

(1) [Department for Transport]

- and -

(2) [Niblock (Builders) Limited]

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**NEW ENGINEERING CONTRACT (NEC)  
ENGINEERING AND CONSTRUCTION CONTRACT**

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**Contract Reference No. [TMIMB0044]**

**Date: April 2025**

## FORM OF AGREEMENT

This agreement ("Agreement") is made on the Docusign date between:

The Department for Transport

Of 2/29 Great Minster House, 33 Horseferry Road, LONDON SW1 4DP and

Niblock (Builders) Limited

Of Anerley Works, 135 Anerley Road, London, SE20 8AJ

The *Employer* wishes to have the following *works* provided

- Ground floor (rear wing) lighting upgrades
- First floor (rear wing) lighting upgrades
- Second floor (rear wing) lighting upgrades
- Fourth floor (rear wing) lighting upgrades
- Fourth floor (whole floor) BMS/FCU upgrades
- Associated builders work in connection with the above items

at the

1. The *Contractor* will provide the Works in accordance with the *conditions of contract* identified in the Contract Data.
2. The *Employer* will pay the *Contractor* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data.
3. The documents forming part of this Agreement are
  - this Form of Agreement
  - the Contract Data (Part One and Part Two)

The following documents are also provided:

- Appendix A – Site Information
- Appendix B – Scope
- Appendix C - Specification and drawings
- Appendix D – Pre-Construction Information
- Appendix E – Contractor's Technical Response
- Appendix F – Contractor's Form of Tender
- Appendix G – NEC Option A Contract Data
- Appendix H – Contractor's Priced Activity Schedule
- Appendix I – Contractor's Social Value Response
- Appendix J – Standard Selection Questionnaire
- Tender Clarifications and Correspondence

Signed by

Signature: *Refer to Docusign at the end of the document*

Name:

Position:

Date:

On behalf of (*Employer*):

And Signed by

Signature: *Refer to Docusign at the end of the document*

Name:

Position:

Date:

On behalf of (*Contractor*): *Niblock (Builders) Limited*

## **SECTION 1.2 – CONTRACT DATA**

### **FORM OF CONTRACT**

The Form of Contract will be a New Engineering Contract (NEC) Engineering and Construction Contract, Fourth Edition published in June 2017 for the Institution of Civil Engineers by Thomas Telford Limited, Thomas Telford House, 1 Heron Quay, London E14 4JD, amended as follows.

### **CONTRACT DATA**

The Contract Data section in the Form of Contract shall be replaced by the Contract Data section contained within this document.

### **CONDITIONS OF CONTRACT**

The Core Clauses and Main Option Clauses contained in the Form of Contract referred to above shall be amended as detailed below:

### **AMENDMENTS TO CORE CLAUSES**

- Z1 Official Secrets and Confidentiality
- Z2 Security
- Z3 Transparency
- Z4 Payment
- Z5 Invoicing

PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *conditions of contract* are the core clauses, the clauses for main Option A, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017

Option for resolving and avoiding disputes

W2

Secondary Options

X7 (Delay Damages), X15 (The Contractor's Design) X16 (Retention), X18 (Limitation of Liability), X2 (Changes in Law), and Z1, Z2, Z3, Z4 & Z5.

The *works* are

The works are summarised as follows:

**TMIMB0044 - IMO Lighting and BMS Works 2025**

1. Ground floor (rear wing) lighting upgrades
2. First floor (rear wing) lighting upgrades
3. Second floor (rear wing) lighting upgrades.
4. Fourth floor (rear wing) lighting upgrades.
5. Fourth floor (whole floor) BMS/FCU upgrades

The outline scope of works following the above contractors design portion shall comprise, but is not limited to, the following:

Lighting Upgrades

- Replacement of existing lighting control system and light fittings to LED within the ground, first, second and fourth rear wings.

Fourth floor BMS/FCU Controller Works

- Undertake a full design of all necessary modifications to existing control systems.
- Supply and install outstation controllers within riser control enclosures.
- Supply and install new fan coil unit controllers and associated sensors.
- Modify BMS head end to fully incorporate new controllers.

at

[REDACTED]

The *Client* is

Name

Department for Transport

Address for communications

Department for Transport c/o Spring Place,  
Bay 2/29, 105 Commercial Road,  
Southampton, SO15 1EG

Address for electronic communications

[REDACTED] and  
[REDACTED]

The *Project Manager* is

Name

AtkinsRéalis

Address for communications

5<sup>th</sup> Floor, Nova North, 11 Bressenden  
Place, Westminster, London  
SW1E 5BY

Address for electronic communications

[REDACTED]

