

## Part 2 Specification

### Contract Reference

**TCS4623**

### Contract Title

**Lot 3 – Approved Temporary Agency  
Staff Provider for services required by  
SWISCo**

**2024-2028**

# Contents

- A Overall Scope and Nature of the Requirement..... 3
- A1 The Requirement..... 3
- B Core Requirements ..... 4
- B1 Contract Specific Requirements..... 4
- B2 Not Used ..... 23
- B3 Not Used ..... 23
- C Additional Requirements ..... 24
- C1 Social Value ..... 24
- C2 Scope and Nature of Possible Modifications or Options..... 24
- C3 Further Services Offered ..... 24

# A Overall Scope and Nature of the Requirement

## A1 The Requirement

---

The purpose of this Tender process is to identify and award a Contract to the successful Approved Sole Temporary Agency Staff Provider for services required by South West Integrated Services Company (SWISCo).

There will be only one awarded Provider, to cover agency staff provision for SWISCo for the duration of the Contract. However, if the awarded Provider is unable to supply at any time, then SWISCo will reserve the right to call-off from the providers on the Lot 1 - Approved Temporary Agency Staff Providers Framework.

When a new requirement for an Agency Worker arises, SWISCo will contact the successful Agency Provider and they will be invited to put forward Candidates for the available temporary position and the selection will be based upon an assessment of the Candidate's CV and the outcome following an interview undertaken by SWISCo. The types of positions that will typically be requested are listed below.

Lot 3 –SWISCo roles:

- Depot - Operative Level 3
- Technical Customer Support Co-ordinator
- Business Services Operative
- Highways Operatives Levels 1,2 and 3
- Streetscene Operatives Levels 1,2 & 3
- Streetscene Team Leader plus HGV
- Grounds Maintenance – Operatives Levels 1,2 and 3
- Waste and Recycling -Operatives Waste Collection Level 1
- Waste and Recycling – Operatives Waste (Technical) Level 3
- Waste and Recycling – Team Leader and HGV Level 3 Waste Collection
- Transfer Station – Operatives Waste Disposal Level 1,2 and 3
- Transfer Station – Operative Waste Technical Level 3
- Transfer Station – Team Leader and HGV Waste Disposal
- Office – Administration roles
- Fleet and Transport – Skilled Technician
- Fleet and Transport – Business Services Support

Applicants should please note that this is not an exhaustive list of the roles that may be required to be filled during the life of the Contract, and is only an example of current roles.

## B Core Requirements

This section sets out SWISCo's core requirements for this Contract, which Applicants are required to demonstrate within their response that they are capable of meeting.

### B1 Contract Specific Requirements

---

#### B1.1 Contract Management

The Agency Provider is expected to have the following Staff in place to assist with its contract management responsibilities:

- Daily Point of Contact (Branch Consultant)
- Account Manager (Branch Manager)
- Contract Manager (Regional or Area Manager)

The details of these members of Staff must be provided. The Agency Provider must be available to attend a quarterly teams meeting if required. These will be agreed with the providers as required. On site meetings at any time, may be accommodated if required, as necessary. The Council shall give the Agency Provider reasonable notice of any such meeting. The Provider shall co-operate with the Council in relation to attending meetings and the provision of any information reasonably requested by the Council.

Such meetings will be used to discuss any issues in relation to the performance of the Agreement or to agree any changes to the Agreement and Call-off Contract, as required.

The Agency Provider is expected to conduct effective contract management tasks throughout the terms of the Contract, which includes clearly demonstrating how it monitors its own performance and ensures that its Agency Workers are also satisfied with the service that they receive.

SWISCo reserves the right to request full access to Agency Workers' personnel files for the purpose of safer recruitment audits and overall compliance with the terms of the Contract. Periodically throughout the Contract term and without notice the SWISCo authorised representative may visit the Agency Provider's offices and conduct spot audits on the Agency Worker's files currently on assignment with SWISCo. The Agency Provider is therefore required to make their workers aware that their personnel file may be accessed by SWISCo.

Performance and account management: Clear deliverables will be set out by the Council and issued to the Provider, as part of the Order placed. These will include deliverables in relation to skills/knowledge transfer.

Management off boarding, assignment completion or extension: provision of monthly management information (as required by the Contract) - plus ad hoc reports as required and defined by the Authority.

The Provider's appointed Contract Manager/ daily Point of Contact shall be responsible for maintaining current and accurate records of the placements who are engaged and who are based at and provide the Service at each Site. These records shall include, but not be

limited to, employee attendance and these records shall be open for inspection by the Site Representatives at all reasonable times. The Contract Manager shall be notified to SWISCo in writing and shall not be replaced without the consent of the nominated SWISCo Representative.

The Provider will ensure that its personnel providing the placements conduct themselves in an appropriate manner and are courteous and helpful to all SWISCo personnel, Torbay Council representatives and members of the public.

SWISCo reserves the right at its absolute discretion to exclude any Provider personnel from the Site should they not conform to the standards of conduct expected of Agency temporary workers working for SWISCo on behalf of Torbay Council or any other third parties.

If a placement is terminated due to a concern with the conduct or actions of an Agency worker the Provider's Contract Manager must make themselves available at the location of the assignment within 30 minutes of being notified.

