



Holdings Pty Ltd

REQUEST FOR TENDER

CONTRACTOR WORK PACKAGES

SHEPI – AIR CONDITIONING & ENERGY EFFICIENCY WORKS

DOCUMENT 03

CONTRACTOR CONDITIONS

Issued by ATIZ Group Procurement

These proposed conditions are intended to form the commercial and contractual framework between ATIZ Holdings Pty Ltd and each contractor appointed under the ATIZ SHEPI contractor procurement. Final contract particulars will be completed at award.

Tender Reference: ATIZ-SHEPI-010

Document Control

Item	Details
Document	Document 03 – Contractor Conditions
Issued By	ATIZ Holdings Pty Ltd – Procurement
Principal / Head Contractor under this subcontract	ATIZ Holdings Pty Ltd
Contractor	Successful tenderer named in the executed Subcontract Particulars
Project	SHEPI – Air Conditioning & Energy Efficiency Works
Tender Reference	ATIZ-SHEPI-010

1. Contract Structure and Interpretation

1.1 Contract Documents

- The Subcontract comprises the executed Subcontract Particulars, these Contractor Conditions, the ATIZ Scope of Works & Technical Requirements, the accepted Pricing Schedule, ATIZ work orders/allocation, approved tender clarifications and departures, and any other document expressly incorporated by ATIZ.
- The Contractor must read the Subcontract Documents as a whole. An obligation stated in one document applies as if stated in all documents to the extent relevant to the Contractor's work package.
- Where documents conflict, the order of precedence stated in the Subcontract Particulars applies. If no order is stated, the Contractor must promptly notify ATIZ and obtain written direction before proceeding.
- No verbal discussion changes the Subcontract unless confirmed in writing by an authorised ATIZ representative.

1.2 Definitions

Term	Meaning
ATIZ	ATIZ Holdings Pty Ltd, including its authorised representatives.
Client	The project client for the broader SHEPI program, where relevant to the works.
Contractor	The entity appointed by ATIZ under the Subcontract.
Contractor Personnel	The Contractor's employees, subcontractors, consultants, suppliers and agents.
Property / Site	Any dwelling, common area, storage area, compound or other location at which the Contractor is directed to perform the Works.
Works	All work, services, supply, documentation and obligations allocated to the Contractor under the Subcontract.
Work Order	A written allocation, instruction or authorised record issued by ATIZ identifying work to be performed.

Term	Meaning
Completion	The point at which the allocated Works are complete, compliant, commissioned, documented, defect-free to the required standard and accepted by ATIZ.
Defect	Any omission, error, non-conformance, damage, deficiency or failure of the Works to comply with the Subcontract.
Variation	A written change to the Works authorised by ATIZ.

2. Contractor's General Obligations

- Perform and complete the Works in accordance with the Subcontract and all lawful directions issued by ATIZ.
- Provide all labour, supervision, administration, plant, tools, equipment, consumables, transport and incidental items required except items expressly stated as supplied by ATIZ.
- Exercise the skill, care and diligence reasonably expected of a competent contractor experienced in work of the type, scale and occupied-residential environment of the Works.
- Coordinate its activities with ATIZ, other contractors, suppliers, tenants and authorised stakeholders.
- Promptly advise ATIZ of any matter likely to affect safety, quality, cost, program, access, evidence acceptance or completion.
- Not do or omit anything that causes ATIZ to breach an obligation applicable to the Contractor's package under the broader project requirements notified by ATIZ.

3. No Guaranteed Work and Work Allocation

- Appointment does not guarantee any minimum quantity, revenue, duration, geographic area or number of properties unless expressly stated in the executed Subcontract Particulars.
- ATIZ may allocate, reallocate, suspend, reduce or cease future work allocations having regard to project requirements, access, capacity, safety, quality, evidence, tenant outcomes, program and commercial performance.
- The Contractor is not entitled to compensation merely because forecast quantities, zones, sequencing or allocation levels change, except to the extent an executed Subcontract expressly provides otherwise.
- Each Work Order must be accepted and delivered in accordance with the program and instructions issued by ATIZ.

