



**Ministry
of Defence**

Contract for

FLEET/00730 –

**Provision of Pre-Entry Eyesight Examinations for all
Naval Service Candidates**

**1 December 2018 to 30 November 2021
with optional extensions to 30 November 2022**

**Between the Secretary of State for Defence of And
the United Kingdom of Great Britain and
Northern Ireland**

Team Name and address:

Navy Commercial
Room 303
Building 1/080
Jago Road
HM Naval Base
Portsmouth
PO1 3LU

Contractor Name and Address

ASE Corporate Eyecare Ltd
Quarry Farm
Bodiam
East Sussex
TN32 5RA

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the Contract;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

Effective Date of Contract means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:

- (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
- (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data

- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

14 Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

16 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has

been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
- (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

19 Limitation of Contractor's Liability

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

- (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

20 The Project Specific DEFCONs and DEFCON SC Variants that apply to this Contract are:

DEFCON658(SC1) (Edn.11/17) - Cyber

Further to DEFCON 658 the Cyber Risk Level of the Contract is Very Low, as defined in Def Stan 05-138.

DEFCON 532B (Edn. 05/18) – Protection of Personal Data

21 The special conditions that apply to this Contract are:

Not Applicable

22 The processes that apply to this Contract are:

Not Applicable

Schedule 1 – Statement of Requirements

1. INTRODUCTION

1.1 Captain Naval Recruiting (CNR), have a requirement for the provision of Optician services to the Armed Forces Career Offices (Naval Service¹) across the country to carry out screening, booking and eye (visual) examinations, on potential recruits for the Regular and Reserve forces. 'Annex A-AFCO Map' shows the location of the Naval Service Armed Forces Careers Offices (AFCOs) across the country.

1.2 The Service Provider (SP) shall be accountable to the Designated Officers (DO), which shall be listed for each AFCO, for the provision of the AFCO Eyesight examinations services.

1.3 The eyesight examination shall be undertaken at suitably equipped premises. The place of examination shall be in accordance with section 5.1 of the SOR. Contact details shall be provided to each candidate on a case by case basis.

2. VOLUMES

2.1 The number of eyesight examinations that may be required over a 1 year period is estimated at **10,000**. These figures shall fluctuate in accordance with annual recruitment requirements. These figures are broken down as follows:

Naval Service:	Scotland & NI	9%
	Northern England	19%
	East England	35%
	Wales & West of England	37%
	Total	100%

The geographical distribution of these locations is detailed at Annex A-AFCO Map.

¹ Throughout this document the term 'Naval Service' refers to Royal Navy, Royal Naval Reserves, Royal Marines, Royal Marines Reserves, Welbeck students, DTUS students, IDT students, Bursars & University Royal Naval Unit students

3. OPTICIANS QUALIFICATION REQUIREMENTS

3.1 The Service Provider shall ensure that all Opticians are trained to the standard necessary to conduct eyesight examinations and meet the requirements of clinical governance. Records of training and audit are to be made available upon request by the Authority.

3.2 The Service Provider shall ensure that all Opticians are registered to practice with their respective governing body; the General Optical Council (GOC), with a licence to practice, and are professionally updated in accordance with their regulatory body and subject to GOC Restrictions to Practice shall be managed in accordance with relevant policy. All medical practitioners and nurses shall be in date with their annual appraisals and revalidation.

3.3 The Service Provider shall ensure that all their staff utilised in the provision of these services have undergone satisfactory Enhanced Disclosure and Barring Service (DBS) checks. The Service Provider shall provide a current Enhanced DBS Certificate for each member of the Service Provider's personnel providing the medical service upon the Authority's request.

4. INDUCTION REQUIREMENTS

4.1 On commencement of the provision of the services, the Service Provider nominated representatives shall attend training provided by the Authority to ensure they understand the required entry standards for visual acuity.

4.2 The Service Provider shall provide appropriate training (practical & theory) of their electronic booking system (after 3 months from the start of the contract) to the SEMC and nominated AFCCO personnel to ensure they are fully prepared and have the required knowledge to process candidates through.

