there has been significant or persistent deficiencies in the performance of a significant requirement under a prior public contract;
- (j) where relevant and operationally possible, a clause requiring the supplier to fit side guards and appropriate side mirrors to vehicles over 3.5 tonnes to protect cyclists and pedestrians when driving to and from any site specified by the Council; and
- (k) a clause indicating that the Council is required to publish all new contracts on its website, and will do so in accordance with its obligations, subject to any operative exemptions, within the applicable local government transparency regulations.
- (l) a clause indicating the agreed service levels (SLAs) and key performance indicators (KPIs) which for contracts in excess of £5M will be published to the Governments Central Digital Platform.
- (m) incorporate net zero considerations and sustainability in tender documents and contract management
- (n) incorporate equality, diversity and inclusion (EDI) considerations in tender documents and contract management
- (o)** Incorporate Social Value in tender documents where proportionate and relevant with a minimum 10% weighting

This page is intentionally left blank