The Provider's Contract Manager and nominated SWISCo representative shall meet regularly to review the services provided by the Provider. Any resulting changes agreed to the services, remuneration or any other aspect of the agreement shall be of no effect unless confirmed in writing.

## **B1.2 Terms and Conditions**

Agency Workers provided from the successful Agency Provider must be provided in accordance with the SWISCo Contract Agency Worker Call-Off Terms and Conditions. It is a requirement that the Agency Worker is not provided under the Agency Provider's own Terms and Conditions.

The Provider will need to accept the Authority's Terms and Conditions, and this will be required as part of the Provider's Tender bid submission, via Supplying The South West (ProContract).

## **B1.3 Working Practice**

### **The Agency Provider must:**

- a. Conform to automatic enrolment regulations and ensure that Agency Workers are enrolled into a pension scheme;
- b. Have full working knowledge and be fully compliant with the current Working Time Directive and the Agency Worker Directive and be able to commit to future legislative changes and remain compliant;
- c. Demonstrate appropriate working practices in its day-to-day operation and that they are fully compliant with current, future and proposed legislation in relation to relevant employment checks and other recruitment practice;
- d. Maintain its qualifications and membership/s to professional bodies. Likewise, the Agency Provider's Staff must have relevant training and or experience to ensure they act in accordance with the requirements of the Contract;
- e. Adhere to all SWISCo Policies and Procedures.

## **B1.4 Data Protection and Record Retention**

The Agency Provider must be fully compliant with current Data Protection Legislation and should be able to demonstrate that there is an effective policy throughout the workplace, which shows how sensitive data is collected and collated for discussion with SWISCo if required.

The successful Agency provider should have a Data Protection/Information Governance policy in place and will protect data shared between SWISCo and your organisation using an encryption platform.

The Agency Provider will ensure that all Agency Workers supplied to SWISCo give permission to share their details and that their data may also be released to the National Fraud Register, and in the event of suspected fraudulent / criminal activity the relevant law enforcement agencies will be contacted.

Information on Agency Workers should be held by the Agency Provider for six years from the last date of engagement with SWISCo.

## **B1.5 Agency Worker Induction Supervision and Management**

For any assignment of one week or more the Agency Provider will not charge SWISCo for the time required to complete the on-site induction prior to deployment. This will only apply to new Agency Workers assigned to SWISCo for the first time, or if an Agency Worker is assigned to a different building or an assignment in another location.

For each new placement, the Agency Worker must undergo a full induction by SWISCo before they can begin their assignment. This should be a comprehensive guide covering a range of useful and mandatory information to include the following:

- The Code of Conduct for Agency Workers
- Necessary contact numbers
- The working hours expected of the Agency Worker
- Tasks involved in the placement

The Agency Provider must ensure that a pre-employment medical questionnaire has been completed and provided to SWISCo prior to any Agency Worker attending an Induction.

SWISCo will provide information outside of the above to Agency Workers on the following matters:

- Facilities at the workplace
- Workplace arrangements
- Fire and emergency procedures – evacuation and assembly point
- First aid arrangements
- Security arrangements
- Dealing with customers
- Work contacts
- Internal and external communications

- Methods and performance standards
- Sources of information, materials, supplies etc.
- Specific risks and precautions
- Supervision arrangements.
- Mandatory training as required by SWISCo
- Dress code and working environments
- Health and safety and procedural information
- Information concerning parking arrangements and smoking

### **B1.6 Placement Terminated**

The Agency Worker will be responsible for all equipment and PPE issued which must be returned at the end of the placement. A charge to the Agency Provider will be made for any lost / damaged / unreturned items.

When a placement is due to end, the Agency Worker must complete all planned work to a satisfactory level, in negotiation with their Manager and the Agency Provider. The Agency Worker will not be allowed to finish off or complete work after the placement has ended.

### **B1.7 Health & Safety**

The Provider acknowledges the safety issues associated within the confines of the Site. The Provider shall be responsible for the observance of (and communication to Agency Workers of the same) all Health & Safety precautions necessary in respect of the Services for the protection of its personnel, Contractor personnel and any third parties who may be present as notified to it by the Contractor and shall comply with the following requirements;

- On arrival at site, all persons shall report to the Site Representative to receive instructions.
- All personnel shall wear appropriate high visibility clothing and safety footwear whilst on site and in the performance of their duties.
- Whilst on site the Agency worker shall have regard and comply with SWISCo statement of health & safety at work policy and appropriate policies.

All relevant paperwork for the Agency Worker e.g. eligibility to work forms, health questionnaire, copies of identification and license are to be available to the SWISCo Site Representative prior to the Agency Worker commencing their placement and they must have sign confirming they have read and understood SWISCo policies, understand the requirements of the assignment and have completed the required assessments forming part of the Induction process.

Health and Safety is a three-way responsibility between the Agency Provider, the Agency Worker and SWISCo. SWISCo will ensure that they have conducted appropriate risk assessments and provide all necessary PPE. The Agency Worker will be required to wear the PPE provided correctly and look after it throughout the period of the assignment.

SWISCo will ensure that Agency Workers are only assigned in places of work where all relevant precautions are in place. Any changes in legislation will be adhered to by all parties.