4.3 The Service Provider may contact the Authority's Clinical Governance representative for any advice at any time during the period of contract. The Service Provider is to provide the Clinical Governance documents to the Authority at commencement of contract, annually or when they are updated.

4.4 The Authority shall distribute periodic updates to recruiting medical standards and policy for the Naval Service to the nominated SP representative as and when they are published. On receipt, the Service Provider shall ensure that all Opticians are provided with the information contained in these publications.

5. PREMISES AND EQUIPMENT

5.1 Eye Examinations shall be carried out at suitably equipped premises and should be within **1 hour travelling time** on public transport or **within a 40-mile radius** from the AFCO.

5.2 The Service Provider shall have access to and / or provide all equipment necessary to conduct the full eyesight examination in accordance with regulatory body requirements. All equipment shall be maintained and calibrated by the Service Provider in accordance with manufacturer's instructions; documentary evidence of this must be available for scrutiny by the Authority and for audit purposes.

5.3 The Service Provider's premises shall conform to all national guidelines in terms of Health and Safety and fitness for function as clinical premises. The Service Provider shall provide the DO or authorised representatives all reasonable access to his premises at any time during the period of contract.

5.4 The Service Provider shall be responsible for the safe handling, storage, collection and subsequent removal and disposal of any medical documents, sensitive personal information and clinical waste produced during the eyesight examination. This iaw Data Protection Act 1998 and General Data Protection Regulation (GDPR), 2018 and National Guidelines for Clinical Excellence (NICE).

6 **BOOKING PROCESS**

6.1 The Service Provider shall:

Provide in the initial stage a paper process, however within 3 months develop a functioning electronic centralised booking and outcome service for eye examinations, to include the completion and delivery of eye examinations back to the authority electronically and onwards to any future service provider that is contracted to provide the Pre-entry medical examinations. As a minimum this service shall;

- Come complete with a training package,
- Comply in full with the Data Protection Act and GDPR, 2018
- Consist of an online network that can be accessed and annotated by Recruiting Staff via the Authority's secure IT server.
- Consist of an online network that can be accessed by the SEMC and nominated New Entry Training Establishment personnel at a secure level to view new any relevant medical information for the purposes of the medical recruiting process via the Authority's secure IT server.
- Allow overview of booked dates to the Authority with relevant notifications being sent to candidate and AFCO within one working day.
- Allow the Authority to see outcome of the Eyesight examination via the electronic centralised booking and outcome service and relevant notifications being sent to the candidate and AFCO within one working day.
- Allow the authority the opportunity to open and close candidate's cases as required to enable

new medical information to be uploaded and decision making to take place.

- Allow the authority to generate an agreed list of documents as required for the benefit of candidate, AFCOs and the SEMC when a service decision has been made following an appeal or specific request.

6.2 The Service Provider shall notify candidates of confirmed eyesight appointments, via text message (SMS) or e-mail once booking is confirmed and 48hrs prior to an appointment reminding them of the relevant details (Date, Time, Location etc.).

7 SERVICES

7.1 All eye examinations of candidates shall be conducted in accordance with the General Optical Council (GOC) Code of Conduct and guidelines, and those relating to the maintenance of confidentiality and the use of chaperones.

7.2 All aspects of the eye examination of candidates shall be carried out to the required Naval Service standards in accordance with the instructions laid down in Joint Service Publication (JSP) 950 Part 1 Lft 6-7-7 as the principal authority, supported by the Book of Reference ([BRd1750A](#)) and any other single Service guidance and direction. All medical judgements on a potential recruits' medical fitness and suitability for entry to the Naval Service medical fitness and suitability for continued service in the RN shall be made using these documents.

7.3 Carry out all eye examinations in a timely and efficient manner, **within 5 working days** of the request for an appointment depending on the candidate's availability. Candidates must be seen within 30 minutes of their appointment time. All documentation is to be completed, returned and uploaded to portal and sent electronically to SP **within 1 working day** of the initial appointment unless further referral is required. AFCOs are to be kept informed of progress via e-mail or portal notification.

