

TUATH HOUSING ASSOCIATION

REPAIRS AND VOIDS MULTI-CONTRACTOR FRAMEWORK AGREEMENT

FRAMEWORK AGREEMENT

Between

Tuath Housing Association

and

The Framework Appointees Identified in Schedule 1

1. Parties

This Framework Agreement (“Framework Agreement”) is made between:

1.1 Employer

Tuath Housing Association, having its registered office at:

33 Parkgate Street Dublin 8 Ireland

(the “Employer” or “Tuath Housing”)

and

1.2 Framework Appointees

The economic operators appointed to the Framework following completion of the procurement process identified within Schedule 1 (each a “Framework Contractor” and together the “Framework Contractors”).

2. Definitions and Interpretation

2.1 Definitions

In this Framework Agreement, unless the context otherwise requires:

Term	Meaning
Call-Off Contract	A contract awarded under this Framework Agreement for the delivery of specific services
Contractor	A Framework Appointee appointed under this Framework Agreement
Framework	This multi-contractor Framework Agreement
Framework Term	The duration of this Framework Agreement as stated in Clause 4
ITT	Invitation to Tender documentation issued by Tuath Housing
KPI	Key Performance Indicator
Lot	The geographical Lots established under this Framework
MEAT	Most Economically Advantageous Tender
NHF	National Housing Federation Schedule of Rates
PWC	Government Construction Contracts Committee Public Works Contract
Services	Responsive repairs, voids, compliance works and associated maintenance services
Specification	The service requirements contained within Schedule 2

2.2 Interpretation

The headings contained within this Framework Agreement are for convenience only and shall not affect interpretation.

References to statutes or regulations shall include amendments, modifications or replacements thereof.

3. Purpose and Scope of Framework

3.1 Framework Purpose

The purpose of this Framework Agreement is to establish a multi-contractor repairs and maintenance Framework capable of delivering responsive repairs, voids, planned compliance works and associated property maintenance services across Tuath Housing's housing portfolio.

3.2 Scope of Services

The Framework may include but is not limited to:

- responsive repairs;
- emergency repairs;
- urgent repairs;
- void property reinstatement;
- planned compliance programmes;
- EICRs;
- smoke, heat and carbon monoxide detector programmes;
- minor planned works;
- specialist repairs;
- quoted works;
- and associated maintenance activities.

3.3 No Exclusivity

This Framework Agreement is non-exclusive.

Tuath Housing reserves the right to:

- procure services outside the Framework;
 - appoint additional contractors where permitted by law;
 - or deliver services internally.
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4. Framework Term

4.1 Duration

The Framework Agreement shall commence on the Commencement Date and shall continue for a period of five (5) years unless terminated earlier in accordance with this Agreement.

4.2 Extension

Any extension of the Framework shall be subject to applicable procurement legislation and the provisions of the ITT.

5. Appointment to the Framework

5.1 Framework Appointment

Appointment to the Framework does not guarantee:

- any minimum volume of work;
- any minimum value of work;
- exclusivity;
- or any guaranteed allocation percentage.

5.2 Framework Status

Framework Contractors are appointed to participate in the Framework only and shall undertake services only when instructed through a valid Call-Off Contract or instruction.

6. Lots and Geographical Areas

6.1 Lot Structure

The Framework is divided into the following geographical Lots:

Lot	Region
Lot 1	Dublin North
Lot 2	Dublin South
Lot 3	South East & Midlands
Lot 4	North East & Midlands
Lot 5	South West
Lot 6	West & North West

6.2 Multi-Lot Appointment

Framework Contractors may be appointed to one or more Lots.

7. Work Allocation Principles

7.1 Initial Allocation

Tuath Housing may allocate works within each Lot using indicative ranking-based allocation principles.

Indicative initial allocation profiles may include:

Ranking	Indicative Allocation
1st Ranked	60%
2nd Ranked	20%
3rd Ranked	12%
4th Ranked	8%

7.2 No Guarantee

The above allocations are indicative only.

Tuath Housing reserves absolute discretion regarding:

- work allocation;
- redistribution of work;
- suspension of allocation;
- and operational deployment.

7.3 Redistribution of Work

Tuath Housing may increase, reduce or redistribute work allocation based on:

- KPI performance;
 - resident satisfaction;
 - service quality;
 - mobilisation performance;
 - health and safety compliance;
 - contractor capacity;
 - commercial performance;
 - complaints;
 - operational requirements;
 - or business continuity considerations.
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8. Call-Off Arrangements

8.1 Call-Off Contracts

Services may be instructed by:

- direct award;
- rotational allocation;
- ranking-based allocation;
- mini-competition;
- or operational instruction,

as determined by Tuath Housing.

8.2 Form of Call-Off

Call-Off Contracts may be issued under:

- GCCC Public Works Contract;
- task orders;
- purchase orders;
- or other operational instruction mechanisms.

8.3 Contractor Acceptance

Framework Contractors shall comply with all properly issued Call-Off instructions.

9. Contractor Obligations

Framework Contractors shall:

- deliver services professionally and diligently;
 - comply with all applicable legislation;
 - maintain sufficient resources;
 - cooperate with Tuath Housing;
 - maintain appropriate supervision;
 - and act in a manner consistent with good industry practice.
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10. Performance Management

10.1 Performance Monitoring

Tuath Housing shall monitor contractor performance throughout the Framework term.

10.2 Performance Measures

Performance may include:

- response times;
 - completion times;
 - first-time fix rates;
 - resident satisfaction;
 - complaints;
 - quality inspections;
 - compliance metrics;
 - health and safety;
 - reporting;
 - and commercial performance.
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11. KPIs and Monitoring

11.1 KPI Framework

Framework Contractors shall comply with KPI requirements established by Tuath Housing.

