

2026 edition · Updated 6 October 2026

# The Education Tender Playbook

How schools, academy trusts and councils buy, what they check, and how small education suppliers win the work.

**By Matt Briars**

Founder of Tutors Green and co-founder of OneTender

oneTender

# About this playbook

Matt Briars and the OneTender team wrote this playbook for small suppliers who sell to schools, academy trusts, councils' education and SEND services, and colleges: tutoring and intervention providers, SEND and alternative provision providers, mentoring and enrichment organisations, and education consultancies. Each chapter is a guide from our site, edited for print, and every source is listed at the back.

Matt founded Tutors Green and grew it to over a thousand tutors and teachers working with schools and local authorities across the UK, and for ten years he did its public sector bidding himself. This book follows that work: how each kind of education buyer decides, where the work is published, what schools and councils must check before your staff meet a pupil, and how tutoring, SEND and alternative provision contracts are won.

The rules are as they stood on the date on the cover. The Procurement Act 2023 applies in England, Wales and Northern Ireland, but the school guidance in this book, such as Keeping children safe in education, the pupil premium and the SEND code of practice, is England's. Read it in order the first time, then run through the bid checklist at the back before every education tender.

## About the author



**Matt Briars**

Founder of Tutors Green and co-founder of OneTender

Matt Briars founded Tutors Green and grew it to over a thousand tutors and teachers working with schools and local authorities across the UK.

For ten years he did its public sector bidding himself: portal after portal, each with its own login, its own steps and its own paperwork. He started OneTender with Kyrylo Kozak so suppliers can win more public sector contracts with less portal admin.

This playbook is general information, not legal advice. Check the buyer's documents and the official guidance for your procurement.

Updated 6 October 2026. Read online: demo.onetender.uk/blog

# Contents


PART 1 · HOW EDUCATION BUYERS BUY

1 How schools, academy trusts and councils buy education services

2 Finding education tenders: frameworks, dynamic markets and lists

PART 2 · FIND AND CHOOSE THE WORK

3 Find a Tender vs Contracts Finder vs ProContract: where you bid

4 Find a Tender registration and share codes: what SMEs need

5 Bid or no-bid: 10 checks before you start a public sector tender

PART 3 · GET BID-READY

6 Safeguarding for school suppliers: what KCSIE 2026 and DBS require

7 Pupil data protection for school suppliers: UK GDPR and EdTech

8 Which certifications do UK public sector tenders ask for?

PART 4 · WIN TUTORING, SEND AND ALTERNATIVE PROVISION WORK

9 Winning tutoring and intervention work from schools and councils

10 SEND and alternative provision contracts: how councils commission

11 How to write tender responses that score: a practical UK guide

PART 5 · AFTER YOU SUBMIT

12 After the award: assessment summaries, standstill and feedback

APPENDICES

A Bid checklist

B Sources

C Photo credits

PART 1

# How education buyers buy

1. How schools, academy trusts and councils buy education services
2. Finding education tenders: frameworks, dynamic markets and lists



CHAPTER 1 · EDUCATION

# How schools, academy trusts and councils buy education services

Which rules apply when a school, academy trust, college or council buys education services: value bands, thresholds, light touch rules and who signs off.

By OneTender team · 2 October 2026 · Read online

IN SHORT

- A maintained school follows its council's scheme for financing schools, which should require at least 3 quotes above £10,000 a year and no council countersignature below £60,000.
- An academy trust follows the Academy Trust Handbook 2026: it must consider DfE's deals and record its decision, use Find a Tender and report every related party contract to DfE.
- A council follows the Act's below-threshold rules: a notice from £30,000 if it advertises, no suitability stage for services, and payment within 30 days.
- From £663,540 including VAT, contracts for education services come under the Act's light touch rules, whoever buys them.
- The Act's 30-day payment term doesn't cover schools, academy trusts or colleges, so agree payment terms in writing.

It depends who is buying: a maintained school follows its council's scheme for financing schools, an academy trust the Academy Trust Handbook 2026, a college the College financial handbook 2026, and a council the Procurement Act 2023's below-threshold rules and its own contract standing orders. From £663,540 including VAT, contracts for education services come under the Act's light touch rules, whoever

buys them. Schools, academy trusts and colleges sit outside the Act's below-threshold rules and its 30-day payment term, so agree payment terms in writing. This guide covers England, where these school rules apply.

## Four buyers, four rulebooks

Before you price anything, check which kind of buyer you face. A school's record on Get Information about Schools gives its type, such as voluntary aided or sponsor-led academy, its council and, for an academy, its trust. The type decides how many quotes the buyer needs, whether it must advertise, who signs and when you get paid.

| Buyer | Main rules | Below the threshold | 30-day payment term in law |
|---|---|---|---|
| **Maintained school** | Its council's scheme for financing schools and the council's financial regulations | The scheme should require at least 3 tenders or quotes over £10,000 a year, and no council countersignature below £60,000 | No |
| **Academy trust** | Academy Trust Handbook 2026 and the trust's own scheme of delegation | The trust's own value bands; it must consider DfE's deals and record its decision | No |
| **Further education college** | College financial handbook 2026 | The college's own tendering policy and delegation levels | No |
| **Council** | Procurement Act 2023, Part 6, and its contract standing orders | No suitability stage (works aside); from £30,000, a tender notice if it advertises and a contract details notice after award | Yes, under sections 68 and 88 |

The Act's 'school' is wider than everyday use. Under section 123, it covers a maintained school's governing body, an academy trust, a non-maintained special school and a further education college. A contract awarded wholly to supply a pupil referral unit counts as a school's, and the Act counts amounts payable under a contract including VAT.