Any Agency Worker who refuses to comply with health and safety guidelines and/or legislation when instructed by SWISCo will be asked to leave. The Agency Provider will then be required to remove the Agency Worker from site and provide a replacement Agency Worker (if required).

SWISCo is responsible for:

- Providing a place of work that is safe and free from unmitigated risk to health
- Providing safe equipment and materials
- Providing safe systems of work
- Providing adequate welfare facilities – toilets, washing and refreshment facilities, and accommodation for outdoor clothing at its depots/offices.

The Agency Provider is responsible for ensuring that Agency Workers have the appropriate knowledge, skills and experience to carry out the work involved without risk to the health and safety of themselves or other people. This includes providing manual handling and COSHH training as required.

It is important that each Agency Workers is familiar with SWISCo's safe working practices for the tasks involved. SWISCo will work with the Agency to provide appropriate health and safety training to Agency Workers. This may involve jointly arranging induction-training sessions outside of normal working hours.

Where the Agency Workers is required to use a computer, the Agency Provider will arrange for the Agency Workers to have periodic eyesight checks and, if necessary, spectacles for computer use, in accordance with the Display Screen Equipment Regulations.

### **B1.8 Temporary to Permanent**

There may be occasions when an Agency Worker who is, or has been on assignment from the Agency Provider to SWISCo, wishes to apply for direct employment.

SWISCo reserve the right to do so without the need for the post to be advertised. The Agency Provider shall support the Agency Worker and SWISCo when transitioning from temporary to permanent positions.

### **B1.9 Introductory Fees/ Recruitment Charges**

During this Contract, Provider employees may choose to join SWISCo's payroll. Should this occur, then there will be a 10% finder's fee of the annual salary, subject to the paragraphs below (within this section B1.9), on provision of an invoice.

During this Agreement, Provider employees may choose to join the Contractor's payroll. Should this occur, after a placement associated with the said employee has occurred



between the Provider and SWISCo for a period of 12 weeks or over, the provisions above shall not be applied and there will be no introductory fee/ recruitment charge.

If an agency worker is previously provided by the Provider, for a minimum 12-week contract at any point, and subsequently returns to the business at a later date directly employed by the business, a finder's / introductory fee will not be applicable (This includes annual returners)

#### **B1.10 Auto enrolment**

The Agency Provider will confirm to automatic enrolment regulations and ensure that Agency Workers are enrolled into a pension scheme.

#### **B1.11 Placement not required**

There may be occasions when SWISCo has notified the Agency Provider of an anticipated placement for an Agency Worker, but in the event the placement does not materialise (for example because a permanent worker returns to work after sick leave). The Agency Provider will make no charge to SWISCo, in such a case, where an Agency Worker reports for work, but there is no work to be done.

#### **B1.12 Recruitment Advertising**

SWISCo will not, jointly fund, or contribute financially towards, any recruitment advertising.

#### **B1.13 Induction**

The agency provider must have a representative on site for all starters attending an induction prior to starting an assignment and on their first day of deployment. Hours of work start times will range between 0600 – 1400hrs between Monday to Sunday and may include Bank holidays.

#### **B1.14 Drugs and Alcohol Policy**

SWISCo operates a drugs and alcohol policy which includes test circumstances such as pre-employment, reasonable suspicion, unannounced random, rehabilitation and follow up. Provider employees on site will be subject to spot testing at any time. Should anyone on site under the Provider's employ either fail the test or refuse to take the test (this includes absconding), then the Provider shall indemnify SWISCo for the cost of the test plus a 10% administration fee. Any employee of the Provider that refuses to take or fails the test is to be immediately removed from site forthwith and not re-engaged.

#### **B1.15 Equal Opportunities and Disabled Monitoring**

SWISCo offers equal opportunities in employment to all sections of the community, regardless of race, ethnic origin, gender, sexual orientation, religious belief, age, marital status or disability. SWISCo will accept any person referred by the Agency Provider for placement, provided they can fulfil the requirements for the work involved and satisfy any other employment related requirements.

In the same way that SWISCo is committed to offering equal opportunities the Agency Provider must also ensure that all sections of the community, candidates from ethnic or minority groups and those with physical or mental disabilities have equal access to any assignments available from SWISCo under this Contract.

In recruiting and employing temporary staff the Agency Provider will take all reasonable steps to achieve and maintain a workforce that reflects each of the various groups represented in the local community and that all vacancies are advertised in accordance with the relevant equalities legislation

### **B1.16 Recruitment and Quality of Agency Worker**

Selection, recruitment and induction of staff shall be based on the following agreed standards.

#### **The successful Agency Supplier shall ensure that all Agency Workers:**

1. Are eligible to work in the UK.
2. Are inducted to SWISCo required standards in line with the role profile for which they have been recruited. This will include covering SWISCo policies on health and safety, drug and alcohol as will be updated from time to time.
3. Can speak the English language to a minimum standard to be able to understand instructions. Exceptions will be made in support of community engagement projects and initiatives designed to promote employability of disadvantaged groups and subject to the Provider having written authorisation from the Site Representative.
4. Understand the requirements of the assignment they are undertaking and are fit and able to undertake the full duties of that role.
5. Have completed the SWISCo health questionnaire confirming fitness to undertake the assignment.
6. The successful Agency Provider shall carry out DSE assessments for office based administrative Agency Workers.

