

**Specification**

**Heating, Ventilation & Comfort Cooling Improvements**

**At The Saxilby Close Boxing Club**

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17. **Definitions**
    1. The definitions of terms and/or acronyms used within this procurement are set out in the Preliminaries & General Conditions.
18. **Introduction**
    1. The Council is seeking a suitably qualified, experienced and accredited Contractor to complete the detailed design, supply, installation and commissioning of improved heating, ventilation and comfort cooling systems at the Saxilby Close Boxing Club to improve the facility’s internal environment.
19. **Background**
    1. The Boxing Club and the adjoining Neighbourhood Caretaking Facility were created in the 1980’s from the ground level of a 1960’s concrete framed car park.
    2. The Club has always suffered from damp, which has been tackled in various ways over the years without success.
    3. The existing gas-fired blown warm air heating system is no longer considered operational, while three air-conditioning units installed using a grant in about 2010 are seldom used, perceived as expensive by the cash strapped Club. The existing ventilation system is used continuously, despite the Club’s intermittent use, but design flaws have curtailed its effectiveness.
    4. A Damp Survey undertaken in 2019 identified a number of issues, which are being tackled separately using the available funds. However, high humidity was considered the primary source, with a recommendation to improve the existing systems to control the internal environment.
    5. To this end the Council employed SVM Building Services Design to devise a solution and prepare a Proposed Mechanical Services Design and Performance Specification.
    6. In a move to avoid the need for Planning Permission, the large heat recovery ventilation AHU has been positioned in the neighbouring Council facility, although its exact location remains part of the detailed design and it should be positioned as unobtrusively and sympathetically as possible.
    7. The Council has submitted a Full Plans Building Regulation Application to Corby LABC and pre-paid all Building Control Fees.
20. **Scope**
    1. This project will see the replacement of the existing, outdated and ineffective mechanical extraction system in the Gymnasium and the standalone extractor fans in the Changing Rooms, with a modern supply & extract heat recovery ventilation system and a central extract system respectively.
    2. The redundant blown warm air heating unit is to be removed, with the existing air conditioning installation improved and expanded to provide cost effective heating / comfort cooling, using simplified “user friendly” controls.
    3. Changing rooms will also benefit from electric radiant heaters, providing instantaneous heat as required.
    4. The Works shall include the removal and appropriate disposal offsite of all redundant equipment and all associated building work / making good for a “turn-key” project.
    5. As well as commissioning and certifying the new installations, the Contractor shall obtain a Building Regulation Completion Certificate and procure a new Energy Performance Certificate appropriate for the facility.
    6. The Works shall include full End User & Maintenance Training and a Maintenance Contract for the first 12 months from Completion.
    7. The Contract must be completed no later than Wednesday 31st March 2021.
21. **Service Conditions and Environmental Factors**
    1. The Club will remain closed for business during the Works, with welfare facilities made available to the Contractor, along with free water and power for the Works.
    2. Free parking for the Contractor’s vehicles is available to the front of the Club and the roof deck car park.
22. **Statement of Requirements**
    1. The Contractor shall:
       1. Carefully isolate, disconnect, remove and appropriately dispose offsite all redundant equipment, components and materials, including where these are routed through an adjoining facility
       2. Develop the design proposed by SVM Building Services Design in the following attached documents for approval by the Council and its Consultant and discharge any Building Regulation Conditions –
          1. Mechanical Services Specification for Ventilation & Comfort Cooling Project at Saxilby Boxing Club, Corby, Northants
          2. Drawing 191190/M/1500 T2 – Proposed Mechanical Services
       3. Supply, install, commission and certify the approved design in full compliance with the Contract Documents
          1. Including 60-minute fire dampers through fire compartment walls
       4. Reposition 2no. retained comfort cooling units and re-commission
       5. Service all retained comfort cooling units and replace all controls with “user friendly” design to maximise efficiency
       6. Replace fluorescent strip lights in fire exit corridor with bulkhead lights
       7. Reposition existing light fittings & smoke detectors as required
       8. Undertake all building work in connection with the Works, including all making good and the touch-up of any decoration
       9. Provide a Building Regulation Completion Certificate
       10. Provide full End User & Maintenance Training
       11. Provide a new Energy Performance Certificate appropriate for the Facility
       12. Provide an O&M Manual with “As Installed Drawings”
       13. Provide a working day callout for any reported defects within the 12 month Defects Period
       14. Provide a Maintenance Contract during the 12 month Defects Period
23. **Construction Charter**
    1. Corby Borough Council signed up to the Construction Charter on Monday, 12th November 2018 and adopted, in full, the provisions of the Charter and publicly affirmed our commitment to work with Unite and other appropriate trade unions to ensure the provisions of the Charter are applied in all construction projects we are involved with.
    2. The Charter states that the Council, as a responsible client, enter into this agreement and commit to working with the appropriate trade unions, in order to achieve the highest standards in respect of; direct employment status, Health & Safety, standard of work, apprenticeship training and the implementation of appropriate nationally agreed terms and conditions of employment.
    3. In order to be considered for this project, the successful bidder(s) must agree to adhere to the provisions of the Charter, which can be accessed by **double clicking on the link below**.