## Maintained schools: the council's scheme sets the rules

Each council publishes a scheme for financing its maintained schools, and DfE's statutory guidance on schemes says what it should contain. Under section 4.10, the scheme should require schools to follow the council's financial rules and standing orders, and to assess a contractor's professional competence in advance, in areas such as health and safety compliance and safeguarding practices. It should also switch off any council rule that would:

- require a council officer to countersign contracts for goods or services worth less than £60,000 a year;
- limit the school to an approved list of suppliers;
- let the school seek fewer than 3 tenders or quotes for a contract worth more than £10,000 a year, subject to listed exceptions.

For procurement, schools count as separate contracting authorities: a council contract doesn't bind a school, which can opt out of council-arranged contracts (section 4.11). Governing bodies mostly contract on the council's behalf, because the council owns the funds in the school's budget share. That is the main

reason a council can require its countersignature above a set value.

DfE's buying guidance tells schools to follow their own procurement rules, with value bands as a guide: low is under £10,000, medium £10,000 to £40,000 and high over £40,000. For low and medium purchases, Route 3 means at least 3 quotes, judged against criteria set in advance, such as price, quality, fit with the specification and speed. Schools should send every supplier the same information and not open late quotes, and the order should state when they will pay. Above £40,000 and below the threshold, Route 4 suggests an advert and an invitation to tender, with no work until both sides have signed.

So treat a request for a quote as a small tender: reply in the school's format by its deadline and answer each criterion. If the request doesn't say how quotes will be judged, ask, since DfE tells schools to set criteria first. Above £60,000 a year, allow time for a council countersignature if its rules require one.

## Academy trusts: the handbook, DfE deals and related parties

Academy trusts follow the Academy Trust Handbook 2026, in force from 1 October 2026. Under paragraph 2.25, a trust must have a competitive procurement procedure, apply its internal delegation levels, follow the Act's rules and thresholds, use Find a Tender and carry out due diligence. The handbook sets no quote bands. Ask for the trust's procurement procedure and its scheme of delegation of financial powers, which its board must approve (paragraph 2.4): between them, they set the quotes it needs and who signs.

Paragraph 2.27 matters most when you quote: a trust must consider DfE's buying opportunities, such as the deals on Get help buying for schools, and record its decision. If a DfE-approved framework covers your service and you aren't on it, your quote competes with that route, and the trust must record how it decided.

Related party rules apply if your business is connected to the trust, for example through a member, trustee or senior leader, or a close family member of one (paragraph 5.36):

- every related party contract must be reported to DfE before it starts or is renewed (paragraph 5.42);
- DfE must approve in advance a related party contract worth more than £40,000 in a financial year ending 31 August, unless a listed exception applies (paragraph 5.43);
- above £2,500 a year in total, members, trustees and their relatives must supply at no more than full cost, with no profit, and so must businesses they control, are partners in or own more than 20% of (paragraphs 5.46, 5.51 and 5.56);
- the trust must still choose you through an open and fair process, backed by your statement of assurance and an open book agreement (paragraph 5.55).

Local governors and senior staff sit on the trust's register of interests too, and nobody connected to the trust may use that link for personal gain (paragraph 5.37), so declare any link before you quote. A multi-academy trust may also buy centrally: it can pool pupil premium across academies, though each academy publishes its own strategy statement.

## Colleges: the College financial handbook

Further education colleges follow the College financial handbook 2026, in force from 1 August 2026. Under paragraph 2.21, a college must have a competitive tendering policy, apply internal delegation levels, follow the Act's rules and thresholds where a contract is in scope, use Find a Tender and carry out due diligence.

As the Act counts a college as a school, its below-threshold rules and 30-day payment term don't apply. A college that subcontracts £100,000 or more of funded delivery in a funding year must get a reporting accountant's report against DfE's subcontracting standard (paragraph 2.22).

## Councils: the Act's below-threshold rules and standing orders

Of the four buyers, only councils are bound by Part 6 of the Act, the rules for regulated below-threshold contracts. Before inviting tenders, a council must consider the barriers small firms face and whether it can remove or reduce them (section 86). Then:

- **No suitability stage.** It can't restrict who tenders by assessing suitability, except for works contracts from £207,720 and call-offs under a framework (section 85).
- **Notices from £30,000.** It publishes a below-threshold tender notice before it advertises, unless it invites only particular or pre-selected suppliers, and a contract details notice after award, with time limits that are reasonable and the same for everyone (section 87).
- **Your registration.** Since 1 April 2026, before it publishes the contract details notice, the council must get your confirmation that you have registered on the central digital platform and submitted your basic details, and your unique identifier (regulation 36A).
- **Payment within 30 days.** A 30-day payment term from a valid invoice is implied into the contract and into sub-contracts that deliver it (section 88). Above the threshold, section 68 implies the same term.

Councils also have contract standing orders, made under section 135 of the Local Government Act 1972. They can cover any contract; for goods and works, they must secure competition and regulate how tenders are invited, though they can exempt contracts below a price they set. You needn't check that the council followed them: breaking them doesn't invalidate your contract (section 135(4)). Big decisions go higher: Kent's extra £16 million to extend its SEND tuition system was a key decision for a cabinet member, because the service is worth over £1 million and affects more than two electoral divisions (decision report 25/00097).

Inside a council, several teams may buy the same service. Thurrock planned its tuition framework mainly for its Special Educational Needs service, its Virtual School Team for looked-after children and its Access and Inclusion Team (market engagement notice). Find out which team holds the budget before you pitch.

## Thresholds and light touch rules for education services

From 1 January 2026 the thresholds, including VAT, are (Schedule 1 and PPN 023):

- **£663,540** for light touch contracts, which include education services;
- **£207,720** for other goods and services bought by sub-central authorities, such as councils, academy trusts, colleges and maintained schools;
- **£135,018** for goods and services bought by central government;
- **£5,193,000** for works.

Academy trusts aren't on the list of central government authorities, so they use the sub-central figure. The value is the most the buyer could expect to pay over the whole contract, including extension options, and a framework's value is the total of every contract that may be awarded under it (Schedule 3). So a framework

of many small placements can still be above the threshold.