#### **Additional requirements for the provision of drivers are as follows:**

7. All drivers shall have a valid licence appropriate for the assignment.
8. All drivers shall be up to date with relevant valid legislation e.g., CPC training.
9. All drivers shall be able to provide their own digital tachograph if required.
10. All drivers shall have sufficient hours available to undertake the work assignment.
11. All drivers will be required to undertake and pass the SWISCo driver assessment. If any temporary worker fails the SWISCo driver assessment, then SWISCo will not be charged for that worker for the shift booked.

### **B1.17 The Process for Booking an Agency Worker**

The following process will be followed when a new placement is required by SWISCo:

Agreed volumes of placements will be communicated prior to the commencement of the new agreement. The provider will make themselves available to attend a pre assignment meeting where the following will be agreed;

SWISCo will book placements via an approved Vacancy Approval Request Submission (VARS) form sent by email confirmation out to the successful Provider for Lot 3. If they are unable to supply at any time, SWISCo reserve the right to use the Lot 1 Framework Providers.

Nominated representatives of SWISCo will inform using the VARS submission process, the Agency Providers of the numbers required from a pool of workers against the skill set. These numbers will align to the agreed headcount and budget allocation.

The following information will be provided by SWISCo:

- Role
- Business unit/department
- Required start date and time of assignment
- Location
- Hours of work
- Duration of assignment if applicable. The Agency Provider must confirm acceptance of this booking.

### **B1.18 Agency Provider's Recruitment and Selection Process Requirements**

When recruiting and selecting Agency Workers, the Agency Provider must ensure the following is covered:

- a. The Provider shall take instructions from the nominated SWISCo Representatives or the HR Department only;
- b. The Agency Provider will undertake analysis and qualification of the role requirement, when received by email, fax or on-line. The Provider should have the ability to deal with all methods of requirement communication;
- c. The Provider will undertake candidate searching sourcing, via database, advert or other. The Provider must agree to search, in the area and within the timeframe specified by SWISCo, for Workers for SWISCo as Temporary Workers who meet the stipulated minimum criteria for the Actual Vacancies;
- d. The Provider will undertake matching and short listing of CVs. A skills assessment is undertaken and verified, together with the verification of relevant required qualifications, which are all documented. The Agency provider must be able to demonstrate and provide evidence that the Worker has the relevant qualification and experience. Spot audits may be carried out by SWISCo to check this is being undertaken;
- e. The Provider will manage submission of CVs, arrangement of interviews where required, management of offer and rejection of candidates including feedback;
- f. The Council will identify from the CVs which potential candidates it wishes to

interview and notify the Agency Provider accordingly, and provide relevant details about the interview. Virtual or Face-to-face interviews are held with potential candidates who are appropriate to the assignment that they are being pre-selected for;

- g. The Provider is required to make the necessary provisions for the individual to attend the interview. Following the interview process the Council will provide the Agency Provider with relevant feedback on the introductions made;
- h. The interview process followed covers previous work experience, qualifications, knowledge and skills, together with aptitude and ability. Professional certificates, licences or registrations must also be seen and documented;
- i. Where face-to-face interviews may not be practical, an alternative fully documented process is followed for interviewing candidates, except for those roles which require an Enhanced DBS check whereby an alternative process is not acceptable (please refer to the Authority's Guidelines for Criminal Records Checks is at Appendix M);
- j. Administering Disclosure and Barring Service Checks: For some Agency Workers a standard or enhanced disclosure (as appropriate to the role) may be required. When required the disclosure information must be no more than twelve (12) months old when the Agency Worker is supplied;
- k. Standard or enhanced checks must be requested by the Agency Provider through the Disclosure and Barring Service;
- l. The Provider must observe the Disclosure and Barring Service Code of Practice when using disclosure information. A self-declaration must be requested from the non-permanent worker;
- m. Basic checks for England and Wales can be requested from Disclosure Scotland – [www.disclosurescotland.co.uk](http://www.disclosurescotland.co.uk)
- n. The Provider must cover the costs incurred by the Agency Worker undertaking a Disclosure and Barring Service check. The Contracting Authorities will not reimburse the Provider for any costs associated with this, whether they are the direct costs of the check or the administrative costs involved;
- o. For those roles which require the Agency Worker to have a Disclosure and Barring Service check, if an Agency Worker is a foreign national, then in addition to the Disclosure and Barring Service check, the Provider will require the Agency Worker to provide a Certificate of Good Conduct obtained from their country of origin or from the countries in which they have lived for the past five years up to the date of their application to the Agency Provider;
- p. There are two acceptable ways for an Agency Worker to authenticate the Certificate of Good Conduct. The first is that it is authenticated by the Agency Worker's country's Embassy in the UK. The second is that the Agency Worker obtains an Apostille from the country which issued the document. The Apostille authenticates a document for legal purposes in signatory countries to the Apostille Convention;
- q. An authorisation from the Provider's candidates for submission of CV's for prospective roles must be sought;