4. Personnel, Licensing and Competency

- Use only competent, suitably experienced and appropriately licensed personnel for the work they perform.
- Maintain all company, trade, electrical, refrigerant handling, building and other licences required for the Works.
- Provide licences, evidence of competency, training records, insurances and identification to ATIZ on request and before mobilisation where required.
- ATIZ may require removal or replacement of any person whose conduct, competence, safety performance or suitability is reasonably unacceptable.
- The Contractor remains responsible for supervision, conduct and performance of all Contractor Personnel.

5. Subcontracting by the Contractor

- The Contractor must not subcontract a material part of the Works without ATIZ's prior written approval.
- Approval does not relieve the Contractor of any obligation or liability. The Contractor is responsible for acts and omissions of lower-tier subcontractors as if they were acts and omissions of the Contractor.
- The Contractor must ensure every approved lower-tier subcontract includes requirements relevant to that lower-tier scope for safety, quality, confidentiality, privacy, statutory compliance, records, audit, ethical conduct, modern slavery, Aboriginal participation, insurance, payment claims and project-specific obligations.

- Where ATIZ requires a lower-tier warranty, deed, declaration, licence or evidence, the Contractor must obtain and provide it promptly.

6. Program, Mobilisation and Progress

- Mobilise by the date stated in the Subcontract Particulars or ATIZ instruction.
- Maintain sufficient labour, supervision, vehicles, tools, administration and supply capacity to achieve the allocated run rate and agreed program.
- Provide progress information, forecasts and look-ahead schedules in the format and frequency required by ATIZ.
- Immediately notify ATIZ of actual or potential delay and provide proposed recovery measures.
- If Contractor-caused progress falls behind, the Contractor must implement reasonable recovery measures at its own cost, including additional resources or resequencing, unless otherwise agreed by ATIZ.

7. Site Access and Occupied Properties

- Access properties only in accordance with ATIZ appointments, site rules and lawful access arrangements.
- Comply with resident communication, privacy, conduct and access requirements notified by ATIZ.
- Protect occupants, property, finishes, furniture, services and surrounding areas from damage or unreasonable disruption.
- Do not move heavy tenant furniture or belongings unless ATIZ gives a specific written instruction and an agreed method.
- Keep work areas secure and prevent unauthorised access while works are in progress.
- Leave every property clean, safe, functional and secure at the end of each attendance.

8. Work Health and Safety

- Comply with all applicable WHS legislation, regulations, codes of practice, ATIZ WHS requirements and project site rules.
- Prepare, maintain and implement all required risk assessments, SWMS and task controls before commencing relevant work.
- Ensure all workers are inducted and understand site-specific hazards and controls.
- Immediately stop work where there is an uncontrolled risk to health or safety and notify ATIZ.
- Notify ATIZ immediately of any notifiable incident, serious incident, regulator notice or event requiring medical treatment or lost time; provide written incident information within 24 hours where requested.
- Cooperate with ATIZ investigations, audits and corrective actions.
- Comply with isolation, lockout/tagout, working-at-heights, asbestos/hazardous-material, refrigerant and electrical safety requirements applicable to the Works.

9. Quality Management and Inspection

- Perform the Works under ATIZ's quality framework and the project-specific Inspection and Test Plans, checklists and hold/witness points notified by ATIZ.
- Do not proceed beyond an ATIZ hold point without required release or approval.
- Provide completed ITPs, test results, commissioning records, certificates, photos, product data and other conformance evidence required for each property.
- ATIZ may inspect, audit, surveil or test the Works at any time. Inspection or acceptance does not relieve the Contractor from responsibility for compliance.
- Rectify Contractor-caused non-conformance and defects at no additional cost to ATIZ.