Light touch services are listed by CPV code in Schedule 1 to the Procurement Regulations 2024: education and training (80000000), including special education (80340000) and tutorial services (80590000), health and social work (85000000), recreational, cultural and sporting services (92000000) and school catering (55524000). Cleaning (90910000), IT services (72000000) and management consultancy (79411000) aren't on the list, so they use £207,720.

Light touch still has rules. The Cabinet Office's light touch guidance says:

- a tender notice is still needed unless a direct award justification applies (paragraph 18);
- there is no minimum participation or tendering period, and no mandatory standstill, though a voluntary one must last at least 8 working days;
- a light touch framework needs no competitive selection process for call-offs and has no maximum term;
- award criteria can reflect a service user's right to choose, or how close the supplier is to the people it serves (paragraph 44);
- a contract can be awarded directly to a single supplier for technical reasons where the Children and Families Act 2014 requires special educational needs provision from a particular supplier, or where a tribunal decides that a particular provider must provide education services (paragraph 34).

Schools use the same thresholds. Above them, DfE's Route 5 says a process under the Act is legally required unless the school uses a framework, and for a framework mini-competition Route 1 recommends a standstill of at least 8 days.

> **The 30-day payment rule doesn't cover schools**
>
> Section 68(1)(c) leaves contracts awarded by a school out of the Act's implied 30-day payment term, and Part 6, including section 88, doesn't apply to schools (section 84). The Act's 'school' includes academy trusts and further education colleges. So put your payment terms in your quote and check that the order or contract repeats them. With no agreed date, GOV.UK says payment is late 30 days after the buyer gets your invoice, or after you deliver if that is later. You can then claim statutory interest of 8% plus the Bank of England base rate, unless your contract sets another rate, and fixed recovery costs of £40, £70 or £100, depending on the debt.

## Before you quote

DfE's guidance shows what a school checks. For tutoring, it asks schools to consider a provider's safer recruitment and safeguarding checks, its tutors' qualifications and experience, online or in-person delivery, fit with its pupils, how progress is reported to the class teacher, and the contract terms, including how pupil

data will be shared safely (tutoring guidance). For consultancy, it tells schools to settle the scope, a timetable and a full price breakdown, including expenses such as travel, and to find out who covers absent staff and what insurance the consultant holds (consultancy guidance). Answer those points in your quote.

- [ ] We know whether the buyer is a maintained school, an academy trust, a college or a council
- [ ] We have the buyer's own value bands and know who signs off at each level
- [ ] We have checked the value, including VAT, against the £663,540 light touch threshold
- [ ] Our quote answers the buyer's specification, award criteria and deadline, in its format
- [ ] We know whether a DfE-approved framework covers this service, and whether we are on it
- [ ] We have declared any link to a trustee, governor or member of staff before quoting
- [ ] We have agreed payment terms in writing: the Act's 30-day rule does not cover schools



CHAPTER 2 · EDUCATION

# Finding education tenders: frameworks, dynamic markets and lists

Where school, trust and council work is published, which frameworks and approved lists to join, and how to spot education work before the tender notice.

By OneTender team · 2 October 2026 · Read online

IN SHORT

- Council education work, and school, trust and college tenders above the threshold, appear on Find a Tender. Council notices start at £30,000.
- Many councils buy tuition, SEND and alternative provision through frameworks, which open on a timetable, and dynamic purchasing systems, which take new members. Diary every reopening date.
- Market engagement and pipeline notices can warn you months before a tender, though the dates can move.
- DfE-approved frameworks cover professional services such as SEND advice and therapy, but on 2 October 2026 Get help buying for schools listed none for tutoring.
- Pupil premium and inclusion strategy statements, due by 31 December, show what schools plan to buy and which providers they used last year.

Education work reaches suppliers in four ways: tenders and notices on Find a Tender; council frameworks and dynamic purchasing systems for tuition, SEND and alternative provision, each with its own window for joining; DfE-approved frameworks that schools find on Get help buying for schools; and quotes that schools

ask for directly. DfE's buying guidance generally suggests at least 3 quotes below £40,000 and an advert above it, so smaller school work reaches you by invitation. Read what schools publish about their plans, so you are known before the request goes out.

## Four ways education work is bought

| Route | What you'll find | How you get in | Example |
|---|---|---|---|
| **Find a Tender** | Council and trust tenders, council notices from £30,000, and dynamic market and market engagement notices | Register free, save searches and turn on email alerts | Staffordshire's alternative provision framework, November 2025 |
| **Council frameworks and dynamic purchasing systems** | Tuition, SEND and alternative provision lots, with call-offs with or without competition | Apply when one opens or reopens, or join a dynamic system at any time | Greenwich's tuition open framework |
| **DfE-approved frameworks** | Professional services for schools, such as SEND advice and therapy | Win a place when the framework is let or reopens | CPC Education Professional Services |
| **Direct quotes** | School purchases under £40,000 made without a framework | Be known to the school before it asks for 3 quotes | DfE's Route 3 |

## Find a Tender: searches and notices that catch education work

Since 24 February 2025, notices for new UK procurements above and below the threshold go on Find a Tender, except below-threshold notices in Scotland. A council must publish a below-threshold tender notice there before it advertises a contract worth £30,000 or more, unless it invites only particular or pre-selected suppliers (section 87). Schools, academy trusts and colleges aren't bound by that rule. DfE's Route 4 says they may advertise on the central digital platform, in newspapers, on education websites or in trade magazines, so some school work never reaches Find a Tender.

Sign in with a GOV.UK One Login to register your organisation, save searches and get email alerts. Search by CPV code as well as keywords: education and training (80000000), special education (80340000) and tutorial services (80590000), with words such as tuition, alternative provision, EOTAS and mentoring. The commercial tools search lists frameworks, dynamic markets and dynamic purchasing systems, which you can filter by status, type and CPV code and sort by end date. Our guides to Find a Tender, Contracts Finder and ProContract, and to registering on Find a Tender, cover the set-up.

