

SUBCONTRACT ORDER MAJOR FORM (PART A)

PART A - AGREEMENT AND PARTICULARS

Order Number:

insert order number for this specific subcontract – also insert in Footer

[Note – Channel to consider whether it requires an obligation on the Subcontractors to deliver collateral warranty agreements in favour of third parties, e.g. the client. This was not catered for in the conditions provided but may be an obligation placed on Channel up the line].

[Note – is any form of performance security e.g. Parent Company Guarantee required from the subcontractor?]

NOW IT IS AGREED THAT

1 AGREEMENT

1.1 In consideration of the payments to be made by the Company to the Subcontractor as referred to in the Contract and the performance by each party of its covenants and obligations under the contract, the Subcontractor hereby covenants with the Company to carry out and complete the Works and remedy any defects in accordance with the Contract.

1.2 The Company hereby covenants to pay the Subcontractor the amount due in accordance with the Contract at the times and in the manner set out in the contract in consideration of the Subcontractor carrying out and completing the Works and remedying any defects in accordance with the Contract.

1.3 The Subcontractor shall (save as otherwise expressly provided in the Contract) provide without limitation, and shall be deemed to have included in the Subcontract Sum for any and all works and temporary works, tools, plant, equipment, commissioning, testing, off-loading and distribution, items of attendance, attendant and other labour, supervision and any/all other things necessary so as to carry out and complete the Works (as defined herein) and to fully comply with all of the terms of the Contract (whether express or implied).

2 DOCUMENTS COMPRISING THE CONTRACT

2.1 This Agreement together with the following documents constitute the "Contract" and are in the following order of priority:

- 2.1.1 this Part A - Agreement and Particulars.
- 2.1.2 the Works Specification appended hereto, and all documents referred to in it;
- 2.1.3 Part B - Conditions of Contract appended hereto; and
- 2.1.4 any other documents explicitly referred to or included in the Contract (the "Contract Documents").

3 THE WORKS

Scope of the Works (the physical works)

3.1 The Subcontractor shall carry out [Channel to summarise the physical works to be carried out by the subcontractor] (the "Works") as more particularly described in this Part A - Agreement and Particulars, the Works Specification and the other Contract Documents.

Design

3.2 The Works [include]/[do not include] design to be carried out by the Subcontractor. Where the Works include design to be carried out by the Subcontractor, clauses 3.3 to 3.6 of this Part A - Agreement and Particulars shall apply. Clauses 3.3 to 3.6 of this Part A - Agreement and Particulars do not apply where the Works do not include design to be carried out by the Subcontractor.

3.3 The Works include the design and construction of [Insert description of the Subcontractor's Designed Works] (the "Subcontractor's Designed Works"). The requirements of the Company for the design and construction of the Subcontractor's Designed Works (the "Company's Requirements") are more particularly shown and described or otherwise stated in the Works Specification

3.4 The Subcontractor shall co-ordinate and integrate the Subcontractor's Designed Works with the Building Contract Works as a whole and shall liaise, co-ordinate and integrate with all subcontractors and consultants providing design in respect of the Building Contract Works.

The Subcontractor's Proposals

3.5 The Subcontractor [has]/[has not] provided to the Company a document containing its proposals for the design and construction of the Subcontractor's Designed Works (the "Subcontractor's Proposals"), in response to the Company's Requirements.

In the event that the Subcontractor has provided the Company with a document containing such Subcontractor's Proposals, such proposals are

This Agreement is made on the of 20.... between:

1. CHANNEL FIRE LIMITED (company registration number 09552035) whose registered office is at Alpine House, Hollins Brook Park, Little 66, Bury, BL9 8RN (the "Company"), and
2. [] (company registration number []) whose registered office is at [] (the "Subcontractor").

more particularly shown and described or otherwise stated in [state reference numbers and date of document or any other identifiers of the document(s) in which these are contained].

To the extent that the Subcontractor has not provided the Company with a document containing such Subcontractor's Proposals then the Subcontractor's Proposals shall be deemed to be the same as the Contractor's Requirements.

3.6 Where the Subcontractor has provided the Company with a document containing the Subcontractor's Proposals, the Subcontractor has examined the Company's Requirements and the Subcontractor warrants that the Subcontractor's Proposals will meet the Company's Requirements.

4 PAYMENT

Subcontract Sum

4.1 The VAT-exclusive Subcontract Sum is: £[Insert in numbers] ([Insert in words]).

5 TIME

Notice to Commence Work

5.1 The period of written notice to commence work on the Site required to enable a start to be made to the Works shall be five (5) business days unless otherwise stated here: [Insert]

Period for Completion

5.2 The period required for the carrying out of the Works on the Site after the expiry of the period of notice to commence work is: [Insert] working weeks.