10. Environmental and Waste Obligations

- Comply with applicable environmental laws, ATIZ environmental requirements and project-specific controls.
- Prevent pollution, spills, uncontrolled emissions, refrigerant release and improper disposal.
- Remove and appropriately recycle or dispose of packaging, scrap, removed equipment and other contractor-generated waste.
- Use licensed facilities and provide disposal or recycling evidence where required.

- Immediately report environmental incidents or regulator notices to ATIZ.

11. Aboriginal Participation and Social Outcomes

- Cooperate with ATIZ requirements for Aboriginal participation, employment, subcontracting and reporting applicable to the Contractor's work package.
- Provide accurate labour-hour, workforce, supplier and spend data in the format required by ATIZ.
- Where the Contractor makes a tender commitment that is accepted by ATIZ, that commitment becomes a contractual obligation.
- Do not misrepresent Aboriginal ownership, employee status, supplier status or participation outcomes.

12. Materials, Equipment and Title

- Use only products and materials approved or nominated by ATIZ for the relevant Works.
- Do not substitute any product, model, component or material without prior written ATIZ approval.
- Protect all ATIZ-supplied or project-supplied goods while in the Contractor's possession or control and use them only for the Works.
- Promptly report loss, theft, damage or suspected misuse of project goods.
- Where ATIZ has paid for goods or expressly identifies goods as its property, the Contractor must clearly identify, protect and make those goods available to ATIZ on request, subject to the final executed commercial terms.

13. Care of the Works and Damage

- The Contractor is responsible for care of its Works, materials and equipment until acceptance by ATIZ.
- The Contractor must promptly make good damage caused by Contractor Personnel to any property, service, finish, fixture or third-party asset.
- Where immediate action is required to make a property safe, secure or weatherproof, the Contractor must act promptly and notify ATIZ.

14. Insurance

The Contractor must effect and maintain the insurances specified in the Subcontract Particulars and provide certificates of currency before commencing work and whenever requested by ATIZ.

Insurance	Minimum Requirement
Workers compensation	As required by law.
Public liability	Subcontractor must maintain current Public Liability Insurance with a minimum cover of \$20 million per occurrence for the duration of the works.
Motor vehicle / third-party property	Subcontractor must maintain current motor vehicle insurance, including third-party property damage cover , for all vehicles used in connection with the works.

- Insurance does not limit the Contractor's liability under the Subcontract.
- The Contractor must ensure approved lower-tier subcontractors maintain appropriate insurance for their activities.
- The Contractor must immediately notify ATIZ of cancellation, lapse, material reduction or insurer reservation affecting required cover.

15. Subcontract Price and Rates

- The Subcontract Price is calculated using the accepted ATIZ Pricing Schedule, Work Orders and authorised Variations.

- Unless expressly stated otherwise, accepted rates include all labour, supervision, administration, ordinary travel, tools, plant, consumables, testing, commissioning, documentation, evidence capture, overheads and profit necessary to perform the relevant rate item.
- No additional payment is due for work that is reasonably included in an accepted rate or required to complete the allocated item in accordance with the Subcontract.
- Quantities shown in tender documents are estimates unless expressly stated as guaranteed.

16. Payment Claims

- Submit payment claims in the form, frequency and cut-off process stated by ATIZ.
- A claim must identify the Work Orders/properties claimed, quantities, accepted rates, authorised Variations, GST and all supporting evidence required by ATIZ.
- ATIZ may require completed QA records, photographs, commissioning records, certificates, tenant sign-off, disposal evidence and defect close-out as substantiation of a claimed item.
- Incomplete, duplicate, unsupported or non-conforming claim items may be excluded from assessment until adequately substantiated.
- Nothing in this clause limits rights or obligations arising under applicable security of payment legislation.

17. Payment

Payment will be made within the period stated in the executed Subcontract Particulars and subject to applicable law.