The *Supervisor* is

Name

TBC

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The Scope is in

The Site Information is in

The *boundaries of the site* are

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is  except that

- The *period for reply* for  is
- The *period for reply* for  is

The following matters will be included in the Early Warning Register

- |        |   |
|--------|---|
| (i)    | Disruption to building occupants / use                                |
| (ii)   | Periods where access is limited to areas of the building              |
| (iii)  | Presence of asbestos containing materials                             |
| (iv)   | Electrocution   |
| (v)    | Material delays   |
| (vi)   | Unforeseen works items such as re-wiring, firestopping.               |
| (vii)  | Results of pre-start date validations for both lighting and BMS works |
| (viii) | Works existing ceilings   |

Early warning meetings are to be held at intervals no longer than

## 2 The Contractor's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text" value="Site to be fully reoccupied and operational"/>	<input type="text" value="1 September 2025"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

## 3 Time

The *starting date* is

The *access dates* are

	part of the Site	date
(1)	Whole site	22 April 2025
(2)		
(3)		

The *Contractor* submits revised programmes at intervals no longer than

2 weeks

If the *Client* has decided  
The *completion date* for  
the whole of the *works*

The *completion date* for the whole of the *works* is

5 September 2025

Taking over the *works*  
before the Completion  
Date

The *Client* is willing to take over the *works* before the  
Completion Date (Delete as applicable)

If no programme is  
identified in part two of the  
Contract Data

The period after the Contract Date within which the  
*Contractor* is to submit a first programme for acceptance is

1 week

## 4 Quality management

The period after the Contract Date within which the  
*Contractor* is to submit a quality policy statement and  
quality plan is

4 weeks

The period between Completion of the whole of the  
*works* and the *defects date* is

52 weeks

The *defect correction period* is

2 weeks

except that

- The *defect correction period* for Urgent defects is 48 hours
- The *defect correction period* for is

## 5 Payment

The *currency of the contract* is the

Pound Sterling (£)

The *assessment interval* is

Four weeks

The *interest rate* is

2

% per annum (not less than 2) above the

Base

rate of the

Bank of England

bank

If the period in which  
payments are made is not  
three weeks and Y(UK)2 is  
not used

The period within which payments are made is

31 Days

## 6 Compensation events

The place where weather is to be recorded is

London, St James's Park

The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 10:00 hours GMT

and these measurements:

Wind direction, speed and gust (mph)

The *weather measurements* are supplied by

The Met Office

The *weather data* are the records of past *weather measurements* for each calendar month

which were recorded at

London, St James's Park

and which are available from

MetOffice.gov.uk

Where no recorded data are available

Assumed values for the ten-year weather return *weather data* for each *weather measurement* for each calendar month are

N/A

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is

- %

If there are additional compensation events

These are additional compensation events

None.



## 8 Liabilities and insurance

If there are additional  
*Client's* liabilities

- (1)
- (2)
- (3)

These are  
additional  
*Client's* liabilities

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

If the *Client* is to provide  
Plant and Materials

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

N/A – provided by the  
Contractor

If the *Client* is to provide  
any of the insurances  
stated in the Insurance  
Table

The *Client* provides these insurances from the Insurance Table

- (1) Insurance against
- Minimum amount of cover is
- The deductibles are
- (2) Insurance against
- Minimum amount of cover is
- The deductibles are
- (3) Insurance against
- Minimum amount of cover is
- The deductibles are

If additional insurances are  
to be provided

The *Client* provides these additional insurances

- (1) Insurance against
- Minimum amount of cover is
- The deductibles are

The *Contractor* provides these additional insurances

(1) Insurance against

N/A – No additional insurances required

Minimum amount of cover is

The deductibles are

## Resolving and avoiding disputes

The *tribunal* is

Arbitration

If the *tribunal* is arbitration

The *arbitration procedure* is

The Chartered Institute of Arbitrators

The place where arbitration is  
to be held is

Determined by the Chartered Institute of Arbitrators

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

Selected by the Chartered Institute of Arbitrators

If Option W1 or W2 is used

The *Senior Representatives* of the *Client* are

Name (1)

Department for Transport

Address for communications

Department for Transport c/o Spring Place,  
Bay 2/29, 105 Commercial Road,  
Southampton, SO15 1EG

Address for electronic communications

TBC

Name (2)

-

Address for communications

-

Address for electronic communications

-

The *Adjudicator* is

Name

The Royal Institution of Chartered  
Surveyors

Address for communications

12 Great George Street, Parliament  
Square, LONDON SW1P 3AD

Address for electronic communications

drs@rics.org

The *Adjudicator nominating body* is

The Royal Institution of Chartered  
Surveyors

~~If Option W3 is used~~ The number of members of the ~~Dispute Avoidance Board~~ is ~~one/three~~ (Delete as applicable)

