**Invitation to Tender (ITT) Document – Solar panels**

**Royal Surrey NHS Foundation Trust**

Supported by:

**Healthcare Partners Limited**

Utilising:

**Open Tender competition, Contract C371375**

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**Date**: 16th July 2025

**Contracting Authority:** Royal Surrey NHS Foundation Trust

**UK04 Tender Notice:** UK-2678

**Introduction and Purpose**

Healthcare Partners Limited (HPL), acting on behalf of The Royal Surrey NHS Foundation Trust (RSFT), invites qualified suppliers to participate in a further competition for the provision and installation of solar panels.

This opportunity, identified as UK-2678, will be conducted via an open tender process.

Further information regarding the Trust requirements can be found within the below ITT and provided tender documentation.

HPL has adopted Atamis for all its tender activity. This tender process will be conducted entirely via self-service downloading of all documentation and submission in an electronic format only, through a secure E-Tendering Portal. Any communication regarding this tender must also to be received via email through the Atamis portal to keep an accurate record and audit trail of all activity relating to the tender.

# **Background**

The Royal Surrey NHS Foundation Trust is a prominent healthcare provider in Surrey, England.

Royal Surrey NHS Foundation Trust is a leading district general hospital serving the Guildford area and beyond. It provides a wide range of acute services, including emergency care, surgery, medicine, and specialist services like cancer care and maternity. Covering the following locations: Royal Surrey County Hospital, Haslemere Hospital, Milford Hospital, Cranleigh Village Hospital, Royal Surrey Cancer Centre, Royal Surrey Cancer Centre at East Surrey, Royal Surrey Cancer Centre at Ashford and St Peter's, Royal Surrey Cancer Centre at Frimley

The Royal Surrey NHS Foundation Trust is profoundly committed to delivering high-quality patient care and is continually striving to improve patient experience and outcomes. In line with this dedication, the primary purpose of this procurement exercise is to install solar panels. This initiative is expected to generate significant cost savings in electricity, whilst simultaneously contributing directly towards the Trust's Net Zero commitment.

**Scope and Duration of Agreement**

# The Royal Surrey NHS Foundation Trust aims to appoint a supplier for the provision of Solar Panels.

# There is an opportunity for a 36-month maintenance contract, subject to the fulfillment of warranty conditions. Please detail these costs in the commercial offering.

# A full specification of requirements can be found in Appendix 1.

# **Contractual Requirements**

By submitting a tender, response suppliers agree to be bound to the details of their responses and the contract terms.

The Contract Terms will be via open tender.

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# **General Tender Conditions**

The information supplied within this ITT and accompanying documents reflects HPL’s current view of the services required.

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITT is issued on the basis that:

* HPL does not accept any liability, responsibility or duty of care to any suppliers for the adequacy, accuracy or completeness of this ITT or for anything said or done in relation to the procurement to which this ITT relates;
* HPL does not make any (express or implied) representation or warranty either about the information contained in this ITT or on which it is based, or about any written or oral information that may be made available to any applicant;
* Nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a tender proposal or enter into any contract;
* Neither this ITT nor any information supplied by HPL should be relied on as a promise or representation as to its future requirements;
* This ITT is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.

Suppliers should complete the Tender Declaration Form, found as part of the tender documentation provided, and return with the completed proposal, as per the instructions set out in this ITT.

# **Tender Costs**

Suppliers are responsible for obtaining all information necessary for preparation of their tender response and for all costs and expenses incurred in preparation of the tender response. Suppliers accept by participation in this procurement, including without limitation the submission of a tender response that they will not be entitled to claim from HPL any costs, expenses or liabilities that Suppliers may incur in tendering for this procurement irrespective of whether or not a Suppliers tender response is successful.

# **Rights to cancel or vary this Procurement Process**

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By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, HPL is not bound in any way to enter into any contractual or other arrangement with any potential supplier.