The standard payment term is 30 days. However, ATIZ may offer reduced payment terms based on the subcontractor's performance, including factors such as delivery rate, quality of completed works, compliance, documentation, responsiveness and overall service performance.

Payment terms may be categorised as follows:

- Gold: 7 days
- Silver: 14 days
- Bronze: 21 days
- Standard: 30 days

The applicable category and payment term will be determined by ATIZ at its discretion based on the subcontractor's ongoing performance and may be reviewed or changed from time to time.

- ATIZ may assess the amount properly due having regard to completed compliant work, accepted quantities, supporting records, previous payments, defects, set-offs and other contractual adjustments.
- Payment is not evidence that the Works are free from defects or that ATIZ has waived any right.
- The Contractor must promptly pay its workers, suppliers and approved lower-tier subcontractors in accordance with applicable law and their contracts.
- The Contractor must provide supporting statements, subcontractor statements or other payment declarations where required by law or ATIZ.

18. Set-Off and Recovery

- Subject to applicable law, ATIZ may set off amounts due from the Contractor against amounts otherwise payable to the Contractor.
- Amounts recoverable may include agreed or properly established costs arising from defects, damage, incomplete work, replacement contractors, overpayments, project goods not accounted for, or other breaches of the Subcontract.
- ATIZ will provide reasonable particulars of material set-offs applied to a payment assessment.

19. Variations

- Only an ATIZ authorised representative may direct or approve a Variation.

- The Contractor must not carry out additional or changed work expecting extra payment unless ATIZ has issued written authorisation, except where immediate work is necessary to prevent imminent injury or property damage and ATIZ is notified as soon as practicable.
- Where requested, the Contractor must provide a quotation showing labour, materials, plant, subcontractor costs, time impact and applicable margin before the Variation is approved.
- Unless otherwise agreed, Variations are valued using applicable accepted rates; where no rate applies, a reasonable agreed rate or substantiated cost basis will be used.
- Failure to notify ATIZ promptly of a claimed Variation may prejudice the Contractor's entitlement to additional payment to the extent ATIZ is materially prejudiced by the late notice, subject to applicable law.

20. Delay and Extension of Time

- The Contractor must promptly notify ATIZ when it becomes aware of an event that may delay an allocated completion date or run rate.
- A delay notice must state the cause, affected work, expected duration, mitigation steps and any extension sought.
- The Contractor is not entitled to an extension for delay caused by its own act, omission, resourcing shortfall, lower-tier contractor or supplier where the cause was reasonably within its control.
- Where ATIZ accepts that an event outside the Contractor's reasonable control affects completion, ATIZ may adjust the relevant delivery date or sequence.
- Delay costs are payable only where expressly provided in the Subcontract Particulars or specifically agreed in writing by ATIZ.

21. Suspension

- ATIZ may direct suspension of all or part of the Works for safety, access, client, program, quality, compliance or other reasonable project reasons.
- The Contractor must protect the Works, property and materials during suspension and resume promptly when directed.
- The Contractor must not suspend work except where legally entitled, where necessary for immediate safety, or where expressly permitted by the Subcontract.

22. Completion and Property Close-Out

- An allocated property is not complete until all instructed physical works are complete, systems are commissioned, make-good is finished, the property is clean and safe, required certificates and evidence are submitted, tenant sign-off is completed where required, and known defects attributable to the Contractor are rectified.
- ATIZ may reject a completion submission that lacks required evidence or contains unresolved non-conformance.
- ATIZ acceptance of a property does not prevent later identification of latent or warranty defects.

23. Defects and Rectification

- ATIZ may direct the Contractor to inspect, rectify, replace, reperform or complete defective or omitted work within a stated reasonable timeframe.
- Urgent safety, security, weatherproofing, electrical, refrigerant or tenant-impact defects must be attended to immediately or within the response time directed by ATIZ.
- If the Contractor fails to rectify within the required time, ATIZ may arrange rectification by others and recover the reasonable cost from the Contractor, subject to the Subcontract and applicable law.
- Rectification does not extend the warranty period for unaffected work; rectified or replaced work is subject to the warranty requirements stated in the Subcontract Particulars.