- r. Evidence must be provided that the candidates have given explicit permission for their information to be
- verified; and
  - shared with other interested parties in pursuance of arrangements under the Contract.
- s. A candidate must signify their willingness to work in the proposed position before his/her name is introduced to the Council.
- t. Any offer of engagement will be withdrawn without charge to the Council, if the candidate introduced:
- is not who they claimed to be;
  - does not have entitlement to work in the UK;
  - has an unacceptable criminal record;
  - has knowingly withheld information or provided false or misleading information
- u. Where an Enhanced DBS service check is required for the role, Torbay Council safer recruitment policies are followed and all gaps in employment are explored, with reasons documented. For assignments that do not require such checks to be carried out the Agency Worker will be required to sign a self-declaration form;
- v. In presenting a candidate to the Council the Agency Provider is required to provide:
- A brief CV for the candidate; maximum of four (4) pages;
  - A template providing evidence of the candidate's experience and qualifications against the project scope; and
  - A completed declaration of interests;
- w. Interview notes and all correspondence pertaining to the references must be available upon request. In addition to the above, if a candidate is selected for a placement, Torbay Council will interview potential Agency Workers face to face or by other methods prior to engagement, at no extra cost to Torbay Council;
- x. In accordance with Torbay Council's policy, references and checks from all previous employers and/or academic institutions must be undertaken by the Agency Provider, One of the referees provided must be from a previous or current employer, this reference must be for the preceding three years before a selected candidate starts a placement. One of the references must be from the Agency Worker's last employment or last place of study. For safeguarding roles, such as social work, one of the referees should ideally be from the workers' previous experience of working within a Children's Services setting if the reference from the last employer is not available;
- y. All references must be verified by the agency to ensure that they are valid and have been issued by the appropriate officer within the organisation, Bearer References are not acceptable. The same applies for all positions included in the Exceptions Order to the Rehabilitation of Offenders Act 1974 and in respect to any regulated positions as

defined by the Criminal Justice and Court Services Act 2000. The Authority is amending its References Policy, this will be shared with bidders once this is finalised. The current policy is provided as Appendix N;

- z. Gaps in employment or education must be explored and the reasons documented. In addition the gaps in employment or education must be covered by additional character references. As a minimum, references are required from the two (2) most substantial, recent assignments. Verbal references will not be acceptable under any circumstances.

The candidate's registration form must detail the full employment history for a minimum of ten (10) years continuous employment (or all years since employment started, if less than ten (10)), with no unexplained gaps. The employment history must be cross-checked against appropriate employment references by the Provider, especially in respect of dates of employment and positions held;

- aa. Where a reference indicates or suggests that the Agency Worker does not meet the standards required by SWISCo, they will not be engaged in work under this Contract;

- ab. Where a Worker is required by law or any professional body to have any qualifications, authorisations or certification to work on the Assignment, or the Assignment involves working with any Vulnerable Persons, the Provider will take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations or certification and two references. The Provider will also take all reasonably practicable steps to confirm that the Worker is suitable for the Assignment.

If the Provider is unable to fully comply with these requirements, it shall inform SWISCo of the steps it has taken to obtain the necessary information, and SWISCo reserves the right not to accept the candidate.

- ac. A full eligibility to work check must be undertaken on every Agency Worker before they are put forward to SWISCo as a potential candidate, taking into account the relevant Employment Legislation. Torbay Council must be informed that this check has been undertaken, which must include a copy of the verification of identity check document. The Agency Provider shall Introduce only Workers who have the right to work in the Territory and, in particular, the Employment Business shall comply with the Immigration Asylum and Nationality Act 2006, the Immigration Act 2016 and other relevant UK legislation or equivalent legislation in the relevant jurisdiction as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.
- ad. On the first day of the assignment, the Agency Worker must bring their passport and their DBS check (where applicable) to the assigned manager for verification purposes. Where a passport is not available, the assigned manager must be contacted prior to the commencement of the assignment to agree other verification documents such as full Birth Certificate;
- ae. Authenticity: the Agency Provider is expected to be able to demonstrate that all documents (not just those for verification of identity) are checked for authenticity and that the verification process is cumulative by the use of intelligent cross-referencing. The guidance in the Good Practice Guide on Pre-employment screening - *Document*

*Verification* from the Centre for the Protection of National Infrastructure (see [www.cpni.gov.uk/ProtectingYourAssets/personnelsecurity-268.aspx](http://www.cpni.gov.uk/ProtectingYourAssets/personnelsecurity-268.aspx)) must be applied.

