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Tender

## **Bath Christmas Market Site and Production Delivery 2026 to 2030**

Bath and North East Somerset Council

UK4: Tender notice - Procurement Act 2023 - [view information about notice types](#)

Notice identifier: 2025/S 000-050087

Procurement identifier (OCID): ocds-h6vhtk-05218f ([view related notices](#))

Published 20 August 2025, 11:16am

### **Scope**

### **Reference**

DN774966

### **Description**

The council wishes to establish a Contract for the provision of Bath Christmas Market Site and Production Delivery 2026 to 2030.

Bath and North East Somerset Council (B&NES) is responsible for the curation, planning, delivery, and stewardship of the city's largest open public access event - the Bath Christmas Market. The council manages the event and its impact on a UNESCO World Heritage Site, ensuring that it is safe, sustainable, and supportive of the local economy.

### **Total value (estimated)**

- £2,750,000 excluding VAT
- £3,300,000 including VAT

Above the relevant threshold

### **Contract dates (estimated)**

- 1 March 2026 to 28 February 2030
- 4 years

### **Main procurement category**

Services

### **CPV classifications**

- 79952100 - Cultural event organisation services
- 79952000 - Event services

### **Contract locations**

- UKK12 - Bath and North East Somerset, North Somerset and South Gloucestershire

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## **Participation**

### **Legal and financial capacity conditions of participation**

7Economic and Financial Standing

The supplier must be in a sound financial position to participate in the procurement. When undertaking the financial assessment, the council looks at the two most recent sets of supplier's accounts [one if PAS91], which shows three years of financial information [two if PAS91], along with those of any parent company (if applicable and acting as guarantor).

The council cannot ask for audited accounts from suppliers who are not required to have them under the Companies Act 2006.

The financial assessment is conducted in 2 stages.

Stage 1:

The council has 4 key minimum requirements for financial considerations. If a supplier fails to meet 2 or more of the 4 requirements their bid will be excluded from further consideration. They will not proceed to stage 2 of the Economic & Financial Standing assessment.

The 4 requirements are:

(i) Relates to the contract limit, which is the maximum contract value that a supplier should be expected to tackle within its financial capacity.

The council will use a notional calculation to calculate the contract limit, based on turnover of the supplier in order to confirm whether the supplier is large enough to perform the contract. The contract limit is calculated by matching the supplier's turnover figure in their latest set of accounts, with the annual contract value. If the annual contract figure is more than 51% of the turnover figure used it is unlikely that the supplier on its own, has adequate resources to perform the services.

By exception, the further full financial assessment may take place if a parent company guarantee or bond or deed should be obtained, provided the parent itself is suitable.

(ii) The Acid Test Ratio is a measure of financial strength, which excludes stock so that only liquid assets are included. This addresses the question of whether the supplier has enough current liquid assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. There will be a minimum requirement for an acid ratio of 1 to score.

(iii) If a supplier is showing continual losses in their accounts this will be deemed a fail.

(iv) If the net worth of a supplier is in a negative position this will be deemed a fail.

Stage 2:

If a supplier passes at least 3 of the 4 key criteria a full financial assessment will take place, this will include selected ratio analysis of account figures, any CCJs a contractor may have against them, and any adverse information on company Directors. The Experian check provides averages for the industry, CCJs, director information and a Commercial Delphi Score (risk rating) which is incorporated into the financial assessment.

Each ratio and other criteria will carry a points score of "0" for fail and "1" for pass, points are then tallied to give an overall score, this is then matched to a predetermined risk-based scoring model where supplier will be assessed as low, medium or high risk.

The final decision regarding the acceptability of the supplier's financial standing relies on a degree of professional judgement from the council. If the council decides that the financial standing of the supplier is such that it does not have the ability to perform the contact and represents an unacceptable risk to the council then the supplier will be excluded from further consideration in this process.

The minimum levels relating to economic and financial standing for this tender process are summarised below:

Contract Limit £1,100,000

Acid Test Ratio 1.0

Losses Accounts must not show continual losses

Net Worth Net worth must be positive

## **Technical ability conditions of participation**

Contract examples provided from the last 3 years which demonstrate relevant experience and proven track record in delivering services of similar scope and size relevant to the subject matter of the contract.

## **Particular suitability**

- Small and medium-sized enterprises (SME)
- Voluntary, community and social enterprises (VCSE)

## **Submission**

### **Enquiry deadline**

9 September 2025, 5:00pm

### **Tender submission deadline**

22 September 2025, 12:00pm

### **Submission address and any special instructions**

[www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

### **Tenders may be submitted electronically**

Yes

### **Languages that may be used for submission**

English

### **Award decision date (estimated)**

20 October 2025

### **Recurring procurement**

Publication date of next tender notice (estimated): 3 September 2029

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## Award criteria

Name	Description	Type	Weighting
Price	All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid. Example if the price weighting were 40%, the calculation would be: $(40 \times \text{lowest price})/\text{bid price}$ The lowest price bid would receive the full 40 points. A negative percentage figure for a lump sum price that is over 100% higher than the lowest price bid will receive a price score of zero. B&NES council will not award a negative price score	Price	40.00%