Two kinds of notice give early warning:

- **Preliminary market engagement notices.** For a contract above the threshold (section 16), a buyer that has talked to suppliers must publish one before its tender notice, or explain in the tender notice why it didn't (section 17).
- **Pipeline notices.** An authority expecting to spend over £100 million in a financial year must publish, within 56 days of the year's start, the contracts over £2 million for which it intends to publish a tender or transparency notice in the next 18 months (section 93).

Thurrock shows how much warning you can get, and how dates move. Its pipeline notice for tuition services went up in May 2025. A market engagement notice followed in June: more than 2,500 children had EHC plans, tuition cost the council £1.7 million a year, and it relied on a small number of providers with

significant cost variation. It planned to tender between January and March 2026. The tender opened on 1 July 2026: an open framework for tuition and mentoring, worth an estimated £12.96 million including VAT, with price at 50% of the marks.

Engagement is also your chance to shape the lots. West Northamptonshire's notice of 27 January 2026 proposed a quality assurance framework for non-school alternative provision, with a tuition lot split into specialist SEND tuition, curriculum tuition and online-only tuition. It asked for written feedback by 28 February 2026 and expected to publish the tender in April or May 2026, but no tender notice had appeared by 2 October 2026. Plans slip, so keep a saved search running for the council.

## Council frameworks, open frameworks and dynamic markets

These councils buy tuition, SEND and alternative provision through a framework or dynamic purchasing system, then call off a package for each child:

- **Royal Borough of Greenwich.** A tuition open framework worth an estimated £25 million excluding VAT, in three lots: universal, SEND, and complex and medical. It takes unlimited suppliers, charges them no fee and calls off with or without competition, and the council may let its maintained schools, academy trusts and other councils use it. Quality counted for 60% and price 40%, tenders went in through Proactis by 12 January 2026, and it must reopen within its first three years. The award notice of 29 September 2026 shows 24, 28 and 21 tenders per lot, nearly all from SMEs, and 12, 16 and 14 successful suppliers, with a standstill period to 8 October 2026.
- **Herefordshire.** An alternative provision open framework with lots for education and engagement, mentoring and tuition, quality marked pass or fail, for up to 7 years. It ran on ProContract through the Supplying the Southwest portal, with a deadline of 17 December 2025.
- **Staffordshire.** A light touch framework that replaces its dynamic purchasing system, which ends on 31 August 2026, and runs from 1 September 2026 to 31 August 2034. It has a tutoring lot for teachers with qualified teacher status. Safeguarding was worth 15% of the marks, and price, as an hourly rate, 40%. It is a standard framework, not an open one, and the notice estimates the next tender notice for 31 October 2033.
- **Kent and Medway.** A modified dynamic purchasing system for SEND tuition, set up in September 2023 under the 2015 rules, which providers join on an ongoing basis after quality and safeguarding checks (decision report). Packages rose from 315 between September 2023 and March 2024 to 614 by March 2025. In December 2025 Kent approved extending it to 31 August 2028, at a total value of £31 million, and the report expected recommissioning to start in late 2026.

Read the award criteria before you write a word, because each council weighs things differently. Greenwich ran three stages: a selection questionnaire, then quality, then price, and a tender that failed one stage wasn't marked on the next. Thurrock gave price 50%, its service delivery model 25%, staffing and training 17%, 'meeting attendance' 5% and social value 3%. Staffordshire wanted an hourly rate for each lot and registration on the central digital platform before you submitted, and its full-time lot required registration as an independent school to give full-time education to 5 or more pupils of statutory school age, or to 1 with an EHC plan or in care. Register on the council's portal early: Herefordshire said it would not accept tenders by email.

> **Missed the window? Diary the reopening**
>
> An open framework must reopen at least once within 3 years of its first award, then at least once every 5 years, and end within 8 years (section 49). A standard framework adds no new suppliers until it is let again (frameworks guidance, paragraph 33), and open frameworks didn't exist under the old 2015 rules, so frameworks set up under those rules stay closed. A dynamic market must accept applications at any time and can't cap its numbers (section 36), and a supplier that isn't yet a member can apply during a procurement (dynamic markets guidance, paragraph 11). Dynamic purchasing systems set up under the old rules end by 23 February 2029 at the latest (transitional guidance, paragraph 19).

## DfE-approved frameworks schools use

An academy trust must consider DfE's buying opportunities and record its decision (Academy Trust Handbook 2026, paragraph 2.27). Get help buying for schools lists the DfE-approved options. Under HR, people and professional services, on 2 October 2026, its options included:

- CPC Education Professional Services, to 2 February 2034;
- Procurement Services Education services, covering school improvement, safeguarding and governor services, to 1 December 2028;
- NEPRO specialist professional services, including education consultancy and bid application support, to 30 November 2027;
- the Government Commercial Agency's Learning and training services dynamic purchasing system, to 27 October 2028.

Tutoring isn't listed. On 2 October 2026, a search for 'tutoring' or 'tuition' returned no results, so a school buying tutoring goes to providers directly or, where a council allows it, uses a council framework such as Greenwich's.

CPC's open framework has seven lots: SEND advisory, curriculum and assessment, therapy and psychology, translation and interpretation, leadership development, careers advice and technology integration. Each lot drew between 3 and 9 tenders, mostly from SMEs. Five lots require DBS checks on staff likely to work in an educational setting, with enhanced checks for SEND advisory and therapy. Its first framework is expected to run to 1 February 2028, though CPC could make it three years, so watch for the reopening tender before the first framework ends. The Procurement Services framework was let under the 2015 rules, runs to 1 December 2028 and lists four suppliers. For consultancy, DfE's buying guidance points schools to NEPO's framework, which Bloom manages as a neutral vendor that contracts with suppliers on the school's behalf.

