

**Tender for Fire Door Replacement Works to Shopping Parades across Corby**

**Tender – Document Two**

**Specification**

Thank you for expressing interest in this procurement for Fire Door Replacement Works to Shopping Parades across Corby.

**Please ensure that you register your interest with the procurement contact named in Document One in order to receive updates, question responses, etc.**

We now invite you to submit a tender. Further stages of the process are outlined in this document.

To assist you in this, four documents have been provided:

* Document One – Information and instructions (including the timetable)
* Document Two – Specification (this document)
* Document Three – General Terms and Conditions
* Document Four – Tender Response Document

When completed, please return **two hard copies and a copy electronically saved on a USB drive** ofthe response document (Document Four).

Please mark envelopes/packages with only “**Tender Response: Fire Door Replacement Works to Shopping Parades across Corby (Private and Confidential)**”and with no company markings or anything else which might identify your organisation e.g. personalised franking, and return to:

Democratic Services Manager

Corby Borough Council

Democratic Services Department

Corby Cube

Parklands Gateway

George Street

Corby, Northamptonshire

NN17 1QG

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| **To be received not later than 12:00 noon on Thursday, 19th September 2019.**  **Late submissions will be disregarded.** |

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

**Table A**

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| --- | --- |
| Delay | A delay in the design, development, testing or implementation of the Service by the relevant date set out in the Implementation Plan. |
| CDM | Construction (Design and Management) Regulations 2015 |
| Contract | The legal agreement between the Supplier and the Council, which details the Council’s requirements, terms and conditions |
| GDPR | The General Data Protection Regulation (*(EU) 2016/679*). |
| Government Data | Any data required for collection or use by any branch of Government |
| Month | A calendar month |
| Parties | Corby Borough Council and the successful Supplier |
| 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 Supplier’s premises or third party premises) from, to or at which:   * 1. the Service is (or is to be) provided; or  1. the Supplier manages, organises or otherwise directs the provision or the use of the Service. |
| Start Date | The date the Contract start |
| The Council | Corby Borough Council |
| The Supplier | The company who wins the contract, following evaluation of all bids received by the Council |
| Working Day | Monday to Friday, excluding any public holidays in England and Wales. |

