



**TENDER FOR LED LIGHTING AT CORBY EAST MIDLANDS INTERNATIONAL POOL  
AND LODGE PARK SPORTS CENTRE**

**TENDER – DOCUMENT TWO**

**SPECIFICATION**

**LED LIGHTING AT CORBY EAST MIDLANDS INTERNATIONAL POOL AND LODGE  
PARK SPORTS CENTRE  
CORBY BOROUGH COUNCIL 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**

CEMIP	Corby East Midlands International Pool
Contract	The legal agreement between the Supplier and the Council, which details the Council's requirements, terms and conditions
LED	Light Emitting Diode
LPSC	Lodge Park Sports Centre
Month	A calendar month
Prohibited Act	<p>The following constitute Prohibited Acts:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>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.</li> </ul>
Representative	Means, in relation to a party, its employees, officers, representatives and advisors
Site	<p>any premises (including the Council's Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none"> <li>a. the Service is (or is to be) provided; or</li> <li>b. the Supplier manages, organises or otherwise directs the provision or the use of the Service.</li> </ul>
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

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## **2. INTRODUCTION**

- 2.1. The Council is seeking a suitably qualified and experienced Supplier to replace the current lighting at Corby East Midland International Pool (CEMIP) and Lodge Park Sports Centre (LPSC) with suitable and sufficient LED lighting.
- 2.2. The Council expects a high-quality installation, which will take account of the various types of fittings and the suitability for the specific installation locations.

## **3. BACKGROUND**

- 3.1. Partial replacement of old light fittings have been completed at both sites and additional funding of up to £110,000 has been made available for the project, which is to be delivered in 2 phases:
  - 3.1.1. Phase 1 – Corby East Midlands International Pool; and
  - 3.1.2. Phase 2 – Lodge Park Sports Centre.

## **4. SCOPE**

- 4.1. A full site survey will be required to establish the remaining fittings required, taking into consideration the location, recommended lux levels, fitting of new LED's and IP ratings for use in changing rooms, external sports pitches and pool environment. There is no requirement to include emergency light fittings at either CEMIP or LPSC.
- 4.2. Where possible, Suppliers should seek to reduce the overall number of fittings where applicable.
- 4.3. Consideration and best practice from Sport England, Governing Bodies, Swim England and the Health and Safety Executive should be followed for activity areas such as offices, corridors, storage cupboards, staff welfare rooms, toilets, stairs, pool hall, sports halls, outside pitches, exercise studios, gyms and all business areas. This list is not exhaustive so full consideration for all areas will be required.

## **5. SERVICE CONDITIONS AND ENVIRONMENTAL FACTORS**

- 5.1. **Due to the budget and expenditure for this project being pre-approved by the Council's One Corby Policy Committee, any bids received in excess of the maximum pre-approved total project budget of £110,000 will be disregarded by the Council.**
- 5.2. Where fittings and bulbs are situated in areas of humidity and damp conditions all fittings and bulbs must have the suitable and sufficient IP rating as outlined in the relevant British Standards and as set out in BS EN 60598-2-18 (luminaries for swimming pools) and in line with NIC EIC 18<sup>th</sup> Edition wiring regulations or equivalent.
- 5.3. All fittings and bulbs must be operable and manage the extremes of each areas. For example Swimming pool halls with increased humidity and heat in excess of 31 degrees, health suites with increased humidity and heat in excess of 36 degrees and all weather pitches where low temperatures as low as -6 degrees. These examples are not an exhortative list and full consideration should be given at the time of the site visits.

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- 5.4. 100% of fittings and bulbs will undergo a check after installation in line with current legislations of electrical testing to ensure they are suitable and working for the individual locations.
- 5.5. The Supplier must be able to demonstrate safe working practices at all times and all staff must hold the relevant qualification for undertaking tasks associated with this project. All contractors must conform to (PPE) Personal Protective Equipment regulations and must at all times carry and use any PPE required to deliver the project.
- 5.6. A suitably trained person must be supplied by the Supplier on-site at all times to ensure current Health and Safety legislation is followed throughout the duration of the project.
- 5.7. Accident reporting must be completed and complied at all times paying special attend to RIDDOR and any accidents must be reported to the council safety and resilience team for any actions that may be required.
- 5.8. The Supplier must, at all times, ensure that access to the business areas is available. Consideration must be given and agreed at the time of the site visits to the use of the buildings and as such any specific requirements they may have around the use of the sites by the staff, paying public and bookings.
- 5.9. All fittings and bulbs must be able to demonstrate efficient energy use easily translated into savings in energy use and all obsolete fittings and bulbs must be recycled by the Supplier in line with the most current legislation.

**6. STATEMENT OF REQUIREMENTS**

- 6.1. Undertake a full site survey at both sites to identify the type and requirement for lighting levels and identifying electricity savings and the payback period of the project for each site.
- 6.2. Supply and installation of a new LED fittings and bulbs to comply with the regulations set out under the Quality Requirements heading of this document.
- 6.3. All obsolete and replaced fittings must be disposed of away from site in line with safe current environmental requirements and regulations.
- 6.4. Evidence of suitable Lux levels for each area referenced from the relevant professional bodies or chartered organisations, such as Swim England and Sport England and the Health and safety Executive.
- 6.5. Provide suitable redesigned lighting options for consideration by the Council, for the reception area at Lodge Park Sports Centre.
- 6.6. A post installation programme must be included for any damage to ceilings, walls or other such area affected by the removal of the current fittings and replacement of the LED fittings.
- 6.7. A post installation inspection report to be provided, with a drawn plan to number and identify each fitting to include:
  - 6.7.1. Location;
  - 6.7.2. Fittings;

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- 6.7.3. parts used;
- 6.7.4. bulb requirements;
- 6.7.5. lux rating; and
- 6.7.6. IP rating.

