



TENDER FOR BOILER REPLACEMENT AT LODGE PARK SPORTS CENTRE

TENDER – DOCUMENT TWO

SPECIFICATION

**BOILER REPLACEMENT AT LODGE PARK SPORTS CENTRE
SPECIFICATION**

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1. DEFINITIONS

1.1. The definitions of terms and/or acronyms used within this procurement are set out in Table A, below.

TABLE A

Contract	The legal agreement between the Contractor and the Council, which details the Council's requirements, terms and conditions
The Contractor	The company who wins the contract, following evaluation of all bids received by the Council
The Council	Corby Borough Council
Prohibited Act	The following constitute Prohibited Acts: <ul style="list-style-type: none">a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce the person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Authority;d) any activity, practice or conduct which would constitute one of the offences listed under (a) to (c), if such activity, practice or conduct had been carried out in the UK.
Site	any premises (including the Council's Premises, the Contractor's premises or third party premises) from, to or at which: <ul style="list-style-type: none">a. the Service is (or is to be) provided; orb. the Contractor manages, organises or otherwise directs the provision or the use of the Service.

2. INTRODUCTION

2.1. The Council is seeking a suitably qualified and experienced Contractor to replace the current boiler system, hot water heating tanks and other associated parts, including radiators and fans in the Main Hall and Practice Hall at Lodge Park Sports Centre.

3. BACKGROUND

3.1. The current boiler system at Lodge Park Sports Centre is in need of replacement.

3.2. Of the original six (6) boilers installed, only one (1) is functional and should that fail, then this will leave the building without heating. A new system needs to be procured to ensure that the building can remain open and be heated appropriately.

3.3. The hot water heater and radiators are also being reviewed to check their suitability going forwards as some are old and leaking and one of the water heaters has recently broken.

3.4. There has been an independent contractor carrying out some specification work to ensure that the right boilers, water heaters are part of the end product.

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4. SCOPE

- 4.1. This document should be read in conjunction with the Preliminaries and General Conditions, which can be accessed by, **double clicking on the document icon**, below.



Preliminaries - Boiler
Replacement At Lodge

- 4.2. This contract is to run for a maximum of one (1) month.

5. SERVICE CONDITIONS AND ENVIRONMENTAL FACTORS

- 5.1. Lodge Park Sports Centre is open between 06:00 and 22:30 Monday to Friday; between 08:00 and 22:00 on Saturday and between 08:00 and 22:30 on Sunday.
- 5.2. The Contractor must ensure the highest health and safety standards at all times, adhering to any permit to work requirements taking into consideration any hot works, personal protective equipment, risk assessments, method statements and any other requirements to operate safely. A site visit is recommended to understand health and safety requirements of the works and site.
- 5.3. The Sports centre will be maintained throughout the contract period and the Contractor may be asked to vary from their original programme in order to meet the maintenance requirements and operating commitments.
- 5.4. The Contractor must be able to demonstrate that the works deliver the most effective use of energy and that parts are sustainably sourced and recycled where possible. The Contractor will be responsible for the removal of all waste generated from the works.

6. STATEMENT OF REQUIREMENTS

- 6.1. Please see the annexes and Technical Specification at the end of this Specification, which form the Statement of Requirements for this project. These annexes should be read in conjunction with the information provided throughout this Specification.
- 6.2. Please notes that the successful Contractor is specifically required to include for all the controls and points list/facilities including non-complex BMS based touch screen (remote access not required). I.e.:
- 6.2.1. Separate weather compensated control circuits in conjunction with energy saving boiler set point (0-10v) control;
 - 6.2.2. High external ambient hold off, summer/winter mode selection;
 - 6.2.3. Panel mounted extension timers;
 - 6.2.4. Pump/flow monitoring; and
 - 6.2.5. Automatic GMT/BST changeover including duty/standby control of all heating pumps for automatic lead changeover of all pumps and boilers for duty share and general fault monitoring alarms.

7. CONSTRUCTION CHARTER

- 7.1. Corby Borough Council signed up to the Construction Charter on Monday, 12th November 2018 and adopted, in full, the provisions of the Charter and publically 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.
- 7.2. 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.

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- 7.3. 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**.



Construction
Charter.pdf

8. WHOLE OF LIFE SUPPORT

- 8.1. Any newly installed equipment, which the Contractor supplies as a part of this contract, will be subject to the product warranty offered with the proposed installation.
- 8.2. The Contractor shall ensure all products are installed to the manufacturer's requirements, so as not to render void, any warranties offered prior to order.
- 8.3. The Contractor shall make all necessary access for maintenance, as to allow access for cleaning, replacement and regular maintenance of all products that are installed and not to prevent any existing maintenance access to the existing installation.
- 8.4. All warranty documentation shall be supplied by the manufacturer within the commissioning, together with the maintenance requirements and be placed within the Operational and maintenance manuals.

