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Tender

Garden Waste Treatment

Bath and North East Somerset Council

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

Notice identifier: 2025/S 000-050830

Procurement identifier (OCID): ocds-h6vhtk-058cc6

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Scope

Reference

DN779148

Description

In pursuance of the Council's obligations as a waste collection and disposal authority the Council intends through a competitive tender to award one or more contracts for the provision of Treatment Services for Garden Waste. The council is managing this procurement in accordance with the Procurement Act 2023.

Total value (estimated)

- £600,000 excluding VAT
- £880,000 including VAT

Above the relevant threshold

Contract dates (estimated)

- 2 January 2026 to 1 January 2027
- Possible extension to 1 January 2028
- 2 years

Description of possible extension:

This contract can be extended for a period of up to 12 months. It is the intention of the Council to align its waste contracts for 2027. This extension will be put in place if the alignment is not completed in time. Any extension will be subject to satisfactory performance and availability of budget.

Main procurement category

Services

CPV classifications

- 90510000 - Refuse disposal and treatment

Contract locations

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

Lot constraints

Description of how multiple lots may be awarded:

Bidders can apply for one or both lots.

Lot 1. Receipt and Treatment of Garden Waste from Keynsham Recycling Hub

Description

This Lot covers the receipt and treatment of Garden Waste from the Keynsham Recycling Hub to the contractor's treatment facility. The waste comprises:

- Garden Waste brought directly to the Hub by residents
- Garden Waste from commercial customers
- Garden Waste from Bath recycling centre
- Garden Waste collected via fortnightly kerbside collections by the Council's refuse collection vehicles

The appointed contractor will be responsible for accepting and treatment of the Garden Waste in accordance with the service requirements.

Lot value (estimated)

- £300,000 excluding VAT
- £440,000 including VAT

Same for all lots

CPV classifications, contract locations and contract dates are shown in the Scope section, because they are the same for all lots.

Lot 2. Receipt and Treatment of Garden Waste from Welton Recycling Centre

Description

This Lot covers the receipt and treatment of Garden Waste from the Welton Recycling Centre to the contractor's treatment facility. The waste comprises:

- Garden Waste brought directly to the Recycling Centre by residents
- Garden Waste from the Bath Recycling centre
- Garden Waste collected via fortnightly kerbside collections by the Council's refuse collection vehicles

The appointed contractor will be responsible for accepting and managing this material in accordance with the service requirements.

Lot value (estimated)

- £300,000 excluding VAT
- £440,000 including VAT

Same for all lots

CPV classifications, contract locations and contract dates are shown in the Scope section, because they are the same for all lots.

Participation

Legal and financial capacity conditions of participation

Lot 1. Receipt and Treatment of Garden Waste from Keynsham Recycling Hub

Lot 2. Receipt and Treatment of Garden Waste from Welton Recycling Centre

7.2 Economic 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.

7.2.1 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.

7.2.2 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 contract 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 £ 873,861.12

Acid Test Ratio 1.0

Losses Accounts must not show continual losses

Net Worth Net worth must be positive

Technical ability conditions of participation

Lot 1. Receipt and Treatment of Garden Waste from Keynsham Recycling Hub

Lot 2. Receipt and Treatment of Garden Waste from Welton Recycling Centre

Technical ability - Contract examples demonstrate relevant experience and proven track

record of delivering similar services (contracts of similar scope and size) , relevant to the subject matter of the contract.

Experience of sub-contractor management - Supplier demonstrates experience of previously maintained healthy supply chains with your sub-contractor(s)

Organisational standards - Supplier demonstrates that they meet the required standards.

Health and safety - Supplier provides accident statistics relating to their business for the past 3 years using the table provided. The Council is satisfied that any accident relating to this period have been dealt with appropriately.

Site Location Detail - Supplier provides complete and accurate site location information, mapping, planning/permit documentation, and clearly confirms that the site will be operational at the start of the Contract.

Opening Hours - Proposed opening hours meet the Council's requirements or reasonable justification is provided for any variation.

Contract Manager - Contact details for the nominated Contract Manager are complete and demonstrate appropriate oversight and availability for contract delivery.