- af. No agency worker will be able to commence an assignment until identity verification has been undertaken in accordance with the Authority's Eligibility to Work in the UK policy, attached as Appendix O;
- ag. SWISCo will not be held accountable for any Agency Worker found not to have eligibility to work in the UK as this is an explicit requirement and responsibility of the Agency Provider. If the Agency Provider is found not to have verified an Agency Worker's eligibility to work in the UK they would be in breach of this Contract and SWISCo reserves the right to terminate the Contract;
- ah. In the case of an Agency Worker that is working on a restricted visa or that is only eligible to work in the UK for a specified length of time or a student that may be eligible to only work restricted hours it will be the responsibility of the Agency Provider to keep SWISCo informed as to the continued eligibility status of that Agency Worker. Should this status change to the extent that the Agency Worker is no longer eligible to work in the UK, the Agency Provider must inform SWISCo that the Worker must be removed from the placement. If this is not followed the Agency Provider is in breach of this Contract and SWISCo reserves the right to terminate the Contract for this reason;
- ai. A written set of terms and conditions is provided by the Agency to their Worker to cover the assignment on which they are engaged. These are typically classed as a contract of/for services depending on the employment status of the Agency Provider;
- aj. All recruitment check information and evidence of the recruitment and evidence of recruitment process, (to include for all successful candidate pre-engagement checks), should be documented and sent by an encryption platform such as Egress or TLS to the Recruitment team at SWISCo, HRSWISCo@swisco.co.uk, prior to the Agency Worker commencing on the SWISCo contract. In the event of any query the Agency Provider must contact the assigned manager or the Recruitment Team prior to the commencement of any worker;
- ak. Where the Provider has made a successful introduction the Council will submit an Order to confirm the placement;
- al. The Provider must manage and agree the start date with the Council and the assigned worker.
- am. Updating of candidate CV's and references with new and relevant information, shall be carried out by the Provider, every six months as a minimum.
- an. Assignment Agency Worker performance checks: Authority satisfaction milestones.
  - The Provider must be willing to work in a co-operative manner to resolve problems and issues that may affect successful achievement of the outcomes of any placement.
  - The Provider must ensure that there are processes in place to identify any issues associated with the smooth running of this Contract early and to be

able offer possible solutions.

- The Provider is to ensure that a process is in place to deal with Authority dissatisfaction and/or complaints.
- ao. The Provider must not provide any information about Workers (by any means), to any other department or staff of SWISCo, without the express prior written authorisation of a representative of SWISCo's HR Department. The Provider must accurately and promptly complete, process and provide information in accordance with such ordering and other monitoring, invoicing or reporting systems (including any IT platforms or programs) which SWISCo may from time to time designate. If the Provider fails any of these requirements, then SWISCo shall not be liable to pay any fees relating to any appointment by the Provider, arising from the unauthorised contact or referral.

### **B1.19 Timesheets, Pay and Expenses**

Each Agency Worker must be provided with a weekly timesheet at the start of their placement or at the beginning of each calendar new week. They must also receive payslips detailing their gross and net pay, holiday entitlement and details of any deductions.

Should an Agency Worker identify any discrepancies with their pay or deductions the Agency Provider must resolve issues directly with SWISCo, the hiring manager and the Agency Worker within the week that the issues are raised so that if adjustments are required, they occur the following week to cause minimum inconvenience to those involved.

The Provider must invoice the Authority for the expenses the Provider incurs separately from the Provider's Day Rate charged to the Authority. The Provider must adhere to the Council's Expenses policy – provided as Appendix S.

Agency Workers cannot claim travelling expenses to get to and from their normal place of work. SWISCo may agree with an Agency Worker that they will use their own transport while working for SWISCo (subject to appropriate insurance being in place). In such cases SWISCo will pay an appropriate mileage allowance in line with the SWISCo's Expenses policy.

In the unlikely event that an Agency Worker is asked to incur out of pocket expenses during their placement, these must be reimbursed by the Agency Provider. SWISCo will only reimburse the Agency in line with SWISCo's Expenses Policy for any legitimate expenses incurred by the Agency Worker associated with the performance of their assigned duties on behalf of SWISCo. SWISCo will not pay administration costs for the payment of expenses.

Agency Workers cannot claim for any parking-related costs incurred whilst carrying out placements for SWISCo; this includes fixed penalty fines, clamping costs and so on.

Management of time-sheeting and invoicing – manual and electronic as required by the SWISCo:

Whether these are paper or electronic, the most basic requirements are that they are provided in a timely fashion, accurately record the Provider's supply and correctly charge



at tendered rates. The Provider must ensure that all timesheet and invoice processes are secure and meet current financial audit requirements.

Where SWISCo has provided a booking reference, or purchase order number, then this must be quoted on the timesheet and the related invoice. Each invoice as a minimum must include:

- name of the Agency Worker and where the Agency Worker is a company, the name of the company, company registration number and VAT number;
- title of the Agency Worker's role;
- the date (from/to) of work invoiced;
- the number of days worked by the Agency Worker;
- the applicable Mark Up Percentage;
- the Agency Worker's Day Rate;
- the Maximum Contract Sum;
- where the Agency Worker is an employee of the Contractor, the Agency Worker's National Insurance details;
- details of any travel expenses, other disbursements or accommodation payments; and
- details of VAT calculation.

### **B1.20 Training**

SWISCo will ensure all Agency Workers adhere to the mandatory training subject to successful completion of induction and any training identified by SWISCo. Agency Workers will be reminded of the importance of compliance and risks to the organisation if SWISCo training policy and procedure is not followed. The Agency Provider will be expected to meet the cost of training if it is required.

### **B1.21 Absence and Holiday**

It is the Agency Provider's responsibility to have suitable controls in place to track an Agency Worker's leave entitlement and to ensure appropriate leave is taken in accordance with the Working Time Directive.

Agency Workers are required to book any request for leave through their Site Representative (Supervisor or Manager). It will be SWISCo responsibility to inform the Agency Provider that a Worker on placement has requested holiday. The Agency Provider will provide a replacement Agency Worker if required.

### **B1.22 Pay Rates**

Statutory increases will be honoured for the duration of the contract. SWISCo monitors and adopts Local Government Green Book pay awards for all employees including Agency workers.

The charge rate is fixed for the duration of the contract.