7.4 The Service Provider shall conduct full eye examination. A full examination is a Service examination, to JSP 950 standard, to assess a candidate's visual fitness for military employment by providing a complete entry standard assessment as detailed in JSP 950. Examinations are to be completed in their entirety regardless of any perceived issue, or potential bar to Service entry, no matter what stage of the process it is identified to ensure data capture

7.5 Inform the candidate, with an explanation, of the outcome of the eye examination, (VA1, VA2, VA3 or below VA3 standard) face to face at time of examination, and upload the result **within 1 working day on portal**. The Service Providers opticians will therefore be given the required information to allow this result to be interpreted into military standards for this contract.

7.6 Complete **all** relevant sections of the Naval Service Pre-Entry eye examination paperwork (Annex C) and complete and countersign the Health Declaration in the presence of the candidate. All judgements about a candidate's medical fitness for entry into the Naval Service are to be recorded on the Pre-Entry eyesight paperwork (or electronic version once developed), and is to adhere to DPA

and Medical in Confidence guidelines regarding patient identifiable markers and any subsequent implication of any decision for onward referral.

7.7 The Service Provider shall ensure adherence to the Common-Law Duty of Confidentiality; the Data Protection Act 1998; GDPR 2018; the Access to Medical Reports Act 1988; and the GOC guidance on confidentiality when requesting and issuing reports containing sensitive personal data. Ensuring that all medical documentation is handled and stored in accordance with the above.

7.8 The Service Provider shall complete and deliver eye examination results back to the Authority and onwards to any future service provider for the Pre-entry medical process contract electronically. Decisions to be uploaded online within 1 working day.

7.9 Candidates who do not initially meet the required standard for entry but may become fit following a short period, re-examination, or following referral to the Authority for specialist occupational advice, as temporarily medically unfit (TMU). The Service Provider shall inform the AFCO electronically via portal within 1 working day, if a candidate is referred for specialist advice.

7.10 Details of a candidate's fitness to proceed are also required by non-medical/Caldicott trained personnel such as recruiters. The document (Annex C) is to be annotated by means of deleting data as applicable to each case and made available to the Service Authority.

8. REFERRAL PROCEDURE

8.1 The Optician shall forward all cases requiring clarification and/or specialist review to the Authorities Occupational Health experts, as a formal referral. This will also apply to all candidates that if the SP were to find a significant abnormality which was unknown to the candidate and warrants further referral to secondary care, the SP are to contact the SEMC at the earliest opportunity for this information to be escalated to the candidates GP for further referral.

8.2 The Naval Service Occupational Medicine is managed by the Senior Medical Officer Service Entry (SMOSE), who is responsible for appeals and considering cases requiring further opinion and appeals.

8.3 The Service Provider shall forward all cases requiring clarification and / or specialist review to SMOSE at the address below, by way of a formal referral containing all relevant and historical data.

Senior Medical Officer Service Entry (SMOSE)

Service Entry Medical Cell

Room 48A, PP11, Building 1/079

The Parade

HM Naval Base

Portsmouth

PO1 3LU

NAVYCNR-MEDICALMAILBOX@mod.gov.uk

9. CONSENT

9.1 The Service Provider shall notify the Authority and candidates AFCO if the candidate refuses consent to complete eye examination within 1 working day, and to annotate on Annex B that he/she is UNFIT.

10. COMPLAINTS

10.1 The Service Provider shall provide an assured and appropriate complaints procedure which allows candidates to register a complaint in writing with specific regard to the eye examinations process. This will be reviewed and if deemed appropriate, forwarded to the SEMC for consideration.

10.2 Upon receipt of the complaint the SEMC review the contents, acknowledging its receipt in writing directly back to the candidate within one working day of receipt, keeping the relevant AFCO informed. If deemed appropriate, the complaint will then be forwarded to the Service Provider for investigation, who will acknowledge receipt in writing to the candidate within three working days of receipt, ensuring both SEMC and relevant AFCOs are informed.

10.3 The complaint will then be formally investigated by the Service Provider, with a formal response provided to the candidate within 14 working days. If this cannot be achieved in the time due to the nature of the investigation, then a holding email will be sent to advise the candidate.