Defects Rectification Period

5.3 The Defects Rectification Period shall commence on the date of practical completion of the Works and shall expire on the date which is [Insert] months from the date of practical completion of the [Works / Building Contract Works].

6 INSURANCE

6.1 The Subcontractor shall take out and maintain the following insurances (the policies to be to the satisfaction of the Company) from the date of commencement of the Works for the following amounts and until the event stated:

Works: £[Insert] (if no figure is stated then to the value of the Works) until the date of practical completion of the Works.

Public Liability: £[Insert] million until expiry of the Defects Rectification Period.

Employer's Liability: £[Insert] million (or such higher figure as may be required by law) until the expiry of the Defects Rectification Period.

Professional Indemnity: £[Insert] million for a period beginning now and ending 12 years after the date of practical completion of the Building Contract Works.

The limit of indemnity expressed is for each and every occurrence.

7 BUILDING CONTRACT INFORMATION

7.1 The Company has entered into (or intends to enter into) a contract (the "Building Contract") with [Insert Client's name as set out in the Building Contract] (the "Client") under which the Company is obliged (or will be obliged) to carry out [Channel to summarise the works it is contracted to carry out] (the "Building Contract Works") (which are more particularly described in the Building Contract).

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In witness whereof, the Parties hereto have executed and delivered this Agreement as a deed on the date first before written.

EXECUTED and DELIVERED as a DEED)	EXECUTED and DELIVERED as a DEED)
(but not until the date hereof) by)	(but not until the date hereof) by)
CHANNEL FIRE LIMITED)	SUBCONTRACTOR)
acting by:)	acting by:)

Director:	_____	Director:	_____
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In the presence of:		In the presence of:	
Witness:	_____	Witness:	_____

Name:	_____	Name:	_____
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Occupation:	_____	Occupation:	_____
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Address:	_____	Address:	_____
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APPENDIX 1

SCOPE OF WORKS & PRE-LET MEETING

1	Contract Type	<i>Fixed Price contract based on Channel Terms and Conditions - All variations to be agreed in writing prior to commencement of works. Additional costs will not be accepted unless a formal instruction (SI) has been provided by Channel Fire.</i>
2	Dayworks	<i>Any Dayworks must be agreed in writing with a signed daywork sheet obtained from the client / main contractor and fully verified by Channel Fire.</i>
3	Scope of works	<i>List areas to be protected or refer to relevant document, etc.</i>
4	Progress Reports	<i>List requirements for submitting progress reports.</i>
5	Channel Project Engineer & Contact Details	<i>Name of Engineer.</i>
6	Channel Site Safety Representative & Contact Details	<i>Name of Site Rep.</i>
7	Access Equipment	<i>State who is responsible for supply of access equipment.</i>
8	Equipment Hire	<i>All equipment hired by Channel must be taken care of by sub-contractor. Sub-contractor must be responsible for the advising Channel when it should be off hired and ensuring equipment is returned to the supplier in the same condition.</i>
9	Safety Equipment – PPE	<i>List all necessary PPE to be provided by sub-contractor.</i>
10	Tools	<i>Sub-contractor to supply all tools necessary to execute the full installation of their works applicable to the contract.</i>
11	Pressure Testing	<i>List pressure testing requirements including use of calibrated pressure gauge.</i>
12	Care of Channel Materials	<i>Sub-contractor to take reasonable care of materials and equipment provided by Channel. All steps must be taken to ensure that they are not lost or stolen. Any missing materials from deliveries must be reported to the Channel Engineer immediately.</i>
13	Defects / snags / Leaks etc	<i>All defects / snags etc advised by Channel to be rectified in line with the programme requirements.</i>
14	Warranty	<i>12 months warranty to be provided by the sub-contractor from system handover to the client.</i>
15	Method Statements	<i>Method statement to be provided by Channel. This must be read and signed by all subcontract personnel prior to commencement of works. This must be adhered to at all times.</i>
16	CSCS Cards	<i>All personnel to hold a valid CSCS card.</i>
17	Access Equipment Licence	<i>All personnel operating MEWPS must hold a valid certificate for the equipment they are operating. Copies of these to be provided to Channel Engineer prior to commencement on site.</i>
18	Labour workforce	<i>Minimum number of men and their discipline required to meet programme requirements.</i>
19	Any other requirements of Sub-contractor	<i>List any special requirements not contained within the above documents i.e. any painting / touch up etc.</i>
20	Subcontract to take into consideration, but not limited to, items such as: a Overall fire protection requirements b Plant / site layout c Plant / building construction d Health & Safety requirements e Environmental conditions f Previous experience of similar installations.	
21	Any outstanding information / materials required should be requested from the Channel Project Engineer responsible to allow sufficient time for the information / materials to be provided in accordance with the agreed programme.	
22	Installation staff employed by the sub-contractor to undertake work for Channel shall be suitably trained and competent in the disciplines and skills appropriate to their role. Records of training to be submitted to Channel prior to commencing work.	