1. **Introduction**
   1. The Council is seeking a suitably qualified and experienced Supplier to undertake a programme of inspection and replacement to ensure the fire doors at the retail units, for which the Council is the landlord, are fully compliant.
2. **Background**
   1. Following the completion of stock condition surveys, it has identified the fire doors to many of the retail units are non-compliant, due to changes in regulations and/or general wear and tear.
   2. The works will provide a safer environment for commercial residents and customers / members of the public.
3. **Scope**
   1. It has been highlighted via Stock Condition Surveys that a large number of Final Exit Doors at commercial properties are either in a poor state of repair or non-compliant with current regulations.
   2. As a one off exercise the Council wish to inspect and bring all doors, including ironmongery, up to the required standard.
4. **Service Conditions and Environmental Factors**
   1. The tenanted premises will be operating normally during these works. Therefore, this must be taken into consideration when arranging any works. The premises must be kept secure when staff/contractors are on site, therefore removal and reinstatement should take place on the same day.
   2. If the premises is fitted with a fire alarm which is connected to the final exit doors this must be clearly stated in the initial report so that necessary arrangements can be made with the tenant for isolation and reinstatement when the works are completed.
   3. The contractor must ensure that the arisings from site are disposed of correctly using either council tip facilities or other facility. They must ensure that nothing is fly-tipped or disposed of incorrectly.
5. **Key Staff**
   1. The Supplier must provide name of the competent person, who will be taking responsibility for the inspections and reports.
   2. When requested, the Supplier must provide the name of the foreman who will take day-to day responsibility for delivering the replacement works and must provide details of any sub-contractors who may be employed on this contract.
   3. The Supplier shall:
      1. Notify the Council promptly if either of the two people named above are no longer part of the project.
      2. Ensure appropriately skilled, qualified and experienced replacements are in place within five (5) Working Days;
      3. Provide the Council with as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract in a timely manner
      4. Ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Service; and
      5. Ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
6. **Statement of Requirements**
   1. All exit fire doors must adhere to BS 9999:2008
   2. Final Exits
      1. Final exits need to be dimensioned and sited to facilitate the evacuation of persons out of and away from the building. Accordingly, they should be not less in width than the escape route(s) they serve and should also meet all of the following conditions:
7. Final exits should be sited to ensure rapid dispersal of persons from the vicinity of the building so that they are no longer in danger from fire and smoke;
8. Direct access to a street, passageway, walkway or open space should be available;
9. The route clear of the building should be well defined, and if necessary (i.e. potential traffic hazard) suitably guarded;
10. Final exists should be apparent to persons who might need to use them. This is particularly important where the exit opens off a stair that continues down, or up, beyond the level of the final exit;
11. Final exists should be sited so that they are clear of any risk from fire or smoke in a basement (such as the outlets to basement smoke vents, or from openings to transformer chambers, refuse chambers, boiler rooms and similar risks);
12. Where a final exit leads to steps outside the building, care should be taken to ensure that there is space for a wheelchair user to move so they do not obstruct the flow of other people leaving the building;
13. Wherever possible final exits should provide a level or ramped route away from the building;
14. Where a ground floor storey exit shares a final exit with a stair via a ground floor lobby, the width of the final exit should be sufficient to enable a maximum evaluation flow rate equal to or greater than that from the storey exit and stair combined; and
15. The Supplier, at the earliest opportunity and no later than during the site survey, should point out if any of the requirements of this work cannot be met and inform the Council accordingly.
16. **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. **Data Management / General Data Protection Regulation (GDPR)**
   1. Any information provided or accessed by the Supplier as a part of this Service are subject to the General Data Protection regulation, with which, the Supplier must comply. Further details are set out within the General Terms and Conditions, however, if the Supplier does not follow the requirements of the GDPR, they will be in breach of contract.
      1. the subject matter of the processing will be tenant names and contact details;
      2. details of the duration of the processing will be no longer than the Contract term;
      3. the nature and purpose of the processing will be scheduling appointments for inspection and then follow on works for replacement of final exit doors;
      4. the type of personal data being processed is name of tenant, address and contact number;
      5. the categories of the data subjects are likely to include Staff (including volunteers, agents, and temporary workers), customers/clients and members of the public;
      6. the obligations and the rights of the Council will remain in place until the end of the contract term, including all defects and warranty periods
      7. the Supplier must act on the documented instructions of the Council;
      8. the Supplier must delete or return any and all personal data at the end of the provision of the service;
      9. the Supplier must implement appropriate technical and organisational measures; and
      10. the Council retains a right to audit the Supplier at the Council’s absolute discretion, in relation to this matter.
   2. The Supplier 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. Installation must comply with BS9999:2008 and RRFSO 2005*, a*s detailed in the Specification.
3. **Whole of Life Support**
   1. The Supplier will provide for twelve (12) months defects liability with re-inspection, before the end of the 12-month period, to address any adjustments that may be required.
4. **Security**
   1. As a part of this contract, the Supplier will ned to have due regard for the security of the businesses which operate in the Council’s tenanted buildings, which include but are not limited to:
      1. Solicitors;
      2. Accountants; and
      3. Restaurants.
   2. In order to ensure this, within ten (10) Working Days after the Contract Start Date, the Supplier shall prepare and deliver to the Council, for approval, a fully complete and up-to-date Security Management Plan, which shall detail the processes and arrangements that the Supplier shall follow to:
      1. detail the process for managing any security risks from sub-contractors and third parties providing this service;
      2. be developed to protect all aspects of this service;
      3. set out the security measures to be implemented and maintained by the Supplier in relation to this service; and
      4. set out the plans, arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements in relation to providing this service.
5. **Implementation Criteria**
   1. All works are to be completed by no later than Friday, 28th February 2020.
6. **Monitoring Arrangements** **and Contract management**
   1. The Supplier shall at all times provide the Service to meet or exceed any Service requirements detailed in this Specification and/or any relevant supporting documentation.
7. **Project Management**
   1. The Supplier and the Council shall each appoint a Project Manager, through whom the provision of the Service shall be managed day-to-day.
   2. The Supplier 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.
8. **Risk Management**
   1. The Supplier and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.
   2. The Supplier 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 Supplier will allow the Council to inspect, at any time within working hours, the accounts and records which the Supplier is required to keep.
   4. The Supplier will maintain a risk register of the risks relating to the Service, which the Council and the Supplier have identified.
9. **Corporate Social Responsibility**
   1. Requirements
      1. In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government. ([https://www.gov.uk/government/uploads/system/uploads/attachment\_data/fi le/646497/2017-09- 13\_Official\_Sensitive\_Supplier\_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 Suppliers and Sub-Contractors to meet the standards set out in that Code. In addition, the Council expects its Suppliers and Sub-Contractors to comply with the standards set out in this Section.
      3. The Supplier acknowledges that the Council may have additional requirements in relation to corporate social responsibility. The Council expects that the Supplier and its Sub-Contractors will comply with such corporate social responsibility requirements as the Council may notify to the Supplier from time to time.
   2. Equality and Accessibility
      1. In addition to legal obligations, the Supplier 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:
10. eliminate discrimination, harassment or victimisation of any kind; and
11. 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 Supplier:
12. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
13. shall not require any Supplier 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;
14. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
15. 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;
16. 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;
17. 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;
18. 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;
19. 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;
20. 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;
21. shall not use or allow child or slave labour to be used by its Sub-Contractors;
22. 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 Supplier shall:
23. 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;
24. ensure that all Supplier 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;
25. 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;
26. 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.
27. record all disciplinary measures taken against Supplier Staff; and
28. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.
    1. Working Hours
       1. The Supplier shall:
29. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
30. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
31. ensure that use of overtime used responsibly, taking into account:
32. the extent;
33. frequency; and
34. hours worked; by individuals and by the Supplier 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:
35. this is allowed by national law;
36. 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
37. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
    * 1. All Supplier 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 Supplier 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>
38. **Appendices**
    1. To open the embedded appendices, **double click on the document icon**.
       1. Appendix 1 – Door Details

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* + 1. Appendix 2 – Stock Condition Details