Type of vehicle accepted - Ability to accept a range of vehicles

Particular suitability

Lot 1. Receipt and Treatment of Garden Waste from Keynsham Recycling Hub

Lot 2. Receipt and Treatment of Garden Waste from Welton Recycling Centre

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

Submission

Enquiry deadline

9 September 2025, 5:00pm

Tender submission deadline

23 September 2025, 12:00pm

Submission address and any special instructions

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): 1 September 2025

Award criteria

Name	Description	Type	Weighting
PRICE	<p>Price Evaluation: The scoring is carried out within an Excel spread sheet outside of the e-Tender system. 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</p> <p>Abnormally Low Tenders If the council considers the price of the tender to be abnormally low, the council are required to offer the opportunity to the supplier to demonstrate to the council's satisfaction that it will be able to perform the contract for the price offered. If the council are not satisfied with the supplier's explanation, the tender will be rejected. The weighted scores for quality and price are</p>	Price	80.00%

Name	Description	Type	Weighting
	added together to get a final total score out of 100. In the event of a tie-break, the council will award to the supplier with the highest overall Quality score.		
TREATMENT SITE CAPABILITY AND COMPLIANCE	Clarity and completeness of site description and composting method Evidence of capacity to handle forecast tonnage Compliance with required standards and permits	Quality	6.00%
SECURE MARKETS/BENEFICIAL RE-USE	Plans for marketing or reuse of outputs Effective Management and disposal of non-recyclable residues	Quality	4.00%
SERVICE DELIVERY AND BACK UP ARRANGEMENTS DELIVERY	Clear and practical contingency planning Clear process for managing vehicle damage Effective vehicle flow process and weighbridge usage	Quality	4.00%
COMMUNICATION	Accuracy and completeness of proposed reporting Ability to meet Council's data and format requirements Systems for tracking contaminants and rejected loads Transparency and auditability of data	Quality	4.00%

Name	Description	Type	Weighting
HEALTH AND SAFETY	Clear methodology for investigating and recording accidents, incidents, and near misses. Use of supporting documents, reports or templates to evidence investigation procedures.	Quality	1.00%
HEALTH AND SAFETY (2)	Documented step-by-step procedure for conducting thorough and contract-specific risk assessments. Evidence of completed risk assessments with linked Safe Systems of Work demonstrating practical implementation	Quality	1.00%

Other information

Payment terms

C2.1 The Council shall pay all sums due to the Contractor within 30 days of Receipt of a valid invoice, submitted monthly in arrears.

C2.2 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Council to substantiate the invoice.

C2.3 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

C2.4 The Contractor shall add VAT to the Contract Price at the prevailing rate as

applicable.

C2.5 The Contractor shall indemnify the Council on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Council at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.5 shall be paid by the Contractor to the Council not less than 5 Working Days before the date upon which the tax or other liability is payable by the Council.

C2.6 The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract under clause H2.3 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Council on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Description of risks to contract performance

1. Contractor fails to meet treatment capacity for forecasted tonnage (12,620 tonnes for 2025/26)
2. Treatment site becomes unavailable (e.g. due to permit issues or operational failure)
3. Contaminated loads exceed acceptable thresholds, increasing disposal costs
4. Failure to comply with PAS 100/110 or BS 3882 standards for compost/digestate
5. Inaccurate or incomplete weighbridge and reporting data
6. Delays in vehicle turnaround at treatment site (target <30 mins)
7. Environmental permit or regulatory non-compliance at treatment or outlet sites
8. Failure to deliver compost buyback scheme (optional value-added service)
9. Inadequate staffing or training at treatment site
10. Failure to meet carbon reporting requirements under GHG Protocol
11. Disruption due to relocation of Bath Recycling Centre during contract term

Applicable trade agreements

- Government Procurement Agreement (GPA)

Conflicts assessment prepared/revised

Yes

Procedure

Procedure type

Open procedure

Justification for not publishing a preliminary market engagement notice

The market is well known and aware of the procurement.

Documents

Associated tender documents

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

The associated tender documents are available at the above web address.

Technical specifications to be met

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

The specification is available at the above web address.

Contracting authority

Bath and North East Somerset Council

- Public Procurement Organisation Number: PLVH-3287-JWJV

Guildhall

Bath

BA1 5AW

United Kingdom

Contact name: Patricia Okowa

Email: patricia_okowa@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