It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but HPL reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential suppliers in writing. HPL will have no liability for any losses, costs or expenses caused to suppliers as a result of such termination, suspension, amendment or variation

# **Confidentiality and Information Governance**

All information supplied to suppliers by HPL, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save professional advisers, consortium members and/or sub‐contractors strictly for the purposes only of helping suppliers to participate in this Procurement Process and/or prepare a suppliers tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

Suppliers shall not disclose copy or reproduce any of the information supplied as part of this Procurement Process other than for the purposes of preparing and submitting a tender response.

There must be no publicity by Suppliers regarding the Procurement Process or the future award of any contract unless HPL has given express written consent to the relevant communication.

This ITT and its accompanying documents shall remain the property of HPL and must be returned on demand.

HPL reserves the right to disclose all documents relating to this Procurement Process, including without limitation tender responses, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, HPL. HPL further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, suppliers agree to such disclosure and/or publication by HPL in accordance with such rights reserved by it under this paragraph.

The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to HPL.

If Suppliers wish to designate information supplied as part of their tender response or otherwise in connection with this tender exercise as confidential, suppliers must provide clear and specific detail as to:

* 1. the precise elements which are considered confidential and/or commercially sensitive;
  2. why it consider an exemption under the FOIA or EIR would apply; and
  3. The estimated length of time during which the exemption will apply.

The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process suppliers agree that HPL should not and will not be bound by any such markings.

In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Customer Organisation accepts any duty of confidentiality by virtue of such marking. Suppliers accept that the decision as to which information will be disclosed is reserved to HPL, notwithstanding any consultation with suppliers.

# **GDPR**

# In May 2018, the new General Data Protection Regulation came into force with the aim to protect the privacy of all EU citizens and prevent data breeches.

# The Trust takes its obligations under the regulation very seriously and can confirm that the information provided as part of Suppliers tender responses will not be used for any other purposes and will be held securely until such a time when it is no longer needed.

If you would like any further information regarding the Trust Data Protection Policy or if it at any stage you would like to review and amend the personal data that the Trust hold, please contact: Ruth Drewett ([ruth.drewett@nhs.net](mailto:ruth.drewett@nhs.net)).

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# **The Bribery Act 2010**

HPL is required to comply with the Bribery Act 2010, which came into force on 1st July 2011 (the “Bribery Act”). The Bribery Act makes it illegal for companies and organisations to offer or receive bribes or to fail to prevent bribery and requires HPL to ensure it has adequate procedures in place to prevent bribery. As such suppliers must comply with the terms of the Bribery Act 2010.

# **The Modern Slavery Act 2015**

HPL is required to comply with the Modern Slavery Act 2015, which came into force on 26th March 2015 (the “Modern slavery Act”). In accordance with the Modern Slavery Act, HPL is committed to improving existing practices to combat slavery and human trafficking, by ensuring that slavery and human trafficking do not place in any part of our business or our supply chains.

**HPL and RSFT have zero tolerance to slavery and human trafficking, and we expect all those in our supply chain and our contractors to comply with the legislation.**

# **Tender Validity**

Suppliers' tender responses must remain open for acceptance by HPL for a minimum period of 90 days from the Tender Response Deadline. A tender response not valid for this period may be rejected by HPL.

1. **Timescales**

Subject to any changes notified to potential suppliers by HPL in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

|  |  |
| --- | --- |
| **Activity** | **Date** |
| HPL to publish tender documents via Atamis Portal on Contracts Finder. | 16th July 2025 |
| Clarification Question Deadline | 28th July 2025 |
| Tender Submission Deadline | 11th August 2025 |
| Evaluations | 12 August 2025 |
| Intention to Award | 12th September 2025 |
| 8 Working days standstill period |  |
| Contract Award | 25th September 2025 |

1. **Specification**

The Specification and Requirements for this tender are detailed in Appendix 1.

1. **Instructions for Responding**

The following documents must be completed and submitted, via the Atamis eProcurement Portal, for a compliant submission:

* Must include at least (this list is the minimum for a tender)
  + Supplier proposal based on specification
  + ITT Response Document
  + Pricing Schedule

Responses must be clearly titled with the supplier’s name, and submitted by midday on 06/01/2025 (Tender Submission Deadline).