~~If Option W3 is used and  
the number of members of  
the Dispute Avoidance  
Board is three~~

~~The Client's nomination for the Dispute Avoidance Board is~~

Name

-

Address for electronic communications

-

~~The Dispute Avoidance Board visit the Site at intervals no  
longer than~~

- months

~~The Dispute Avoidance Board nominating  
body is~~

-

### ~~X1: Price adjustment for inflation~~

~~If Option X1 is used~~ The proportions used to calculate the Price Adjustment Factor are

<del>Q.</del>	<del>-</del>	<del>linked to the index for</del>	<del>-</del>
<del>Q.</del>	<del>-</del>		<del>-</del>
<del>Q.</del>	<del>-</del>		<del>-</del>
<del>Q.</del>	<del>-</del>		<del>-</del>
<del>Q.</del>	<del>-</del>		<del>-</del>
<del>Q.</del>	<del>-</del>		<del>-</del>
<del>Q.</del>	<del>-</del>	<del>non-adjustable</del>	<del>-</del>
<del>1.00</del>	<del>-</del>		

~~The base date for indices is~~

-

~~These indices are~~

-

### ~~X3: Multiple currencies~~

~~If Option X3 is used~~ The *Client* will pay for the items or activities listed below in the currencies stated

<del>items and activities</del>	<del>other currency</del>	<del>total maximum payment in the currency</del>
<del>-</del>	<del>-</del>	<del>-</del>
<del>-</del>	<del>-</del>	<del>-</del>

The ~~exchange rates~~ are those published in

-

on

-

(date)

### X5: Sectional Completion

If Option X5 is used — The ~~completion date~~ for each ~~section~~ of the ~~works~~ is

~~section~~

~~description~~

~~completion date~~

(1)

-

-

(2)

-

-

(3)

(4)

-

-

### X6: Bonus for early Completion

If Option X6 is used  
without Option X5

The bonus for the whole of the ~~works~~ is

- per day

If Option X6 is used  
with Option X5

The bonus for each ~~section~~ of the ~~works~~ is

~~section~~

~~description~~

~~amount per day~~

(1)

-

-

(2)

-

-

(3)

-

-

(4)

-

-

The bonus for the remainder of the ~~works~~ is

-

### X7: Delay damages

If Option X7 is used without  
Option X5

Delay damages for Completion of the whole of the ~~works~~  
are

£250 per day

If Option X7 is used with  
Option X5

Delay damages for each ~~section~~ of the ~~works~~ are

~~section~~

~~description~~

~~amount per day~~

(1)

-

-

(2)

-

-

(3)

-

-

(4)

-

-

The delay damages for the remainder of the ~~works~~ are

-

## X8: Undertakings to the ~~Client~~ or Others

If Option X8 is used — The ~~undertakings to Others~~ are  
provided to

-

-

The ~~Subcontractor undertaking to Others~~ are

works — provided to

-

-

The ~~Subcontractor undertaking to the Client~~ are

works

-

-

## X10: Information modelling

If Option X10 is used

If ~~no information execution plan~~ is identified in part two of the Contract Data

The period after the Contract Date within which the ~~Contractor~~ is to submit a first Information Execution Plan for acceptance is

The minimum amount of insurance cover for claims made against the ~~Contractor~~ arising out of its failure to use the skill and care normally used by professionals providing

Information similar to the Project Information is, in respect of each claim

The period following Completion of the whole of the ~~works~~ or earlier termination for which the ~~Contractor~~ maintains insurance for claims made against it arising out of its failure to use the skill and care is

## X12: Multiparty collaboration (not used with Option X20)

If Option X12 is used — The ~~Promoter~~ is

-

The Schedule of Partners is in

-
---

The *Promoter's objective* is

-
---

The Partnering Information is in

-
---

### X13: Performance bond

If Option X13 is used	The amount of the performance bond is	<table border="1"><tr><td>-</td></tr></table>	-
-			

### X14: Advanced payment to the Contractor

If Option X14 is used	The amount of the advanced payment is	<table border="1"><tr><td>-</td></tr></table>	-
-			

The period after the Contract Date from which the Contractor repays the instalments in assessments is	<table border="1"><tr><td>-</td></tr></table>	-
-		

The instalments are (either an amount or a percentage of the payment otherwise due)	<table border="1"><tr><td>-</td></tr></table>	-
-		