A.O.B

25	xxxxxx
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APPENDIX 1

PRICING SCHEDULE / COPY SUBCONTRACTORS QUOTATION

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APPENDIX 1

PROGRAMME / SUB-CONTRACTOR PROGRAMME REQUIREMENTS

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APPENDIX 1

DETAILED SUB-CONTRACT PROGRAMME

Schedule of Key Dates for Subcontract works

The schedule below gives the key dates, durations and sequence of main activities involved in this work package.

- Anticipated Start on Site for Subcontractor is
- Anticipated Mobilisation Period 1 days
- Anticipated duration of Subcontract works on site is XX days
- Commissioning Period included in the above
 Unless noted to the contrary, the commissioning works shall be deemed undertaken within the contractual period noted above.
- Number of Visits Required As required without restriction

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SCHEDULE OF ATTENDANCES

The following schedule summarises the main responsibilities for the provision of site establishment and attendance for the Subcontract works.

Item	Attendance Description	Channel	Sub-Contractor	Provided by 3 rd Party	Remarks
Welfare and Office Accommodation					
1	Shared welfare facilities, including and solely limited to;				
	a Sanitary facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	b Mess room accommodation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	c Drying room accommodation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	d First aid facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Storage					
2	On site storage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Temporary Lighting					
3	Safety or background lighting for the Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	Safety or background lighting for the Subcontract Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5	Task lighting for the Subcontract Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Power					
6	General 240v/ 415v Three Single Phase Temporary Power supply for the Subcontract Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7	General 100v Single Phase Temporary Power supply for the Subcontract Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8	Distribution of temporary power supplies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Temporary Water Supply					
9	Shared supply of non-potable water supply via standpipes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10	Distribute water for the Subcontract Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Unloading and Distribution					
11	Handling and unloading of materials and equipment for incorporation into the Subcontract Works (Incl all manual and mechanically assisted unloading as necessary)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12	Hoisting of materials for incorporation into the Subcontract Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25	Positioning of materials for incorporation into the Subcontract Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26	Distribution of materials from storage facilities within the Working Area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27	Calculations and drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28	Main Standing Access Scaffold over 2 m in height	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29	Other access scaffold over 2 m in height	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
30	Main Standing Access Scaffold under 2 m in height	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31	Provision of all lifting equipment and accessories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
32	Provision of trained and experienced Slings/Signaller Banksman/ Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Protection of works					
33	Supply, fix and maintain throughout the course of the Subcontract Works, temporary protection measures for the permanent equipment, fixtures,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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Item	Attendance Description	Channel	Sub-Contractor	Provided by 3 rd Party	Remarks
	fittings, finishes and the like, associated with the Subcontract Works				
34	Temporary protection to the works, subcontract works and adjacent works areas during the progress of the Subcontract Works.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
35	Protection of existing services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Waste					
36	Clearance of dirt, dust and debris arising out of the Subcontract Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
37	Disposal off site of hazardous or non-inert waste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
38	Wheeled bins, skips and the like	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
39	Clean down upon completion of the Subcontract Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Setting out					
40	Prefabrications Surveys and dimensioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
41	Main Grid lines and datum levels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
42	Setting out from grid line, datum levels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
43	All other setting out marks, including but not solely limited to Builders Works in connection with, holes, chases, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Health & Safety					
44	Safety, Health and Environmental equipment generally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
45	Personal Protective Equipment for all operatives involved in the Subcontract Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
46	Hoardings, barriers, fences, screens, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
47	Protection of other trades work against damage by his own work force	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
48	Traffic Management measures				
49	Management of Sub-Contract Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
50	Operatives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
51	Specialist and non-specialist plant and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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APPENDIX 1

DRAWINGS SPECIFICATIONS AND GENERAL TECHNICAL INFORMATION

The documents listed below shall be taken as the basis of the agreement.

Reference/ number	Revision	Date	Document Description / Name / Title

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