



The Insolvency Service

Rosslee Construction, Black Abbey
Street, Accrington, Lancashire BB5 1HT

Insolvency Service Commercial
16th Floor, 1 Westfield Avenue, Stratford,
London,
E20 1HZ
www.gov.uk/insolvency-service

Your Ref: N/A

Our Ref: TIS0639 North-West Regional Centre Works

Email:

Date: Thursday 30 November 2023

Dear

Ref: TIS0639 North-West Regional Centre Works Letter of Intent. Subject to Contract.

In respect of the ongoing discussions to finalise the content of the JCT Design and Build (2016) Contract for the works at the Insolvency Service's North-West Regional Centre (the Site) please accept this Letter confirmation of an intention to enter into a contract at a future date. This Letter is without prejudice to those ongoing discussions which remain subject to contract. This Letter creates no contractual relationship until such a time that the contract is completed and executed, and a contract has been entered into.

For the specific and sole purpose of this Letter, this is an expression of an intention to enter into a contract at a future date which does not give rise to any legal obligation, whether in contract or *quasi ex-contractu* (as if from a contract) on a *quantum meruit* (a reasonable amount for labour and materials, payable even in the absence of an enforceable agreement) basis.

The Insolvency Service (the Employer) hereby gives authorisation to the contract administrator (RLB but please confirm) to represent it. The following tender items and sums are accepted for the purpose of this Letter:

Tender Reference	Element	Proposed Scope	Estimated Programme	Proposed Limiting Value
1.0	Prelims The contractor is to make allowances for all necessary preliminary items in order to undertake the stated works and ensure they	Allowance for initial site set up, welfare, long lead design items specifically capturing the following outputs; <ul style="list-style-type: none"> Site Set up and 	2 weeks	£100k



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Tender Reference	Element	Proposed Scope	Estimated Programme	Proposed Limiting Value
	are captured within their tender sum.	Welfare Provision <ul style="list-style-type: none"> • Production of Construction Phase Plan • Architectural Works package – Through to RIBA Stage 4 • Acoustician Appointment • M&E Construction Works package – Through to RIBA Stage 4 • Building Regulations Application 		
3.2	Partitions This section is to be read in conjunction with the Proposed Partitions Drawing P-105018-N-04 and architectural specification sections K10, K30 & L40.	Allow for ordering of glazed partitions and any associated items	6-8 Weeks	£25k
7.0	FF&E Allowance for long lead items and procurement of Pods	Allowance for ordering of critical items across a 3-phase installation programme	10-12 Weeks	£160k

These elements are in accordance with the bid, reference: CCIT23A63 submitted on 25 August 2023 and subsequently clarified and accepted on 27 October 2023 via the Crown Commercial Service's eTendering Portal and following notification of award on the date Friday 3 November 2023. No other elements will be considered and remain subject to contract.

This Letter is to cover the procurement of long lead items which will remain the property of The Insolvency Service even in the event that no contract is entered into. Similarly, the output of any report, plan, appointment and the like as referenced above shall become the intellectual property of



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the Insolvency Service and legal ownership of such will transfer to the Insolvency Service upon completion.

The following information is to be finalised but is expected to be contained within the contract:

- Site possession date.
- Contract completion date (including details of any phases).

The contract shall be the JCT Design and Build (2016) Contract incorporating Insolvency Service and Crown Commercial Service Amendments, as per copies of each which were provided to you at Tender. Subcontract Collateral Warranties are also applicable and are to be provided. A Contract must be executed within Two (2) Weeks of acceptance of this Letter. The Contract will be executed as a Deed.

All other work is restricted and unauthorised under the Letter. By proceeding, the Contractor hereby accepts this, and all other terms as set out herein. The Insolvency Service reserves the right to cancel the Letter at any time prior to signing the full contract without notice and upon service such a cancellation no further liability for cost shall be considered. This also includes and claims for loss of profit, opportunity, good will or any indirect or consequential losses.

The Contractor, by accepting this Letter, warrants and represents that it has sufficient insurance to cover the works as set out in this Letter and in accordance with the framework specific minimums as required by the Crown Commercial Service. The Contractor shall indemnify the Insolvency Service from any loss.

The Contractor has no right to assign any portion of the elements set out herein. There shall be no liquidated or ascertained damages associated with this Letter. Any disputes arising shall be resolved in accordance with the JCT Design and Build (2016) contract.

Please review this letter and confirm acceptance in writing (email) to Dan Gilland (dan.gilland@insolvency.gov.uk). The Employer's Agent, Sodexo, shall then confirm next steps with regard to starting work and placing orders.