10.4 Once investigations have been completed by the SEMC and Service Provider, a formal response will be provided to the candidate.

10.5 Given the sensitivity and complexity often associated with medical issues, the SEMC should be contacted in the first instance to provide guidance as required.

11. DID NOT ATTEND/CANCELLATIONS

11.1 The Authority shall **not** pay additional fees for “did not attend” (DNAs) and cancellations howsoever caused; the cost of these will be borne by the Service Provider. To mitigate the effect of DNA’s and cancellations the Service Provider will make best use of mobile telephone, texting and other appropriate technology by sending candidates reminder message 48hrs prior to eye examination appointments.

“Did not attend” (DNA) means failure to attend for an agreed appointment without prior notice.

11.2 Candidates shall be re-booked onto a replacement eyesight test **within 5 working days** if the Service Provider cancels the appointment. The candidate is offered another appointment utilising Section 5:1 parameters as required.

12. INCORRECT DECISIONS

12.1 Should an incorrect decision be made by the Optician (such as a recruit should not have passed the Eye Examination and that the failure should have been evident at the time of the eye Examination and has led to them proceeding in the process and entered Phase 1 training), the Authority shall be entitled to a **100%** refund of the eyesight examination fee in the event of an incorrect decision by the Optician. The SP will provide evidence of the refund for budgeting processes.

13. LOCUMS

13.1 The Service Provider must inform the DO 14 days in advance should they intend to utilise a sub Service Provider / Locum to provide the services required. **Please note that the Authority must agree to this before any further action is taken.**

14. MANAGEMENT INFORMATION

14.1 Management Information (MI) that can be interrogated by the Authority shall be provided by the Service Provider. Management Information (MI) shall be available in both electronic and hard copy as requested. MI shall be printer compatible with Windows Excel (XL). The Service Provider shall provide a dedicated Operations Manager (Ops Mgr) who will oversee MI to the Authority at the end of each calendar month and quarterly, as detailed below.

- a) Number of Royal Navy Optician appointment requests received by the Service Provider each month.

- b) Details of the actual numbers and locations of eye examinations undertaken per month.
- c) The SP to provide a breakdown of the outcome of these eye examinations including numbers that FIT (VA1-3) and UNFIT (below VA3 standard).
- d) Numbers and locations of missed appointments – cancelled (practice or candidate) and “Did not Attend” (DNAs)
- e) The numbers of candidates not offered an appointment within 5 working days.
- f) The numbers of candidates not seen by an optician within 30 minutes of appointment time.
- g) MI for individual opticians, including 12-month history of decision (FIT, UNFIT and SMOSE referral)
- h) Production of an annual report summarising annual achievement of KPIs and budget spent, demonstrating trends and likely challenges in the coming year
- i) Compliance to JSP 950 Assessment for Entry and BR1750A standards

14.2 The Authority may require, upon request, the provision of other data relating to eye examinations performed by the Opticians in a format to be determined by the Authority.

14.3 Management Information shall be presented by the Contractor at the 6 monthly review Meetings.

14.4 The Service Provider shall adhere to the Key Deliverables as detailed at Annex A to this schedule.

15 COMMUNICATION

15.1 The Service Provider shall comply with any communication strategies implemented by the Authority and his/her representatives to ensure robust and effective lines of communication are maintained. This is to include a teleconference with the Service Provider Team Leader as required.

16. AUDIT

16.1 The Service Provider shall agree to undergo an audit conducted by a suitably qualified individual or team from the Authority at any given time during the period of the contract. The Service Provider shall provide all collated data to allow audit to happen.

17. CONTRACT REVIEW MEETINGS

17.1 Contract Review Meetings with appropriate representation from both the Authority and the Service Provider shall be held on a 6-monthly basis from the contract start date for the duration of the contract.