9. SECURITY

- 9.1. Parking is free on site at Lodge Park Sports Centre. There is a goods lift that can be used to take equipment and materials to the first floor, where the boiler room is situated. The plant room has limited space so consideration must be given to the storage and delivery of equipment.
- 8.2. A secure compound must be used to store equipment, as equipment will not be allowed to be stored in the boiler plant room as this area is in use by various staff.
- 8.3. Equipment and tools etc. will remain the responsibility of the Contractor. Security of such items must be considered and will remain the responsibility of the Contractor at all times. Appropriate space will be allocated within the car parking area. Exact details will be confirmed with the Contractor during an initial pre-contract meeting.
- 8.4. General Data Protection Regulations must be adhered to where required in the use of personal and council data

10. TRAINING

- 10.1. The Contractor shall allow, within his costs, for training of the site maintenance personnel over the new equipment which is installed as a part of this requirement.

11. IMPLEMENTATION CRITERIA

- 11.1. Working hours will be agreed with the successful Contractor during a pre-contract meeting. There may be some times when consideration is given to allow for school exams or other essential events or activities within the Sports Centre. This will be advised to the successful company at the earliest opportunity.

12. PROJECT MANAGEMENT

- 12.1. The Contractor and the Council shall each appoint a Project Manager, through whom the provision of the Service shall be managed day-to-day.

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12.2. 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 this Service can be fully realised.

13. RISK MANAGEMENT

13.1. The Contractor and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.

13.2. The Contractor shall develop, operate, maintain and amend, as agreed with the Council, processes for:

- 13.2.1. the identification and management of risks;
- 13.2.2. the identification and management of issues; and
- 13.2.3. monitoring and controlling project plans.

13.3. 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.

13.4. The Contractor will maintain a risk register of the risks relating to the Service, which the Council and the Contractor have identified.

14. CORPORATE SOCIAL RESPONSIBILITY

14.1. Requirements

14.1.1. In September 2017, HM Government published a Contractor Code of Conduct setting out the standards and behaviours expected of Contractors who work with government.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Contractor_Code_of_Conduct_September_2017.pdf

14.1.2. 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.

14.1.3. 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.

14.2. Equality and Accessibility

14.2.1. 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:

- a. eliminate discrimination, harassment or victimisation of any kind; and
- b. 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.

14.3. Modern Slavery, Child Labour and Inhumane Treatment

14.3.1. 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.

14.3.2. The Contractor:

- a. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
- b. 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;

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- c. warrants and represents that it has not been convicted of any slavery or human trafficking offenses anywhere around the world;
- d. 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 trafficking offenses anywhere around the world;
- e. shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- f. 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;
- g. 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;
- h. 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;
- i. 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;
- j. shall not use or allow child or slave labour to be used by its Sub-Contractors;
- k. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Council and Modern Slavery Helpline.

14.4. Income Security

14.4.1. The Contractor shall:

- a. 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;
- b. 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;
- c. 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;
- d. not make deductions from wages:
 - i. as a disciplinary measure;
 - ii. except where permitted by law; or
 - iii. without expressed permission of the worker concerned.
- e. record all disciplinary measures taken against Contractor Staff; and
- f. ensure that Contractor Staff are engaged under a recognised employment relationship established through national law and practice.

14.5. Working Hours

14.5.1. The Contractor shall:

- a. ensure that the working hours of Contractor Staff comply with national laws, and any collective agreements;
- b. that the working hours of Contractor Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- c. ensure that use of overtime used responsibly, taking into account:
 - i. the extent;
 - ii. frequency; and
 - iii. hours worked; by individuals and by the Contractor Staff as a whole.

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- 14.5.2. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 14.5.3. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
- this is allowed by national law;
 - 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
 - the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 14.5.4. 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.
- 14.6. Sustainability
- 14.6.1. The Contractor shall meet the applicable Government Buying Standards, which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>

15. ANNEXES

- 15.1. To open the embedded annexes, **double click on the document icon**.

- 15.1.1. Annex 1 – Preliminaries and General Conditions



Preliminaries - Boiler
Replacement At Lodge

- 15.1.2. Annex 2 – Master Specification



MASTER SPEC 20
BOILER REPLACEMENT AT

- 15.1.3. Annex 3 –Particular Specification



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Lodge Park Sports

- 15.1.4. Annex 4 – Asbestos Management Plan



Lodge Park Sports
Centre Asbestos Man.

- 15.1.5. Annex 5 – Fire Risk Assessment



CBC - FRA for Loc
Park Sports Centre

- 15.1.6. Annex 6 – Water Hygiene Report



Water Hygiene
report Lodge Park

- 15.1.7. Annex 7 – Legionella Report

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WaterTec Lodge P
Sports Centre 10

15.1.8. Annex 8 –Remedial Works Carried Out



LPSC Remedial
works carried out

15.1.9. Annex 9 – Minor Electrical Installation Works Certificates (x7)



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IMN4_0992374.p
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IMN4_0992373.p
I BSC BNE



IMN4_0992372.p
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IMN4_0992371.p
I BSC BNE



IMN4_0992370.p
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IMN4_0992369.p
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15.1.10. Annex 10 – Floor Plans – Please note that no other floor plans exist, beyond what has been provided herein.



Lodge Park Spor
Centre Floor Plan



Lodge Park Spor
Centre Floor Plan

15.1.11. Annex 11 – Construction Charter



Construction
Charter.pdf