## Read what schools publish before they buy

Under DfE's Route 3, a school buying below £40,000 finds suppliers itself, weighing price and reputation, and asks at least 3 for quotes. To be one of the three, know what the school plans before it asks:

- **Pupil premium strategy statements.** Schools with more than 5 eligible pupils publish one by 31 December each year (guidance). DfE's template has a budget line for 'targeted academic support (for example, tutoring, one-to-one support, structured interventions)', and its Part B names the non-DfE programmes the school funded with pupil premium last year, with each provider. In a multi-academy trust, each academy publishes its own.

- **Inclusion strategy statements.** Schools receiving the inclusive mainstream fund must publish one for 2026 to 2027 by 31 December 2026, with the activities they are investing in and their budgeted costs (conditions of grant). The fund can be spent until 31 March 2028.
- **Get Information about Schools.** The register lists schools, trusts and their governance, with downloads updated daily: use it to build your target list and to see which trust each academy belongs to.
- **The SEN and disability local offer.** Each council in England must publish information about the provision it expects to be available, in its area and outside it, for children and young people with special educational needs or a disability, including education, health and care provision, other education and training, and travel arrangements (Children and Families Act 2014, section 30). Check whether services like yours appear.
- **Alternative provision lists.** Many areas use quality assurance frameworks, with approved lists of local providers, including unregistered alternative provision, measured against locally defined standards such as registration where necessary, safeguarding, health and safety, and the quality of accommodation and education. Before a placement, the commissioning school or council should still do its own due diligence on whether the provision is safe, offers high quality education and meets the child's needs (DfE alternative provision guidance).

## Your education tender radar

Set this up once, then review it every term:

- [ ] Find a Tender searches saved for education services in your regions, with email alerts on
- [ ] Preliminary market engagement notices read as closely as tender notices
- [ ] Registered on the portal each target council uses, such as ProContract or Proactis
- [ ] The reopening date of every open framework you missed is in your calendar
- [ ] The end date of every DPS you belong to is noted: none can run past 23 February 2029
- [ ] Pupil premium and inclusion strategy statements read for your target schools
- [ ] Council approved provider lists and Local Offer pages checked for your services

PART 2

# Find and choose the work

3. Find a Tender vs Contracts Finder vs ProContract: where you bid
4. Find a Tender registration and share codes: what SMEs need
5. Bid or no-bid: 10 checks before you start a public sector tender



CHAPTER 3 · ALL SECTORS

# Find a Tender vs Contracts Finder vs ProContract: where you bid

Find a Tender tells you a contract exists. ProContract and other portals are where you bid. What changed for Contracts Finder in 2025 and 2026.

By OneTender team · 1 October 2026 · Read online

IN SHORT

- Find a Tender, now the central digital platform, is where every Procurement Act notice is published first, including advertised lower-value ones from £12,000 or £30,000.
- Since 24 February 2025, Contracts Finder duties have applied only to procurements under the 2015 rules, and from 1 October 2026 even those move to the central digital platform.
- ProContract is not a notice board. It is an e-tendering portal, a Proactis product, where you register interest, get the documents and submit.
- Devolved Scottish bodies follow Scotland's own rules and advertise lower-value work on Public Contracts Scotland. Welsh notices go through Sell2Wales and reach Find a Tender.

**Short answer:** Find a Tender and Contracts Finder are notice boards. They tell you a public contract exists. ProContract is an e-tendering portal, which is where many buyers run the tender itself: you register interest, download the documents, ask questions and submit. Since the Procurement Act 2023 came into force on 24 February 2025, every notice for a new procurement under the Act goes on Find a Tender first, including many lower-value ones. Devolved Scottish bodies are the main exception, as they follow Scotland's own rules. Contracts Finder now matters mainly for history. So search on Find a Tender, then bid wherever the notice sends you.

## Two layers: where tenders are published and where you bid

A notice gives you the buyer, a description, an estimated value, the deadlines and a link to the procurement documents. That link usually points to an e-tendering portal the buyer has chosen, such as ProContract, In-Tend, Delta eSourcing, Atamis or Jaggaer. The documents, the clarification questions and your submission all live there. An alert from a notice board is the start of the work, not the bid.

| Service | What it is | What you do there |
|---|---|---|
| **Find a Tender (Central Digital Platform)** | The UK government's notice board for every Procurement Act notice | Search notices, save searches, set email alerts, register your organisation |
| **Contracts Finder** | The older notice board for England, for procurements started under the 2015 rules | Look up past notices and awards |
| **Public Contracts Scotland** | Scotland's notice board, under Scotland's own rules | Search Scottish opportunities and register, both free |
| **Sell2Wales** | The Welsh digital platform | Search Welsh opportunities. Devolved Welsh authorities' notices pass through it to Find a Tender |
| **eTendersNI** | Northern Ireland's tendering site for government departments, agencies and arm's-length bodies | Register as a supplier to respond to tenders |
| **ProContract** | An e-tendering portal, a Proactis product, used by the buyers that choose it | Register interest, get documents, ask questions, submit |

## Find a Tender: where every notice lands first

Find a Tender is now the Central Digital Platform. Cabinet Office guidance is clear about the order: notices 'must first be published on the central digital platform, before being posted elsewhere' (Central Digital Platform guidance, paragraph 30). From 24 February 2025 it carries above and below threshold notices for new UK procurements, except below threshold work in Scotland (Find a Tender).

Lower-value work is there too. A buyer can invite quotes from a closed group of pre-selected suppliers without advertising at all. But if it advertises a notifiable below-threshold contract, it must publish a below-threshold tender notice on the platform first. Notifiable means **£12,000 or more including VAT** for central government (other than devolved Welsh bodies) and **£30,000 or more** for other authorities such as councils (Procurement Act 2023, section 87, below-threshold guidance).