### **B1.23 Performance Management**

The Agency Provider must conduct some form of on-the-job performance assessment of their Agency Worker, which can be completed in association with SWISCo, as part of a service review or individually via electronic communication. This will include assessment of the ability of the individual to carry out specific tasks required during the course of the placement. The Agency Provider will use this information to assess the suitability of Agency Worker for specific placements with Torbay Council. This evidence must be made available to SWISCo.

If an Agency Worker placed with SWISCo does not meet their requirements SWISCo will immediately notify the Agency Provider. If this notification is made within eight hours of the start of a placement, SWISCo will not pay for the hours worked by the Agency Worker for that day. SWISCo will not invoke any of the company disciplinary procedures.

If required, the Agency Provider will arrange for a suitable replacement to take over the placement as soon as is practicable and in any event within twenty-four hours of the start of the original placement. Agencies will not levy any charges for the first day in these circumstances.

It is the Agency Providers responsibility to undertake any disciplinary action in line with their own policies and procedures. SWISCo may be able to support this process.

### **B1.24 Key Performance Indicators (KPI)**

Initial KPI target areas are listed below, and the precise targets will be jointly agreed in writing between SWISCo and the successful Agency Provider's nominated Contract Manager:

- Pre-employment checks including eligibility to work in the UK, references and inductions
- Quality of temporary worker
- Booking fulfilment for both planned and emergency bookings
- Attendance
- Retention
- Completed assignments.

Attend quarterly management meetings as required by SWISCo to provide information on the above KPI's.

### **B1.25 Management Information and Reports**

SWISCo will capture the following information, however the Provider must be able to deliver the list below as a minimum on a weekly basis, showing the prior week's data, no later than 9.00 am on a Friday, if requested by SWISCo:

- Booking Fulfilment
- Full time equivalent bookings
- Retention
- Attendance/time keeping
- Performance
- Number of Placements split by service area
- Hours worked by service area, to show basic and overtime including total
- Spend by service area, to show basic and overtime including total.
- Information to support the accrual calculation by contract in line with SWISCo reporting timetable.

The format and content of these reports are to be agreed separately with SWISCo.

The Agency Provider may be required to provide monthly data where they have placed workers on assignment. This will include the following information:

List of Agency Workers on placement to include:

- Agency Worker's name
- Assignment details (job title, department, etc)
- Hiring manager's details
- Pay and bill rates
- FIMS/PO reference number
- DBS disclosure (where applicable)
- Length of current assignment – start and anticipated end date
- Reason for use of Agency Worker
- Cumulative cost per assignment

This information will be required to be provided in a secure format to HRSWISCo@swisco.co.uk by the agreed date and in sufficient time to support quarterly review meetings. This will also ensure that Torbay Council can monitor the use of Agency Workers. Where possible the Agency Provider must be willing to capture and provide additional statistical data at any time, as and when required

### **B1.26 Corrective Action**

Where it is evident that the Agency Provider is not performing to the agreed service levels, it will be raised in writing and the Agency Provider's duly authorised representative will be required to take action to rectify the situation.

The Agency Provider will be required to submit a written Corrective Action within five working days of the date of the original written notification. The Corrective Action Plan must detail all the steps required of all the parties involved to resolve the situation.

Where within two weeks the performance has not improved to an acceptable level as detailed in the Corrective Action Plan, a further written complaint will be submitted to the Agency Provider's duly authorised representative who will be required to submit a written response, including the action to be taken, within ten working days.

Where the performance still does not improve to an acceptable level within four weeks of the original written notification, a default notice will be issued. Where a default notice is served, the Agency Provider will be required to credit SWISCo with a rebate totalling one per cent of the total of the next monthly consolidated invoice. The rebate will continue until the Agency Provider's performance is judged by SWISCo to have returned to an acceptable level. In addition, the Agency Provider will not be able to submit any potential candidates for any new positions until the Agency Provider's performance is judged by SWISCo to have returned to an acceptable level.

### **B1.27 Complaints**

The Agency Provider is required to provide formal procedures for dealing with complaints to include timescales for response and resolution. The Agency Provider must be aware that complaints may be forthcoming from Councillors, officers, members of the public, Agency Workers and its own Staff.

The Agency Provider must demonstrate the measures that it has in place to reduce complaints about the conduct and performance of both its Staff and Agency Workers. Any formal complaint must be acknowledged within twenty-four hours and those involved be made aware of the timescales involved to resolve the complaint, together with any right to appeal that may be in place. The timescales to resolve the complaint must be reasonable and timely.

### **B1.28 Invoicing**

The Agency Provider must send invoices and remittance advice in the format requested by SWISCo, paper or electronic, to the duly authorised SWISCo representative at the agreed frequency whether this is weekly, fortnightly or monthly. Each invoice must be a valid VAT invoice and must include:

B1.28.1 The purchase order number;

B1.28.2 Details of the hiring manager, either the person that placed the order or the person to whom the Agency Worker reports;

B1.28.3 The total number of hours worked by the Agency Worker for both standard and overtime hours; consolidated invoices for each service area

B1.28.4 The dates to which this assignment relates to;

B1.28.5 The agreed rate for each assignment;

B1.28.7 VAT;

#### B1.28.8 The total charge;

Payment will be made in accordance with SWISCo's specific payment term.