24. Warranties

- The Contractor warrants that the Works will be performed with due care and skill, by competent personnel, using compliant new materials unless otherwise approved, and will be fit for the purposes expressly required by the Subcontract.
- The Contractor must pass through all manufacturer and supplier warranties and assist ATIZ with warranty claims.

- Project-specific minimum product and workmanship warranties are as stated in Document 02 and the Subcontract Particulars.
- No warranty given by another party reduces the Contractor's responsibility for its own workmanship, installation, coordination or compliance.

25. Records, Audit and Access to Information

- Maintain complete, accurate and traceable records relevant to the Works, including licences, worker records, timesheets where required, supplier records, Aboriginal participation records, safety records, quality records, photos, test results, invoices and disposal evidence.
- Provide records to ATIZ within the timeframe reasonably requested for project administration, audit, claim verification, client reporting or regulatory compliance.
- Allow ATIZ and persons authorised through ATIZ reasonable access to inspect the Works, relevant records and project-specific compliance systems.
- Promptly implement corrective actions arising from substantiated audit findings relevant to the Contractor's obligations.

26. Confidentiality, Privacy and Information Security

- Keep confidential all non-public project, commercial, property and tenant information obtained through the Works.
- Use project information only for performing the Subcontract and disclose it only to personnel who need it for that purpose.
- Comply with ATIZ privacy, information security and document-handling requirements, including use of nominated portals and applications.
- Immediately notify ATIZ of loss, unauthorised disclosure, cyber incident, privacy breach or suspected compromise of project information.
- Return or securely destroy confidential information when directed by ATIZ, subject to lawful record-retention obligations.

27. Intellectual Property

- Each party retains ownership of intellectual property it owned before the Subcontract.
- The Contractor grants ATIZ a perpetual, irrevocable, royalty-free licence to use, reproduce and provide to the project client all project-specific documents, reports, photographs, designs, calculations, manuals and other deliverables created for the Works, to the extent necessary to use, maintain, verify and administer the Works.
- The Contractor warrants it has authority to grant the rights required under this clause and will obtain necessary permissions from its personnel and lower-tier contractors.

28. Media, Branding and Public Statements

- Do not issue media releases, publish project photographs, post project content on social media, use tenant images, or make public statements identifying the project without ATIZ's prior written approval.
- Do not use ATIZ, AHO, NSW Government or other stakeholder names, logos or branding in marketing material without the relevant written approval.
- Refer media or public enquiries concerning the project to ATIZ.

29. Ethical Conduct, Modern Slavery and Compliance

- Act ethically, honestly and with integrity and comply with applicable laws and the conduct requirements notified by ATIZ.
- Do not engage in collusion, bribery, corruption, secret commissions, fraudulent claims or misleading conduct.
- Notify ATIZ promptly of actual or potential conflicts of interest.
- Comply with modern slavery obligations applicable to the Contractor and provide information reasonably required by ATIZ for supply-chain due diligence and reporting.
- Where ATIZ notifies the Contractor that a NSW Government procurement policy, supplier conduct obligation or workplace-relations requirement applies to the Contractor's package, the Contractor must comply and must flow the applicable obligation to approved lower-tier contractors.

30. Indemnity and Liability

- To the extent permitted by law, the Contractor indemnifies ATIZ against loss, damage, liability, claim, cost or expense arising from the Contractor's breach, negligence, unlawful act or omission, personal injury, property damage, infringement of third-party rights, or acts and omissions of Contractor Personnel, except to the extent caused by ATIZ's own negligence or breach.
- Any agreed limitation or exclusion of liability will be stated in the executed Subcontract Particulars. If no limitation is stated, no contractual limitation is created by this draft tender condition.
- Neither party excludes liability to the extent it cannot lawfully be excluded.