Searching is free: the government says 'there are no charges' (supplier short guide). Sign in with a GOV.UK One Login to save searches, get email alerts and register your organisation (Find a Tender). Do the registration early. In a competitive tendering procedure, the buyer must have confirmation by the end of the tendering period that you have registered and shared your core supplier information (Central Digital Platform guidance, paragraph 66). From 1 April 2026, if you win a notifiable below-threshold contract, the buyer must also get your confirmation that you have registered, plus your unique identifier, before it publishes the contract details notice (Procurement Regulations 2024, regulation 36A).

## Contracts Finder: useful for history, not for new work

Contracts Finder was where buyers in England posted lower-value opportunities under the Public Contracts Regulations 2015. Under the Act, below-threshold tender notices and contract details notices go on the central digital platform instead. The government's guidance says this 'replaces the requirement to publish a contract notice and contract award notice only on Contracts Finder' (below-threshold guidance).

Contracts Finder duties carried on only for procurements under the 2015 rules, such as awards under older frameworks. PPN 019 notes that 'no new procurements will be conducted under the PCRs after 24 February 2025'. From 1 October 2026, the Procurement (Amendment) Regulations 2026 discontinue publication on Contracts Finder, or replace it with publication on the central digital platform.

The site is still live and searchable, and it is good for research: past awards show who won, at what value and roughly when contracts end. But if your alerts only run on Contracts Finder, you are watching the wrong board. Move them to Find a Tender.

## Thresholds: why gov.uk pages look out of date

The Contracts Finder start page and the Find a Tender start page on gov.uk still give £139,688 including VAT as the usual mark for high value contracts. That figure applied to procurements started from 1 January 2024 (PPN 11/23) until the end of 2025. For procurements started on or after 1 January 2026, PPN 023 sets lower figures, and the thresholds guidance applies them until 31 December 2027. They include VAT.

| Contract type | Started 1 January 2024 to 31 December 2025 | Started on or after 1 January 2026 |
|---|---|---|
| **Central government goods and services** | £139,688 | £135,018 |
| **Other authorities, such as councils** | £214,904 | £207,720 |
| **Works** | £5,372,609 | £5,193,000 |
| **Light touch contracts** | £663,540 | £663,540 (unchanged) |
| **Utilities goods and services** | £429,809 | £415,440 |

Thresholds decide which rules apply, not whether you will find the notice. Below them, advertised notifiable contracts still go on Find a Tender, except for devolved Scottish bodies.

## Scotland, Wales and Northern Ireland

- **Scotland.** Devolved Scottish authorities are generally outside the Act (devolved authorities guidance). Their lower-value notices are on Public Contracts Scotland, which is free to search and join, not on Find a Tender (Find a Tender). UK-wide bodies, which the guidance calls reserved authorities, follow the Act in Scotland too.
- **Wales.** Devolved Welsh authorities are covered by the Act, with some Welsh rules. They submit notices through the Welsh digital platform, which is Sell2Wales, and the duty is met once the notice reaches the central digital platform (Procurement (Wales) Regulations 2024, regulation 5 and its explanatory note). So Welsh notices should show on both.

- **Northern Ireland.** Northern Ireland's transferred authorities are covered by the Act (devolved authorities guidance). eTendersNI advertises work for Northern Ireland government departments, agencies and arm's-length bodies, and you must register there as a supplier organisation to respond.

## Following the link: a ProContract example

Say a notice links to ProContract. Opportunities there carry a reference that starts with DN, and you can browse the list without logging in. Based on ProContract's registration page and its supplier help, bidding looks like this:

1. Register your organisation. It is free, and Proactis says the ProContract team reviews each registration. Set your interest areas and locations to get overnight email alerts.
2. Open the opportunity and register interest. You then get the documents, and an email when the buyer publishes the tender.
3. Ask clarification questions through the portal's messages. The buyer can reply to you alone or to every supplier, and other suppliers are not told who asked.
4. Complete the response: questionnaires, any pricing breakdown and attachments. Some parts can be mandatory, and a submission checklist shows what is missing.
5. Submit before the deadline. ProContract's help says you can create a new version until then, and the buyer sees only the version number.

The help pages date from 2015, so screen labels may have changed. Proactis says registration makes your profile available to over 30,000 buyers from over 400 organisations. That is its own figure. Other portals follow the same broad pattern with different screens, and each needs its own account, so register on the ones your target buyers use well before a deadline.

## Spot work before the tender notice

- **Pipeline notices (UK1).** Authorities spending more than £100 million a year publish a pipeline of contracts worth more than £2 million for the next 18 months (UK1 short guide).
- **Planned procurement notices.** Optional for the buyer, but worth watching. One published at least 40 days and no more than 12 months before the tender notice can cut the minimum tendering period to 10 days (time periods guidance).
- **Contract details notices.** These show who won, the value and the dates, so you can note when an incumbent's contract ends.
- **Contracts registers.** ProContract's public Contracts register lists awarded contracts with the supplier, buyer, start date and end date. Useful for spotting renewals.

### Your setup checklist

- [ ] Sign in to Find a Tender with a GOV.UK One Login, register your organisation and keep its core supplier information current.
- [ ] Save searches on Find a Tender for your services and regions, with email alerts on.
- [ ] Add Public Contracts Scotland, Sell2Wales or eTendersNI if you sell there.
- [ ] Register free on ProContract and on any other portal your target buyers use.
- [ ] Note the end dates of contracts you could bid for next time.
- [ ] Keep Contracts Finder for research, not as your only alert.



CHAPTER 4 · ALL SECTORS

# Find a Tender registration and share codes: what SMEs need

Where your Find a Tender unique identifier and share code come from, which contracts need each, and how to keep your supplier information current.

By OneTender team · 1 October 2026 · Read online

IN SHORT

- A unique identifier comes from a free organisation registration on Find a Tender that government guidance says takes five minutes. A share code comes from completing and declaring your full supplier information.
- Since 1 April 2026, if you win a notifiable below-threshold contract, the buyer must get your unique identifier before publishing the contract details notice. Notifiable means £12,000 or more for central government, £30,000 or more for other authorities, including VAT.
- To bid for a contract above the thresholds, you share your supplier information through the platform, by entering a share code in the buyer's e-tendering system or sending a downloaded file.
- When your information changes, update the record and create a new share code to share the new information.