**Late tenders will not be considered.**

1. **Clarification Questions**

In the event that Suppliers have any concerns or queries in relation to this tender Suppliers should submit a clarification request via the Atamis e-Tendering portal by the clarification deadline, as defined below in the timescales section. HPL will make responses to clarification questions available to all tendering suppliers.

Following such clarification requests HPL may issue a clarification change to the tender documentation that will apply to all potential suppliers submitting a tender response. Any unauthorised amendments received as a part of a supplier’s tender response shall entitle HPL to reject that tender.

**HPL is under no obligation to respond to clarification questions after the Clarification Question Deadline.**

1. **Award Criteria**

HPL will award a contract to the Suppliers whose submission has been determined as the most economically advantageous. This is defined as a balance between price, service quality and social value.

|  |  |
| --- | --- |
| **Scoring Category** | **Weighting** |
| Primary Features | Pass/Fail |
| Pricing Terms, and guarantees and variations | 10% |
| Technical Capability & Experience | 15% |
| System Performance, Warranty & Maintenance | 13% |
| Project Management & Timeline | 12% |
| Social Value | 10% |
| Commercial Response | 40% |
| **Total** | **100%** |

The marks will be awarded for individual questions. The highest scoring respondent from the tender responses and any respondent within 3% of the highest scoring respondent will be invited to give a presentation.

The percentage weightings will be applied to the points awarded for quality, social value and price. The winning tender response shall be the tender response scoring the highest percentage score out of 100.

1. **ITT Response Document**

Bidders are requested to respond to the questions included in the ‘Primary Features Section’ in the ITT response document as part of their tender submission. This section is a set of 5 questions that are Pass/Fail questions. A submission of “No” to any of the questions will disqualify the Bidder from further evaluation.

Bidders are requested to respond to the questions included in the ‘Secondary and Social Value sections’ of the ITT Response Document as part of their tender submission.

All responses must be below the word count and any words or embedded documents over that figure will not be taken into account when evaluating supplier questions responses.

The responses to these questions will each be scored out of 5, with 5 indicating an exemplary score and 1 representing a poor response. As per the table below:

|  |  |
| --- | --- |
| **Points** | **Interpretation** |
| 5 | **Exemplary:** The response fully addresses all requirements, exceeds expectations, and demonstrates exceptional quality, innovation, and understanding of the project. |
| 4 | **Very Good:** The response comprehensively addresses all requirements, meets expectations, and demonstrates a high level of quality and understanding of the project. |
| 3 | **Good:** The response adequately addresses most requirements, meets basic expectations, and demonstrates a reasonable level of quality and understanding of the project. |
| 2 | **Fair:** The response partially addresses some requirements, falls short of expectations in several areas, and demonstrates limited quality and understanding of the project. |
| 1 | **Poor:** The response addresses very few requirements, significantly falls short of expectations, and demonstrates poor quality and understanding of the project. |
| 0 | **Unacceptable:** The response fails to address any of the requirements and demonstrates a complete lack of quality and understanding of the project. |

**Suppliers are required to answer all questions as part of their tender response.**

The evaluation of the ITT Response Document, Presentations and “sandbox” environment will be undertaken by a panel consisting of The Royal Surrey NHS Foundation Trust Stakeholders and Ashford and St Peter's Hospitals NHS Foundation Trust Stakeholders and will consist of 15 members.

**Price**

We are requesting that Bidders cost up and offer the Trusts two distinct options:.

1. Revenue-Only Option:
   * A revenue-based offering suitable for the Trust.

We anticipate a comprehensive response from Bidders that outlines the cost implications and operational feasibility of each option.

The commercial evaluation is weighted at 40% within the overall scoring matrix. The compliant bidder with the lowest price will receive the maximum commercial score applicable. Each subsequent compliant bidder will be awarded points based on a percentage ratio of the overall total variance from first place.

A score will be calculated as follows:

The lowest price offered is awarded a fixed score of 40 and all other offers are awarded scores relative to that using the following formula:

|  |  |  |
| --- | --- | --- |
| lowest bid value | × | 40 |
| bid value |