Name	Description	Type	Weighting
Delivery of Site Infrastructure and Temporary Structures	Ability to manage large-Quality scale temporary infrastructure in complex urban environments, particularly UNESCO World Heritage Sites. Methodology for ensuring safe, timely, and sustainable delivery and re-moval of structures, including use of low-emission transport. Approach to maintenance and quality assurance of chalets and infrastructure throughout the event lifecycle.		18.00%
Sustainability and Environmental Impact	Use of sustainable, reusable, or recycled materials in infrastructure and installations. Measures to reduce carbon footprint, including energy-efficient equipment and low-emission logistics. Ability to provide data to support the Council's carbon footprint calculations.	Quality	12.00%

Name	Description	Type	Weighting
Event Staffing and Operational Management	<p>Qualifications and working knowledge of key personnel (e.g. Site &amp; Production Manager, Zone Managers), including relevant certifications (e.g. NEBOSH, First Aid, IPAF). Staffing schedules and contingency planning to ensure continuous coverage and responsiveness.</p> <p>Approach to health &amp; safety, including daily briefings, incident reporting, and compliance with Martyn's Law and ACT training.</p>	Quality	12.00%
Security, Traffic, and Crowd Management	<p>Ability to manage security and traffic for large-scale public events, including 24-hour coverage and coordination with local authorities.</p> <p>Deployment of qualified personnel (e.g. SIA, CSAS, Chapter 8) and use of body-worn video cameras in compliance with GDPR. Strategies for managing crowd flow, emergency response, and hostile vehicle mitigation in a high-footfall, open-access environment.</p>	Quality	12.00%

Name	Description	Type	Weighting
Social Value	Outlined measurable social value commitment and proposes appropriate methods for tracking and measuring deliverables Outline social value commitment relevant to B&NES region Outlined social value commitment in line with themes provided	Quality	6.00%

## Other information

### Payment terms

#### Payment and VAT

The Council must pay the Contractor the Charges,

- a) before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Council in respect of the sum; or
- b) if later, by the date on which the payment falls due in accordance with the invoice, subject to the invoice being verified by the Council as valid and undisputed; and
- c) in cleared funds using the payment method and details stated in the invoice or in this Contract.

A Contractor invoice is only valid if it:

- a) includes the minimum required information set out in Section 68(9) of the Procurement Act 2023;
- b) includes all appropriate references including this Contract reference number and other details reasonably requested by the Council; and

c) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).

Where any invoice does not conform to the Council 's requirements set out above or the Council disputes the invoice, the Council shall notify the Contractor without undue delay.

The Council shall accept for processing any electronic invoice that complies with the Electronic Invoice Standard, provided that it is valid and undisputed.

Where any invoice does not conform to the Council 's requirements set out the Council shall notify the Contractor without undue delay and the Contractor shall promptly issue a replacement invoice which shall comply with such requirements.

The Council may retain or set-off payment of any amount owed to it by the Contractor under this Contract or any other agreement between the Contractor and the Council if notice and reasons are provided.

The Contractor must ensure that all Subcontractors are paid, in full:

a) before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Contractor in respect of the sum; or

b) if later, by the date on which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the Contractor as valid and undisputed. If this does not happen, the Council can publish the details of the late payment or non-payment.

The Contractor has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

## **Description of risks to contract performance**

1. Inadequate security personnel accreditation or training (e.g. ACT, Martyn's Law)
2. Failure to manage crowd flow and congestion during peak times
3. Contractor fails to deliver site infrastructure on time
4. Insufficient coordination with emergency services and CCTV
5. Health & safety non-compliance during build/de-rig phases

6. Reputational damage due to poor public interaction by security staff
7. Legislative non-compliance (e.g. Martyn's Law updates)
8. Inadequate traffic management impacting local businesses/residents
9. Contractor insolvency or withdrawal mid-contract
10. Incomplete or missing risk assessments from subcontractors

## **Applicable trade agreements**

- Government Procurement Agreement (GPA)

## **Conflicts assessment prepared/revised**

Yes

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## **Procedure**

### **Procedure type**

Open procedure

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## **Documents**

### **Associated tender documents**

<http://www.supplyingthesouthwest.org.uk>

All tender documents will be available via the above address.

### **Technical specifications to be met**

<http://www.supplyingthesouthwest.org.uk>

The tender specification will be available to view and download via the above address.

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### **Contracting authority**

#### **Bath and North East Somerset Council**

- Public Procurement Organisation Number: PLVH-3287-JWJV

Guildhall

Bath

BA1 5AW

United Kingdom

Contact name: Tilley Sheridan

Email: [Tilley\\_sheridan@bathnes.gov.uk](mailto:Tilley_sheridan@bathnes.gov.uk)

Website: <http://www.bathnes.gov.uk>

Region: UKK12 - Bath and North East Somerset, North Somerset and South

Gloucestershire

Organisation type: Public authority - sub-central government