17.2 The Agenda for Contract Review Meetings is found at Annex D.

17.3 6 monthly Contract Review Meetings are to be held at the following address:

CNR-HQ

Jago Rd

HMNB Portsmouth

Hampshire

PO1 3LU

17.4 The Commercial Officer shall contact the Authority and SP to arrange a date and time for each meeting.

17.5 Minutes shall be circulated within two weeks of the Contract Review Meeting by the Commercial Officer.

Annexes:

Annex A: Key Deliverables (Key Performance Indicators)

Annex B: Location of AFCOs

Annex C: RN Eyesight Form

Annex D: Contract Review Meeting Agenda

KEY DELIVERABLES

Serial	Reference relevant to section in SOR	Key Deliverables	Means and method of measurement and evidence to demonstrate achievement	date of review and/or freq of review	Reference to relevant section in response
1	N/A	Number of errors by Optician against the standard found at pre-entry scrutiny by the Authority medical expert	<1% errors on pre-entry scrutiny by DO	Quarterly	
		Cost			
4	7	Number of recruits who retire in training due to visual acuity reasons that should have been evident at time of decision to pass fit	0% candidates assessed at New Entry Establishment assessed unfit, where it is reasonable for the Authority (in conjunction with Service Provider) to attribute Optician error to the decision to pass fit in accordance with extant guidelines. 100% refund.	Quarterly	
5	7	Number of incomplete initial eye examinations	0% incomplete eyesight tests on review of Pre-entry paperwork by the Authority. The remedy will be the need to repeat & complete the process at no extra charge to The Authority	Quarterly	

		Time			
6		Eye Appointment booked	>99% booked within 5 working days post request. Candidates and AFCO informed via portal, SMS or e-mail.	Quarterly	
7		Report/decision of Eye examination	>99% within 1 working day on paperwork, portal and onwards to SP	Quarterly	
9		Candidates seen within appointment time	>99% within 30 mins of appointment	Quarterly	
		Communication			
10		Online booking / viewing portal availability	>99% of the contracted period	Quarterly	
		Management			
11		Production of monthly MI report to agreed standards	>99% to agreed standard	Quarterly	
12		Attendance at 6 monthly Contract Review Meetings	>99% attendance of agreed representatives	6 months	



Recruiting laydown
graphic.pdf

**Captain Naval Recruiting****Pre-Entry Optician Examination Report Form**

Surname:

AFCO:

Forename / Initial:

Date of Birth:

The person presenting this form is applying to join the Naval Service and is required to be within set eyesight standards.

Please accurately record their visual measurements on the form below and use the Visual Acuity standards detailed overleaf to grade the candidate.

Measurement	Right Eye	Left Eye
Distance Unaided (please annotate worse / better than or equal to)		
Distance Aided (please annotate worse / better than or equal to)		
Near Unaided		
Near Aided		
Sphere		
Cylinder		

Axis		
Additional Comment		

Visual Acuity Standards

Standard I	Right Eye	Left Eye
Visual acuity to be achieved <u>without</u> corrective lenses	6/12 N5	6/12 N5
Visual acuity to be achieved <u>with</u> corrective lenses	6/6 N5	6/6 N5
Refraction Limit		
Total Hypermetropia	+3.00 Sphere	+3.00 Sphere
Astigmatism	+1.25 Cylinder	+1.25 Cylinder
Myopia (in any meridian)	-0.75 Sph / Cyl	-0.75 Sph / Cyl

Standard II	Right Eye	Left Eye
Visual acuity to be achieved <u>without</u> corrective lenses	6/60	6/60 or worse
Visual acuity to be achieved <u>with</u> corrective lenses	6/6 N5	6/9 N5
Refraction Limit		
Spectacle correction (in any meridian)	+/-6.00 Sph / Cyl	+/-6.00 Sph / Cyl

Standard III	Right Eye	Left Eye
Visual acuity to be achieved <u>without</u> corrective lenses	6/60	6/60 or worse
Visual acuity to be achieved <u>with</u> corrective lenses	6/6 N5 or 6/9 N5 or 6/12 N5	6/24 N10 or 6/18 N10 or 6/12 N10

Refraction Limit		
Spectacle correction (in any meridian)	+/-6.00 Sph / Cyl	+/-6.00 Sph / Cyl

Please tick the appropriate box statement and confirm the Visual Acuity Standard below

☐

I confirm that the individual I have examined, regarding the guidance above **DOES** meet Visual Acuity Standards 1, 2 or 3.