1. **Data Management / General Data Protection Regulation (GDPR)**
   1. For the purposes of this Section, the Council is the data “Controller” and the Contractor is the data “Processor”.
   2. Any information provided or accessed by the Contractor as a part of this Contract are subject to the General Data Protection Regulations, with which the Contractor must comply. If the Contractor does not follow the requirements of the GDPR, they will be in breach of contract.
   3. The Contractor must:
      1. process the personal data only on the documented instructions of the Council;
      2. comply with security obligations equivalent to those imposed on the Council (implementing a level of security for the personal data appropriate to the risk);
      3. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
      4. only distribute personal data with the Council’s prior specific or general written authorisation. Any party to whom the successful bidder is authorised to distribute the personal data shall be bound by these terms. The successful bidder must inform the Council of intended changes in arrangements with any persons to whom they have distributed these details;
      5. make available to the Council all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Council or another auditor mandated by the Council - and the successful bidder shall immediately inform the Council if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;
      6. assist the Council in carrying out its obligations with regard to requests by data subjects to exercise their rights under chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Council up-front);
      7. assist the Council in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and the information available to the successful bidder;
      8. assist the Council in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available to the successful bidder; and
      9. notify the Council without undue delay after becoming aware of a personal data breach.
2. **Quality Requirements**
   1. The Contractor is expected to provide the goods, services, supplies and/or works with all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Contractor's profession undertaking and/or providing goods, services, supplies and/or works to those required by the Council, as detailed and/or referred to in this Specification and/or any and all supporting documents.
   2. All materials, components and workmanship shall comply with the latest British / European Standards, Codes of Practice / Guidance and where applicable, a British Board of Agrément (BBA) Certificate.
   3. All materials and components incorporated into the Works shall be handled, stored and fixed strictly in accordance with the manufacturer’s recommendations.
   4. The Contractor must ensure key staff who undertake work on this project have previous experience on pump cycle track construction projects and that any junior staff are appropriately supervised.
3. **Security**
   1. The Contractor shall be responsible for securing the site while it is in their possession, until Handover.
4. **Implementation Criteria**
   1. An indicative Procurement Timetable is included within Tender Document 1 (Instructions to Bidders).
   2. The Contractor shall provide a Programme of Works within their Tender, where additional Tender Evaluation Scores are available for Contractors striving to achieve early completion.
   3. The Contractor will be required to attend both a Pre-Contract and Pre-Start Meeting.
   4. The Contractor shall also provide an updated Master Programme once the Contract has been signed, along with a Construction Phase Health & Safety Plan that includes their RAMS.
   5. Due to funding & governance deadlines, the Works are to be completed by 31st March 2021, subject to the terms of the JCT Contract and any contractually legitimate Extension of Time.
   6. See also Tender Document 3 (Preliminaries & General Conditions).
5. **Project management**
   1. The Contractor shall at all times provide the Works to meet or exceed the requirements set out in this Specification and any associated documents.
   2. The Contractor and the Council shall each appoint a Project Manager, through whom the provision of the Works shall be managed day-to-day.
   3. The Contractor and the Council shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of these Works can be fully realised.
   4. Routine inspections will be carried out by the Council’s Representative in order to check that the Works are being carried out or have been carried out in all respects in accordance with this Specification and any and all supporting documents.
   5. The Council’s Representative will record the date, time and main findings of all such inspections. In the event of any works which fail to meet the required standards being discovered, then the Council’s Representative shall notify the Contractor of the elements of works which fail to meet the required standard, which the Contractor shall remedy within 48 hours of such notification.
   6. Following the Monitoring Arrangements set out above, if the level of performance of the Contractor:
      1. is likely to or fails to meet any Performance Standard; or
      2. is likely to cause or causes a Critical Failure to occur, the Contractor shall immediately notify the Council in writing and the Council, in its absolute discretion and without limiting any other of its rights, may:
6. require the Contractor to immediately take all remedial action that is reasonable to mitigate the impact on the Council and to rectify or prevent a Performance Standard failure or Critical Failure from taking place or recurring; and/or
7. if Performance Standards have not been met, make the deductions set out in the Contract; and/or
8. if a Critical Failure has occurred, exercise its right to terminate for material default.
   1. The Contractor and the Council shall attend Progress Meetings to discuss progress on the project. These Progress Meetings will be the forum for the review by the Contractor and the Council of progress against the project. These meetings shall:
      1. take place on site within normal business hours as the Council shall reasonably require; and
      2. be attended by the Contractor's Representative and the Council’s Representative.
   2. The Contractor shall provide to the Council such documentation as the Council may reasonably require as a part of this project.
   3. Any concerns raised by the Council will be remedied by the Contractor within 48 hours.
9. **Risk Management**
   1. The Contractor and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.
   2. The Contractor shall develop, operate, maintain and amend, as agreed with the Council, processes for:
      1. the identification and management of risks;
      2. the identification and management of issues; and
      3. monitoring and controlling project plans.
   3. The Contractor will allow the Council to inspect, at any time within working hours, the accounts and records which the Contractor is required to keep.
   4. The Contractor will maintain a risk register of the risks relating to the Contract, which the Council and the Contractor have identified.
10. **Other Relevant Details**
    1. **COVID-19**
       1. The Contractor shall undertake works onsite in full compliance with the latest Government Guidance on social distancing and mitigation measures agreed for the Construction Sector.
       2. Where such Government Guidance suspends the Works, then the JCT Force Majeure Clause shall be enacted, resulting in a “no cost” extension of time
    2. **Brexit**
       1. The Contractor shall include and highlight within their Tender any implications related to the UK’s departure from the European Union.
11. **Corporate Social Responsibility**
    1. Requirements
       1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Contractors who work with government. (<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf>)
       2. The Council expects its Contractors and Sub-Contractors to meet the standards set out in that Code. In addition, the Council expects its Contractors and Sub-Contractors to comply with the standards set out in this Section.
       3. The Contractor acknowledges that the Council may have additional requirements in relation to corporate social responsibility. The Council expects that the Contractor and its Sub-Contractors will comply with such corporate social responsibility requirements as the Council may notify to the Contractor from time to time.
    2. Equality and Accessibility
       1. In addition to legal obligations, the Contractor shall support the Council in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
12. eliminate discrimination, harassment or victimisation of any kind; and
13. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
    1. Modern Slavery, Child Labour and Inhumane Treatment
       1. Modern Slavery Helpline - means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.
       2. The Contractor:
14. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
15. shall not require any Contractor Staff or Sub-Contractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
16. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
17. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world;
18. shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human tracking offenses anywhere around the world;
19. shall have and maintain throughout the term of any of its Contracts, its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
20. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any of its Contract;
21. shall prepare and deliver to the Council, upon request, a slavery and human trafficking report, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with an annual certification of compliance;
22. shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
23. shall not use or allow child or slave labour to be used by its Sub-Contractors;
24. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Council and Modern Slavery Helpline.
    1. Income Security
       1. The Contractor shall:
25. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
26. ensure that all Contractor Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
27. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
28. not make deductions from wages:
    1. as a disciplinary measure;
    2. except where permitted by law; or
    3. without expressed permission of the worker concerned.
29. record all disciplinary measures taken against Contractor Staff; and
30. ensure that Contractor Staff are engaged under a recognised employment relationship established through national law and practice.
    1. Working Hours
       1. The Contractor shall:
31. ensure that the working hours of Contractor Staff comply with national laws, and any collective agreements;
32. that the working hours of Contractor Staff, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week unless the individual has agreed in writing;
33. ensure that use of overtime used responsibly, taking into account:
34. the extent;
35. frequency; and
36. hours worked; by individuals and by the Contractor Staff as a whole.
    * 1. The total hours worked in any seven day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.3 below.
      2. Working hours may exceed sixty (60) hours in any seven day period only in exceptional circumstances where all of the following are met:
37. this is allowed by national law;
38. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers’ health and safety; and
39. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
    * 1. All Contractor Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.
    1. Sustainability
       1. The Contractor shall meet the applicable Government Buying Standards, which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
40. **Annexes**
    1. To open the embedded annexes, **double click on the document icon**.
       1. Annex 1 –Mechanical Specification (One (1) document)



* + 1. Annex 2 – Proposed Mechanical Layout (One (1) document)



* + 1. Annex 3 – Asbestos Reports (Two (2) documents)