If a buyer has asked for your 'unique identifier' or your 'share code', both come from the same free service: Find a Tender, the government's central digital platform. The unique identifier comes from a basic organisation registration that government guidance calls 'a short five minute registration process'. The share code comes later: you complete your full supplier information once, declare it accurate, and the

platform gives you a code to enter in the buyer's tendering system. For a below-threshold contract, the platform rules only ask for the identifier, and only once you win a notifiable one. To bid for a contract above the thresholds, you also need to share your full supplier information, usually with a share code.

| | Unique identifier | Share code |
|---|---|---|
| **What it is** | Your organisation's ID on the platform, published on notices | A code that gives a buyer your declared supplier information |
| **What you complete** | Name, addresses, email, registry number, SME or VCSE status | Six sections of supplier information, plus a declaration |
| **When you need it** | Winning a notifiable below-threshold contract, or bidding above threshold | Bidding for public contracts above the thresholds |
| **How often** | Once. It stays the same | Each time your information changes |

## Find a Tender is now the central digital platform

Since the Procurement Act 2023 came into force on 24 February 2025, Find a Tender has published both above and below-threshold notices for new UK procurements, except below-threshold notices in Scotland. The government's Central Digital Platform factsheet says 'Find a Tender is free to use for everyone' and that suppliers 'only need to register at the point that they want to bid for a contract'. If you registered on the old Find a Tender service, you need to register again. Use the same email address and your saved searches come across.

> **Bidding in Scotland**
> Devolved Scottish authorities generally sit outside the Act. They follow Scottish procurement rules and advertise on Public Contracts Scotland, and their below-threshold notices don't appear on Find a Tender. The steps below apply to buyers working under the Procurement Act 2023.

## Step 1: register and find your unique identifier

1. **Pick your administrator.** The registration guide says one person should set up the organisation. They become the Administrator, who adds and approves other users.
2. **Create a GOV.UK One Login** with that person's own work email. You confirm a six-digit code, choose a password, then pick text message or an authenticator app for future security codes.
3. **Finish the platform registration.** Accept the Central Digital Platform privacy policy and enter your name.
4. **Register the organisation.** Select **Register an organisation**, then **Supplier**. Have your Companies House number, or an equivalent such as a Charity Commission number, and your registered address to hand. A Companies House number fills in your name and address. Select your SME status if it applies.
5. **Use a shared email** for the organisation, so the account doesn't depend on one inbox.
6. **Save and view.** Check your answers and save. Select **View** on the organisation: your unique identifier is shown there, as the identifier guide illustrates.

If you have no Companies House or other registry number, the platform generates one for you. The government's guidance on new legislative requirements calls this a Public Procurement Organisation Number (PPON). You register once, and the same identifier is used 'in respect of all future procurements', above or below threshold.

## Why small contracts now need it

Since 1 April 2026, regulation 36A of the Procurement Regulations 2024 says that before a buyer publishes the contract details notice for a notifiable below-threshold contract, it must get your confirmation that you have registered and submitted your basic details, plus your unique identifier. Under section 87 of the Act, notifiable means an estimated value of at least £12,000 for central government buyers, or £30,000 for other authorities such as councils, both including VAT.

So if you win a £40,000 council contract, expect a request for your identifier before the buyer publishes the contract details notice. Registering before you bid saves a scramble after award. Government guidance says the April 2026 rule doesn't apply to procurement regulated by the Welsh Ministers, because the Procurement (Wales) Regulations 2024 already require identifiers.

## Step 2: complete your supplier information once

For a public contract above the thresholds, regulation 6 requires the buyer to get your confirmation that you have registered, submitted up-to-date core supplier information and shared it through the platform. In an open or competitive flexible procedure, that has to happen before the tendering period ends. The detailed walkthrough lists six sections:

| Section | What to have ready |
|---|---|
| **Basic information** | Postal address, VAT number, website, organisation type, legal form, the law you're registered under and your registration date |
| **Connected persons** | Directors, persons with significant control, parent or subsidiary companies and anyone else with significant influence or control |
| **Qualifications** | Each relevant qualification, who awarded it and when |
| **Trade assurances** | The awarding body, a reference number if you have one, and the award date |
| **Exclusions** | Any mandatory or discretionary exclusion ground affecting you or a connected person, what happened and how it is managed |
| **Financial information** | Accounts for your most recent financial years, whether they were audited, and each year-end date |

The Act's definition of connected persons in Schedule 6, paragraph 45 includes directors, so a new director is a change to record. Find a Tender doesn't check what you enter. The factsheet puts accuracy on the supplier and due diligence on the buyer, so have someone who knows the company's structure and accounts review it before you declare.

## Step 3: declare and create a share code

Select **Share my information**, then **Create a share code**. You agree to the declaration, enter your name, job title, work email and the organisation's postal address, then select **Confirm and get share code**. The next screen shows the code, and you can download your supplier information as a file.

The tender notice or tender documents tell you how to use it. That might mean pasting the share code into the buyer's e-tendering system (the guidance calls these eSenders), or emailing or uploading the downloaded file. The factsheet says your information is only shared with the buyers you choose.

Check user roles before a deadline. An Administrator can do everything. An Editor can complete declarations and generate a share code. A Viewer can see the information and copy an existing share code into a tender form. Give your bid manager Editor access so a share code never waits for the one person who set up the account.

The guidance also says that if your supplier information changes, you update it and create a new share code to share the new information. The sharing page lists previous codes with the date each was created, so note in your bid records which code went to which buyer.

## What buyers can't demand

Section 22 of the Act limits the conditions of participation a buyer can set for a public contract. It can't require audited annual accounts unless you are, or were, required to have them audited under the Companies Act 2006 or an overseas equivalent. It can't require insurance for the contract to be in place before award. It also can't insist on particular qualifications without accepting equivalents, or require you to have held a contract with a particular authority.