31. Security / Retention

ATIZ will retain **2.5% of the subcontract value** as retention from payments made to the subcontractor.

The retention amount will be held as security for the subcontractor's proper performance of the works, including completion of outstanding items, rectification of defects, compliance with subcontract requirements and attendance to any required recalls or warranty-related matters.

Where the subcontractor fails to attend a recall, defect or rectification request within the required timeframe, ATIZ may arrange for the necessary works to be completed by others and **deduct the associated costs from the retention amount and/or forward the relevant invoice to the subcontractor.**

Any remaining retention will be released in accordance with the terms of the executed Subcontract and subject to satisfactory completion of all subcontract obligations.

32. Default and Step-In

A Contractor default includes, without limitation:

- failure to maintain required licences or insurance;
- serious or repeated WHS breach;
- material quality failure or repeated defects;
- failure to maintain agreed resources or progress after reasonable notice;
- unauthorised subcontracting;
- fraudulent, corrupt, collusive or deliberately misleading conduct;
- material breach of confidentiality or privacy;
- abandonment of the Works; or
- failure to remedy another material breach within a reasonable written cure period.
- Where reasonably necessary to protect safety, tenants, property, program or project obligations, ATIZ may take immediate protective action or arrange others to complete urgent work.
- ATIZ may recover reasonable additional costs caused by the Contractor's default to the extent permitted by the Subcontract and applicable law.

33. Termination

- ATIZ may terminate the Subcontract for material Contractor default that is not remedied within the written cure period stated by ATIZ, or immediately where the breach is incapable of remedy, involves serious safety/probity misconduct, insolvency, abandonment or another ground stated in the executed Subcontract.
- ATIZ may terminate all or part of the Subcontract for convenience by written notice if the executed Subcontract Particulars provide for termination for convenience.
- On termination, the Contractor must cease the affected work, make the Site safe, protect and hand over Works/materials, provide all project records and cooperate with orderly transition.

34. Insolvency

- The Contractor must notify ATIZ immediately of any insolvency event, external administration, receiver appointment, winding-up application, inability to pay debts as they fall due, or comparable event that may materially affect performance.
- ATIZ's rights following an insolvency event are subject to applicable insolvency law and any statutory restrictions on enforcement.

35. Dispute Avoidance and Resolution

- The parties must continue performing undisputed obligations while a dispute is being resolved.
- A party claiming a dispute must give written notice identifying the issue, relevant facts, contractual basis and outcome sought.
- The parties' project representatives must first attempt resolution in good faith.
- If unresolved, the matter is escalated to senior representatives of ATIZ and the Contractor for commercial resolution.
- If still unresolved, the parties may agree to mediation or another resolution process before litigation, without limiting urgent injunctive rights or statutory payment rights.

36. Notices and Directions

- Formal notices must be sent to the persons and addresses stated in the Subcontract Particulars.
- ATIZ operational directions may be issued through approved email, project management systems, Work Orders or other written channels nominated by ATIZ.
- The Contractor must promptly notify ATIZ if a direction appears inconsistent with the Subcontract or may cause additional cost, delay or non-compliance.

37. Assignment and Change of Control

- The Contractor must not assign, novate or transfer the Subcontract or a material right under it without ATIZ's prior written consent.
- The Contractor must notify ATIZ of any proposed change of control that may materially affect capability, licensing, financial standing or delivery.

38. Governing Law

- The Subcontract is governed by the laws of New South Wales, Australia, and the parties submit to the jurisdiction of the courts and tribunals of New South Wales, subject to any agreed dispute-resolution procedure.

39. Survival

- Obligations concerning confidentiality, privacy, intellectual property, warranties, defects, records, indemnities, payment adjustments and accrued rights survive completion or termination to the extent their nature requires.