

**Mechanical and Electrical Replacement Works at Corby East Midlands International Pool**

**Document Two**

**Specification**

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16. **Definitions**
    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 |
| Prohibited Act | The following constitute Prohibited Acts:   * 1. 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;   2. 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;   3. 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;   4. 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:   * 1. the Service is (or is to be) provided; or  1. the Contractor manages, organises or otherwise directs the provision or the use of the Service. |
| The Council | Corby Borough Council |
| The Contractor | The company who wins the contract, following evaluation of all bids received by the Council |

1. **Introduction**
   1. The Council is seeking a suitably qualified and experienced Contractor to undertake works to improve the overall function of the air handling functions at Corby East Midlands International Pool, taking into consideration energy use of the calorex system, ventilation of under croft for the plant room and the installation of pool covers.
2. **Background**
   1. Condition reports on the Corby East Midland International Pool Air Handling Units and water treatment system were completed in June 2018 by Kier Building Services Ltd and Dryden Aqua Technology Ltd respectively. Those reports detailed the following conclusions:
      1. That Corby East Midlands International Pool is not currently being operated in the most energy efficient manner and that there are lifecycle issues emerging with building fabric and Mechanical and Electrical equipment;
      2. Short term gains can be achieved with moderate spend, but for a significant improvement in operating environment and in energy consumption we consider that larger scale investment is required, and that consideration of a change to a conventional Air Handling Unit plant should be a central consideration; and
      3. As part of these works mechanical ventilation in the pool plant room is required, a pool cover and improvements to the Building Management System.
3. **Service Conditions and Environmental Factors**
   1. Parking permits can be arranged for Victoria Place where an access road will lead to the boiler room situated at the rear of the building. The road is for access only. The plant room has limited space so consideration must be given to the storage and delivery of equipment.
   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.
   3. All works will need to be undertaken whist the swimming pool remains in full operation. Pools must remain open and fully operational unless clearly agreed in writing with the council. The swimming pool is open to members of the public or clubs from 05:00 to 22:00 Monday to Friday and 07:00 to 22:00 Saturday and Sundays. If out-of-hours work is required the Contractor shall allow within the submission and clearly indicate when, where and why it is required.
   4. All works must be fully risk assessed and provided in advance on electronic format with a clear method statement accompanied with the relevant permits to work prior to any works commencing.
   5. All works materials must be sustainably sourced with any waste disposed of in line with the current environmental standards set out in the Waste Management Plan for England.
4. **Statement of Requirements**
   1. Please see the appendices at the end of this Specification, which form the Statement of Requirements for this project. These appendices should be read in conjunction with the information provided throughout this Specification
5. **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 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.
   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. **Quality Requirements**
   1. All works, parts and equipment must be suitable for the purposes stated and completed, installed or operated by appropriately qualified, skilled and experienced workers.
   2. Where appropriate, the Contractor must be a member of a recognized relevant professional body.
   3. The Contractor must provide, if requested, evidence of skills and or qualifications.
   4. Suitable and sufficient staffing levels must be maintained throughout the works with a clearly identifiable Works Supervisor.
   5. The works must be planned to ensure safe working practices are maintained and the duration of works must be supplied by way of an approved Project Plan.
2. **Whole of Life Support**
   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.
   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.
   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.
   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.
3. **Security**
   1. Parking permits can be arranged for Victoria Place where an access road will lead to the boiler room situated at the rear of the building. The road is for access only. The plant room has limited space so consideration must be given to the storage and delivery of equipment.
   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.
   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.
   4. General Data Protection Regulations must be adhered to where required in the use of personal and council data.
4. **Training**
   1. The Contractor shall allow, within their costs, for training of the site maintenance personnel and management teams for any changes and operation to plant or building management systems (BMS) for the mechanical and electrical works, actions for any alarms identified via staff or the BMS and the general operation and on-site maintenance procedures of pool covers and automatic systems.
   2. Working hours will be agreed with the successful Contractor during a pre-contract meeting, but any works must avoid the following dates and times:
      1. 08:00 to 22:00 between Saturday, 21st & Monday, 23rd December 2019 (inclusive);
      2. 08:00 to 22:00 between Friday, 24th & Sunday, 26th January 2020 (inclusive);
      3. 08:00 to 22:00 between Friday, 7th & Sunday, 9th February 2020 (inclusive); and
      4. 08:00 to 22:00 between Friday, 20th & Sunday, 22nd March 2020 (inclusive).
5. **Project Management**
   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.
   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.
6. **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 Service, which the Council and the Contractor have identified.
7. **Other Relevant Details**
   1. In order for Contractors to ensure their submissions reflect as accurately as possible the Council’s specification and requirements, the Council strongly recommends that Contractors undertake a site visit in order for each Contractor to satisfy itself so far as is possible that its proposed price offer to be submitted in its bid is correct, realistic and sustainable. Such site visits may be arranged by contacting Corby East Midlands International Pool, as follows:
      1. Please arrange site visits directly with Roger Jones (Pool Manager) on telephone number 07795 612 703 or by email [roger.jones@corby.gov.uk](mailto:roger.jones@corby.gov.uk)