11.2 KPI Amendments

Tuath Housing reserves the right to amend, develop or introduce new KPIs during the Framework term.

11.3 Reporting

Framework Contractors shall provide operational and performance reporting as reasonably required.

12. Commercial Arrangements

12.1 Cost Model

The Framework shall operate using the Cost Model submitted during tendering and any subsequent agreed amendments.

12.2 Pricing

All pricing shall be deemed inclusive of:

- labour;
- materials;
- plant;
- travel;
- supervision;
- overheads;
- profit;
- and all associated delivery costs.

12.3 Commercial Audit

Tuath Housing reserves the right to:

- review;
- validate;
- audit;
- and challenge

any commercial submissions.

13. Cost Recovery Mechanisms

13.1 Pricing Hierarchy

The commercial hierarchy may include:

- bespoke repairs pricing;
- NHF Schedule of Rates;
- quoted works;
- emergency uplifts;
- minimum job values;
- void pricing schedules;

- and planned compliance schedules.

13.2 Quoted Works

Quoted works may operate on an open-book basis.

Tuath Housing may request:

- quotations;
 - invoices;
 - timesheets;
 - supplier information;
 - and supporting cost evidence.
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14. Price Review and Commercial Development

14.1 Commercial Development

Tuath Housing reserves the right to review, refine and develop the commercial arrangements operating under the Framework during the Framework term.

14.2 Alternative Commercial Models

This may include:

- open-book pricing;
- target cost arrangements;
- collaborative commercial models;
- agreed schedule build-ups;
- pain/gain mechanisms;
- or other commercially transparent arrangements.

14.3 Procurement Compliance

Any modifications shall comply with applicable public procurement legislation.

15. Resident and Customer Service Obligations

Framework Contractors shall:

- treat residents respectfully;
- minimise disruption;
- maintain effective communication;

- support vulnerable residents;
 - and comply with customer care requirements.
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16. Compliance and Statutory Requirements

Framework Contractors shall comply with:

- all applicable legislation;
 - health and safety requirements;
 - building regulations;
 - fire safety legislation;
 - electrical regulations;
 - environmental obligations;
 - and statutory compliance requirements.
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17. Data Protection and Confidentiality

17.1 Data Protection

Framework Contractors shall comply with:

- GDPR;
- Data Protection Acts;
- and Tuath Housing data protection requirements.

17.2 Data Processing Agreement

Framework Contractors shall enter into any required Data Processing Agreement.

17.3 Confidentiality

All information relating to Tuath Housing, residents and operations shall be treated as confidential.

18. Insurance

Framework Contractors shall maintain:

- Employers Liability Insurance;
- Public Liability Insurance;

- Professional Indemnity Insurance where applicable;
- and any other insurance reasonably required.

Evidence of insurance shall be provided upon request.

19. Health and Safety

Framework Contractors shall:

- comply with health and safety legislation;
 - maintain safe systems of work;
 - cooperate with Tuath Housing;
 - and provide risk assessments and method statements where required.
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20. Supply Chain and Subcontracting

20.1 Subcontracting

Framework Contractors shall remain fully responsible for all subcontractors.

20.2 Supply Chain Management

Framework Contractors shall ensure that subcontractors comply with:

- Framework requirements;
 - health and safety obligations;
 - safeguarding;
 - and data protection requirements.
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21. Audit and Records

Tuath Housing reserves the right to:

- inspect records;
- undertake audits;
- inspect completed works;
- and review operational information.

Framework Contractors shall retain records for a minimum of seven (7) years.

22. Framework Review and Re-Ranking

22.1 Performance Review

Tuath Housing may periodically review contractor performance.

22.2 Re-Ranking

Tuath Housing reserves the right to:

- re-rank Framework Contractors;
- amend allocation percentages;
- suspend allocation;
- or remove contractors from operational deployment,

subject to the provisions of this Agreement.

23. Suspension and Removal

23.1 Suspension

Tuath Housing may suspend a Framework Contractor where there are concerns regarding:

- health and safety;
- service delivery;
- compliance;
- financial standing;
- operational failure;
- or resident risk.

23.2 Removal

A Framework Contractor may be removed from the Framework for:

- material breach;
 - persistent poor performance;
 - insolvency;
 - serious misconduct;
 - abandonment of services;
 - or unlawful activity.
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24. Termination

24.1 Termination for Convenience

Tuath Housing may terminate this Framework Agreement at any time upon reasonable notice.

24.2 Termination for Breach

Either Party may terminate for material breach.

25. Dispute Resolution

The Parties shall seek to resolve disputes amicably.

Where disputes cannot be resolved operationally, the Parties may escalate disputes through senior management review.

26. General Provisions

26.1 Entire Agreement

This Framework Agreement constitutes the entire agreement between the Parties.

26.2 Governing Law

This Framework Agreement shall be governed by the laws of Ireland.

26.3 Freedom of Information

Framework Contractors acknowledge that Tuath Housing may be subject to information disclosure obligations.

SCHEDULES

Schedule	Description
Schedule 1	Framework Contractors
Schedule 2	Specification
Schedule 3	Lot Structure
Schedule 4	KPI Framework

Schedule	Description
Schedule 5	Commercial Methodology
Schedule 6	Cost Model
Schedule 7	Mobilisation Requirements
Schedule 8	Data Protection Requirements
Schedule 9	Form of Call-Off
Schedule 10	Social Value Commitments

EXECUTION

Signed for and on behalf of Tuath Housing:

Signature

Name

Position

Date

Signed for and on behalf of the Framework Contractor:

Signature

Name

Position

Company

Date