- SWISCO settlement terms are 30 days in arrears, from the date of an undisputed invoice.
- The Provider must provide a consolidated invoicing approach as standard, including for third party services unless otherwise specified. Any information specific to the invoice and the provision of services, must be attached to the invoice, to enable prompt processing / payment;
- The invoice must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.
- Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.
- Payment will be by BACS and remittance advices will be transmitted to the Provider by email (the Provider's appropriate email address must be supplied).

Any invoice received by SWISCo that does not meet the terms outlined above will be automatically rejected and returned to the Agency Provider without payment. The Agency Provider will be expected to correct all errors and re-submit the invoice to SWISCo. SWISCo will record each instance of a query or dispute, the nature of the query or dispute and the time taken to resolve the query or dispute in order that it may better manage those instances to avoid recurrence.

#### **B1.29 Disclosure and Barring Service Checks**

In some situations, some roles may require basic, standard or enhanced Disclosure and Barring Service checks.

The Agency Provider must undertake a new DBS for the Agency Worker (if it is a requirement of the role) unless the DBS Update Service has been used. No Agency Worker should commence working for SWISCO, without the DBS being confirmed and in place.

In the event of any query the Agency Provider must contact the SWISCo Human Resources prior to the commencement of any worker.

The Agency Provider must cover the costs associated for undertaking a Disclosure and Barring Service check. Torbay Council will not reimburse any costs associated with this, whether they are the direct costs of the check or for the administrative costs involved.

#### **B1.30 Professional Registrations**

SWISCO requires proof of professional membership registration and status to the appropriate professional body where relevant for specific roles.

#### **B1.31 Previously Employed by SWISCO or Torbay Council**

The Agency Provider shall check with SWISCo HR, prior to the placement of an Agency

worker, if someone has been employed by SWISCo or Torbay Council previously in any of the following instances:

- B1.31.1 An ex-employee of SWISCo or Torbay Council who has been fairly dismissed under a disciplinary or capability procedures or on the grounds of absence, or where proposed work to be carried out by the Agency Worker is the same, or very similar to that from which they were dismissed;

### **B1.32 Working Practice**

The Agency Provider must:

- a. Conform to automatic enrolment regulations and ensure that Agency Workers are enrolled into a pension scheme;
- b. Have full working knowledge and be fully compliant with the current Working Time Directive and the Agency Worker Directive and be able to commit to future legislative changes and remain compliant;
- c. Demonstrate appropriate working practices in its day-to-day operation and that they are fully compliant with current, future and proposed legislation;
- d. Maintain its qualifications and membership/s to professional bodies. Likewise, the Agency Provider's Staff must have relevant training and or experience to ensure they act in accordance with the requirements of the Contract.

### **B1.33 Safe Recruitment**

**To ensure the Service creates a safer recruitment culture for clients and staff, it is expected that Providers will meet the following requirements:**

- At least one member of each interview panel must have undertaken safer recruitment training, for those roles that require Disclosure and Barring Service checks;
- The Provider must have effective procedures in place, which are regularly updated and communicated to staff;
- The Provider must set a code for acceptable standards of behaviour for all staff and ensure this is effectively communicated to staff;
- The Provider must take seriously all concerns that are raised;
- The Provider must, on an ongoing basis, increase awareness and commitment to safeguarding across its organisation.

### **B1.34 Provider's Further Obligations**

The Provider must agree that it will not during the term of the Contract and for three months following its termination (however caused), solicit any Temporary Worker for another person or for itself from SWISCo or any of its Group, being a Temporary Worker who has in the previous 12 months, been Introduced by the Provider to SWISCo or its Group, except for any Temporary Worker who applies for a position in response to a public advertisement placed by the Provider or its other clients as part of a retained search.

**B2 Not Used**

**B3 Not Used**

---

## C Additional Requirements

### C1 Social Value

---

- C1.1 SWISCo is committed to its responsibilities under The Public Services (Social Value) Act 2012. Therefore SWISCo is seeking Participants who will add value to the Agreement by providing additional community benefits (above the services described within this specification).
- C1.2 SWISCo is committed to a performance and evidence-based approach to Social Value.
- C1.3 Further information on SWISCo's approach to Social Value and resources to support you in your submission are available to bidders in Part 6 Social Value Requirement, Appendix G Do's and Don'ts for Social Value Bids, Appendix H The Torbay TOMs Framework and at:  
<https://socialvalueportal.force.com/s/supplierregistration?svpprojectid=8e0-0000-7HBmp>

### C2 Scope and Nature of Possible Modifications or Options

---

- C2.1 Any relevant changes in legislation and regulatory requirements, relating to recruitment practice;
- C2.2 Changes to agreed rates of pay;
- C2.3 Agency staff booking may become electronic – with future bookings made through an established electronic system;
- C2.4 Secure emailing system is currently Egress Switch. If Applicants can offer the TLS facility, then providing a compatibility test is carried out satisfactorily, between the SWISCo's IT Services and the Applicant's organisation, there may or may not be a future requirement to use Egress Switch – although this is required for the immediate future.
- C2.5 Addition of other job roles required by SWISCo.
- C2.6 Changes to the insurance and indemnity requirements.

### C3 Further Services Offered

---

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to SWISCo. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.