* 1. All questions asked by Contractors during site visits will be distributed to all Contractors, including answers.
  2. Site visits will not be scored or evaluated, but the council makes available this opportunity to Contractors in accordance with the principles of openness, fairness, transparency and non-discrimination so as to enable each Contractor so far as is reasonable to submit its most competitive bid.
  3. **For the avoidance of doubt please be aware that following award of contract should the successful Contractor subsequently find that its proposed solution is not accurate and sustainable then the successful Contractor will be not be permitted to amend their pricing bid so as to request any further monies associated with the full provision of this service.**

1. **Corporate Social Responsibility**
   1. Requirements
      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/fi le/646497/2017-09- 13\_Official\_Sensitive\_Contractor\_Code\_of\_Conduct\_September\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/fi%20le/646497/2017-09-%2013_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.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:
2. eliminate discrimination, harassment or victimisation of any kind; and
3. 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:
4. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
5. 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;
6. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
7. 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;
8. 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;
9. 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;
10. 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;
11. 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;
12. 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;
13. shall not use or allow child or slave labour to be used by its Sub-Contractors;
14. 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:
15. 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;
16. 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;
17. 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;
18. 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.
19. record all disciplinary measures taken against Contractor Staff; and
20. ensure that Contractor Staff are engaged under a recognised employment relationship established through national law and practice.
    1. Working Hours
       1. The Contractor shall:
21. ensure that the working hours of Contractor Staff comply with national laws, and any collective agreements;
22. 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;
23. ensure that use of overtime used responsibly, taking into account:
24. the extent;
25. frequency; and
26. 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 60 hours, except where covered by Paragraph 5.3 below.
      2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
27. this is allowed by national law;
28. 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
29. 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-thegovernment-buying-standards-gbs>
30. **Appendices**
    1. To open the embedded appendices, **double click on the document icon**.
       1. Appendix 1 – Description of Work



* + 1. Appendix 2 –Provisional Sums



* + 1. Appendix 3 – Mechanical Specification



* + 1. Appendix 4 – Electrical Services Specification



* + 1. Appendix 5 – Pricing Schedule



* + 1. Appendix 6 – Form Of Tender



* + 1. Appendix 7 – Pre-Construction Information



* + 1. Appendix 8 – Minor Works Contract Amendments



* + 1. Appendix 9 – Appendix A: Hazard Elimination Schedule



* + 1. Appendix 10 –Appendix B Corby International Swimming Pool M&E Replacement Works Draft contract



* + 1. Appendix 11 – Tender Drawings x8



* + 1. Appendix 12 – As Installed Records



* + 1. Appendix 13 – Construction Charter