Advanced payment bond	-An advanced payment bond <u>is/is not</u> required (Delete as applicable)
-----------------------	--

## X15: The Contractor's design

If Option X15 is used

The *period for retention* following Completion of the whole of the *works* or earlier termination is

12 years

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

12 years

## X16: Retention

If Option X16 is used

The *retention free* amount is

None

The *retention percentage* is

5

%

Retention bond

The *Contractor* may not give the *Client* a retention bond (Delete as applicable)

## X17: Low performance damages

If Option X17 is used

The amounts for low performance damages are

amount

performance level

-

for

-

-

for

-

-

for

-

-

for

-

## X18: Limitation of liability

If Option X18 is used

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

12

years after the Completion of the whole of the *works*

The *end of liability date* is

**X20: Key Performance Indicators (not used with Option X12)**

If Option X20 is used      The ~~incentive schedule~~ for Key Performance Indicators is in 

-

A report of performance against each Key Performance Indicator is provided at intervals of 

-

 months

**Y(UK)1: Project Bank Account**

Charges made and interest paid by the ~~project bank~~      The ~~Contractor is/is not~~ to pay any charges made and to be paid any interest paid by the ~~project bank~~ (Delete as applicable)

**Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due      The period for payment is 

-

 days after the date on which payment becomes due

**Y(UK)3: The Contracts (Rights of Third Parties) Act 1999**

If Option Y(UK)3 is used	term	beneficiary
	<div>-</div>	<div>-</div>
	<div>-</div>	<div>-</div>
	<div>-</div>	<div>-</div>
	<div>-</div>	<div>-</div>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	<div>The provisions of Options Y(UK)1</div>	<div>Named Suppliers</div>



**Z: Additional conditions of contract**

If Option Z is used                      The *additional conditions of contract* are

[illegible]





## PART TWO – DATA PROVIDED BY THE CONTRACTOR

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### 1 General

The Contractor is

Name

Niblock (Builders) Ltd

Address for communications

Anerley Works,  
135 Anerley Road,  
London,  
SE20 8AJ

Address for electronic communications

[REDACTED]

The fee percentage is

[REDACTED] %

The working areas are

Electrical

The key persons are

Name (1)

[REDACTED]

Job

Divisional Manager

Responsibilities

Coordination and Management of Works

Qualifications

TMIET/NICEIEC

Experience

15 Years

Name (2)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

The following matters will be included in the Early Warning Register

The Project Manager has identified matters within Part One of the Contract. The Contractor is to review these and include any additional items below that they consider may impact the works and programme:

## 2 The *Contractor's* main responsibilities

If the *Contractor* is to provide Scope for its design      The provided by the *Contractor* for its design is in

Design for lighting and BMS/FCU coordination in accordance with performance requirements set out in the scope.

## 3 Time

If a programme is to be identified in the Contract Data      The programme identified in the Contract Data is

As detailed

If the *Contractor* is to decide the *completion date* for the whole of the *works*      The *completion date* for the whole of the *works*

5 September 2025

## 5 Payment

The *activity schedule* is

As per Appendix H

The tendered total of the Prices is

£570,398.47+VAT

## Resolving and avoiding disputes

If Option W1 or W2 is used      The *Senior Representatives* of the *Contractor* are

Name(1)

[REDACTED]

Address for communications

135 Anerley Road  
Anerley Works  
London  
SE20 8AJ

Address for electronic communications

[REDACTED]

Name(2)

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

If Option W3 is used      The *Contractor's* nomination for the Dispute Avoidance Board is

Name

-

Address for electronic communications

-

## X10: Information modelling

If Option X10 is used

If an ~~information execution plan~~ is to be identified in the Contract Data

The ~~information execution plan~~ identified in the Contract Data is

-

## Y(UK)1: Project Bank Account

If Option Y(UK)1 is used — The ~~project bank~~ is

-

~~named suppliers~~ are

-

## Data for the Short Schedule of Cost Components

The *people rates* are

category of person

unit

rate

Electrician

Hour

■

Handyman

Hour

■

Labourer

Hour

■

Electrical Supervisor

Hour

■

The published list of Equipment is the edition current at the Contact Date of the list published by

Supplier Invoice

The published list of Equipment is the edition current at the Contact Date of the list published by

Plus

■ % (state plus or minus)

The rates for other Equipment are

Equipment

rate



The rates for Defined Cost of manufacture and fabrication outside the Workings Areas by the *Contractor* are

category of person	rate
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

The rates for Defined Cost of design outside the Workings Areas are

category of person	rate
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

The categories of design people whose traveling expenses to and from the Working Areas are included in Defined Cost are