## **7. QUALITY REQUIREMENTS**

- 7.1. LED fittings and luminaries to comply with the following, as appropriate to each site:
  - 7.1.1. BS EN 5266 (building regulation);
  - 7.1.2. BS EN 12193 (sports lighting);
  - 7.1.3. BS EN 12464-1 (lighting indoor workplaces);
  - 7.1.4. BS EN 60598-2-18 (luminaries for swimming pools);
  - 7.1.5. BS EN 62717 and BS EN 62034 (LED modules general lighting); and
  - 7.1.6. All additional relevant or equivalent legislation.
- 7.2. The fittings must carry the specific IP rating for use in all areas as set out by BS EN 60598-2-18 (luminaries for swimming pools) and in line with BS7671:2018 wiring regulations or equivalent.
- 7.3. The Supplier and any and all sub-contractors (where relevant) must be registered members of the NIC EIC approved contractors scheme holding the 18<sup>th</sup> Edition wiring regulations certification or equivalent and hold all relevant qualifications to undertake commercial electrical installations.

## **8. WHOLE OF LIFE SUPPORT**

- 8.1. A full Fitting Warranty of at least 12 but up to 24 months must be provided.
- 8.2. A full Parts Warranty for a minimum of 60 months, must be provided, from the completion of the project.

## **9. SECURITY**

- 9.1. Prior to 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:
  - 9.1.1. detail the process for managing any security risks from Subcontractors and third parties providing this service;
  - 9.1.2. be developed to protect all aspects of this service;
  - 9.1.3. set out the security measures to be implemented and maintained by the Supplier in relation to this service; and
  - 9.1.4. 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.

## **10. TRAINING**

- 10.1. The Supplier is to provide any training, required by Council staff, to enable full and appropriate use of the system, provided by the Supplier.

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**11. IMPLEMENTATION CRITERIA**

- 11.1. This contract is to run for a maximum of 3 months from the Contract Start Date.
- 11.2. A draft implementation plan is to be provided as a part of the Supplier's procurement response, to include consideration around school holidays, exams, galas, and sports bookings.

**12. MONITORING ARRANGEMENTS AND CONTRACT MANAGEMENT**

- 12.1. The Supplier shall at all times provide the Service to meet or exceed the performance and requirements set out in this Specification and accompanying documents.

**13. PROJECT MANAGEMENT**

- 13.1. The Supplier and the Council shall each appoint a Project Manager, through whom the provision of the Service shall be managed day-to-day.
- 13.2. 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.

**14. RISK MANAGEMENT**

- 14.1. The Supplier and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.
- 14.2. The Supplier shall develop, operate, maintain and amend, as agreed with the Council, processes for:
- 14.2.1. the identification and management of risks;
  - 14.2.2. the identification and management of issues; and
  - 14.2.3. monitoring and controlling project plans.
- 14.3. 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.
- 14.4. The Supplier will maintain a risk register of the risks relating to the Service, which the Council and the Supplier have identified.

**15. OTHER RELEVANT DETAILS**

- 15.1. In order for Suppliers to ensure their tender submissions reflect as accurately as possible the Council's specification and requirements, the Council strongly recommends that Suppliers undertake site visits in order for each Supplier to satisfy itself so far as is possible that its proposed tendered price to be submitted in its bid is correct, realistic and sustainable. Such site visits may be arranged as follows:
- 15.1.1. Please arrange site visits directly with Kevin Williams (Leisure Manager) on telephone number 01536 400 033.
- 15.2. All questions asked by Suppliers during site visits will be distributed to all Suppliers, including answers.

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15.3. Site visits will not be scored or evaluated, but the council makes available this opportunity to Suppliers in accordance with the principles of openness, fairness, transparency and non-discrimination so as to enable each Supplier so far as is reasonable to submit its most competitive bid.

**15.4. For the avoidance of doubt please be aware that following award of contract should the successful Supplier subsequently find that its proposed solution is not accurate and sustainable then the successful Supplier 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.**

## **16. CORPORATE SOCIAL RESPONSIBILITY**

### **16.1. Requirements**

- 16.1.1. 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/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 16.1.2. 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.
- 16.1.3. 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.

### **16.2. Equality and Accessibility**

- 16.2.1. 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:
  - 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.

### **16.3. Modern Slavery, Child Labour and Inhumane Treatment**

- 16.3.1. 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.
- 16.3.2. The Supplier:
  - a. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;



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- b. 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;
- 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.

**16.4. Income Security**

**16.4.1. The Supplier 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 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;
- 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 Supplier Staff; and

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- f. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

**16.5. Working Hours**

**16.5.1. The Supplier shall:**

- a. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- b. 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;
- 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 Supplier Staff as a whole.

**16.5.2. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.**

**16.5.3. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:**

- a. this is allowed by national law;
- b. 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
- c. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

**16.5.4. 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.**

**16.6. Sustainability**

**16.6.1. 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>