☐

I confirm that the individual I have examined **DOES NOT** meet the Visual Acuity Standards for entry into the Naval Service and is below VA3.

Entitled to Free Eye Test

Yes

☐

No

☐

(U16/U19 in FTE or living in Scotland)

Confirmation of Visual Acuity Standard (PLEASE TICK THE APPROPRIATE BOX)

VA 1	
VA 2	
VA 3	
Below VA 3	

To be completed by the optician conducting the examination.

Signature:		Official Stamp:
Name:		
Date:		

**PROVISION OF EYESIGHT EXAMINATION SERVICES FOR ARMED FORCES RECRUITING,
CAPTAIN NAVAL RECRUITING****QUARTERLY CONTRACT REVIEW MEETING****AGENDA**

The agenda for the main Quarterly Contract Review Meeting shall include, as a minimum, the following:

- Apologies for absence
- Minutes of previous meeting
- Contractor's performance of the Contract over the preceding quarter in line with the Key Deliverables detailed in Annex A of Schedule 1: Statement of Requirement.
- Commercial Aspects
- Financial Aspects
- Any Other Business
- Date and Time of Next Meeting

Schedule 2 – Schedule of Requirements

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code	Packaging Requirements Inc. PPQ and DofQ	Delivery Date (estimated dates to be confirmed on contract award)	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Estimated Total Based on 6000 Tests
1	N/A	N/A	Provision of Pre-Entry Eye Sight Examinations for all Naval Service Candidates - Year 1	None	00	Year 1 – December 2018 to November 2019	1		
2	N/A	N/A	Provision of Pre-Entry Eye Sight Examinations for all Naval Service Candidates - Year 2	None	00	Year 2 – December 2019 to November 2020	1		
3	N/A	N/A	Provision of Pre-Entry Eye Sight Examinations for all Naval Service Candidates – Year 3	None	00	Year 3 – December 2020 to November 2021	1		
4	N/A	N/A	Provision of Pre-Entry Eye Sight Examinations for all Naval Service Candidates – (Option Year)	None	00	Option Year – December 2021 to November 2022	1		
								Total Firm Price	

Item Number	Consignee Address (XY code only)

Schedule 3 - Contract Data Sheet

Contract Period	<p>Effective date of Contract: 1 December 2018</p> <p>The Contract expiry date shall be: 30 November 2021</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Navy Comrcl-Sourcing 10</p> <p>Contractor:</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p> <p>AQAP 2130</p> <p>DEF-STAN 05-61 PART 4</p>

Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) DSALand-MovTpt-DGHSIS@mod.uk</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
Clause 10 – Delivery/Collection	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p>
Clause 12 – Packaging and Labelling of Contractor Deliverables	<p>Additional packaging requirements:</p>

Clause 13 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Contract Review Meetings</p> <p>Frequency: 6 Monthly</p> <p>Location: CNR-HQ, Jago Road, HMNB Portsmouth, PO1 3LU</p>
Clause 13 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Management Information Reports</p> <p>Frequency: Monthly</p> <p>Method of Delivery: Email</p> <p>Delivery Address:</p> <p>Type: Annual Summary Report</p> <p>Frequency: Annually</p> <p>Method of Delivery: Email</p> <p>Delivery Address:</p>

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: Lauren Terry

Address: Room 303, Building 1/080, Jago Road, HMNB Portsmouth,
PO1 3LU

Email: lauren.terry103@mod.gov.uk

☎ 02392 726806

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available):

Name:

Address:

Email



3. Packaging Design Authority:

Organisation and point of contact:

DES IMOC SCP TLS Packaging

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

(where no address is shown please contact the Project Team in Box 2)



4. (a) Supply/Support Management Branch or Order Manager Branch/Name:



(b) U.I.N.

5. Drawings/Specifications are available from:

6. Intentionally Left Blank

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]

8. Public Accounting Authority:

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions:

The items are to be consigned as follows:

See Schedule of Requirement

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com

11. The Invoice Paying Authority:

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Liverpool, L2 3YL

Fax: 0151-242-2809

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Amcott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@mod.uk

* NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.