For most below-threshold contracts, section 85 goes further: buyers can't restrict who may tender by assessing your suitability, including your financial capacity or technical ability. Since 1 January 2026, the exception is works contracts worth at least £135,018 for central government buyers or £207,720 for others.

## Keep it current: a refresh checklist

- [ ] A director, controlling shareholder or parent company changes: update Connected persons.
- [ ] New annual accounts are filed: upload them under Financial information with the year-end date.
- [ ] You gain, renew or lose a certification: update Qualifications or Trade assurances.
- [ ] Something happens that could be an exclusion ground, for you or a connected person: record it under Exclusions, with the steps you have taken.
- [ ] Your address, legal form or SME status changes: update Basic information.
- [ ] After any change, create a new share code and stop pasting the old one into new bids.
- [ ] If your information changes after you have shared it but before award, and you give the buyer the update, regulation 6 says it must go through the platform: update your record there and share the new version with that buyer.

> **If Find a Tender is down near a deadline**
>
> The factsheet says the Act and the Procurement Regulations 2024 allow contingency arrangements when a supplier can't access the platform. Contact the buyer straight away.



CHAPTER 5 · ALL SECTORS

# Bid or no-bid: 10 checks before you start a public sector tender

A fast, defensible bid or no-bid check for UK public sector tenders: the gates, time, scoring, price, the incumbent, TUPE, evidence and capacity.

By OneTender team · 2 October 2026 · Read online

IN SHORT

- Check the gates first: if you can't meet a condition of participation, or an exclusion ground applies with no self-cleaning evidence, stop.
- Then check the working days left, how the marks are split, whether the price works and who holds the contract now.
- The Act sets no fixed turnover cap, and contract insurance can only be required from contract start.
- Score the 10 checks 0, 1 or 2: a failed gate is a no-bid, and a low total probably is too.

Before you spend days on a tender, check that you can pass its gates: the conditions of participation and the exclusion grounds. Then check the deadline, how it is scored, the price and the competition. If a gate fails, walk away. A clear no-bid saves days you can spend on a tender you can win. Here are 10 checks you can run in about five minutes, a way to score them, and how to say no without closing the door.

## Why a fast no-bid pays

A bid costs staff time long before it earns anything: reading, asking questions, writing, pricing, checking, signing off and uploading. Put a number on it: list who works on a typical bid and for how many days, and multiply by their day rate. That is what each bid you can't win throws away.

## The 10 checks

Run them in order, gates first. Most answers are in the tender notice: for an open procedure it must give the estimated value, the award criteria or a summary, the conditions of participation, any lots, the deadline and whether the buyer thinks the contract particularly suits small and medium-sized enterprises (regulation 18).

### 1. Fit: your service, your area, a size you can deliver

Read what the contract covers, where, for how long and for how much. Then look at the lots: a buyer must consider splitting the work into lots, and give its reasons if lots would work but it doesn't use them (section 18). One lot for your area or service can fit when the whole contract doesn't.

### 2. Gates: the conditions of participation

Conditions of participation test you, not your tender: your legal and financial capacity, or your technical ability, to perform the contract. They must be proportionate to its nature, complexity and cost (section 22), and failing one means you can't be awarded the contract (guidance on conditions of participation, paragraph 12). Check each against what you hold:

- **Certifications and experience.** A condition must allow equivalents to any qualification it names, and can ask for public sector experience but not experience with one particular authority (section 22(4); guidance paragraph 13).
- **Insurance.** Contract insurance can be required from the start of the contract, not before award (section 22(3)(b)), evidenced by a certificate or an insurer's letter (guidance paragraph 19). Cover the law already requires, such as employers' liability, can be a condition now (paragraph 20).
- **Financial standing.** Audited accounts can't be demanded from a supplier that isn't required to have them audited, but evidence a third party can verify, such as a credit rating, can be (section 22(3)(a) and (6); guidance paragraph 24).
- **Partners.** A consortium partner, a sub-contractor or a guarantor can help you meet a condition (section 22(8) and (9)).

> **No fixed turnover cap under the Act**
>
> The old rules capped minimum turnover requirements at twice the estimated contract value, except in justified cases (Public Contracts Regulations 2015, regulation 58). The Act sets no figure: a turnover test only has to be proportionate (section 22(5)). Central government's guidance on economic and financial standing rates turnover above twice the annual contract value as lower risk, and says buyers should normally not exclude on that ratio alone. Twice the annual value is a fair yardstick for your own check.

### 3. Exclusions: you, your connected persons and your sub-contractors

Mandatory exclusion grounds are in Schedule 6, such as convictions for fraud, bribery, tax or modern slavery offences. Discretionary grounds are in Schedule 7, such as labour market or environmental misconduct, insolvency, serious breach of contract or poor performance, and acting improperly in a procurement. A buyer must exclude an excluded supplier and may exclude an excludable one (guidance on exclusions, paragraph 12).

- **Who counts.** Connected persons, such as directors and parent companies, and the sub-contractors or partners you rely on to meet the conditions (paragraphs 33 to 42).
- **How far back.** Events more than 5 years old no longer put you at risk (paragraphs 27 and 28).
- **Sub-contractors.** The buyer must check intended sub-contractors against the debarment list, and give you a reasonable opportunity to replace one that is excluded or excludable (section 28).
- **Self-cleaning.** If a ground might apply, have evidence it won't recur, such as compensation paid or new procedures and training (paragraph 53).

### 4. Time: count the working days

Count the working days to the submission and clarification deadlines, leaving out weekends, bank holidays and days your team is busy elsewhere. Is that enough?

Section 54 sets minimum tendering periods in days, not working days, so weekends and bank holidays count. The guidance on time periods explains each (paragraph 20):

| When | Minimum tendering period |
|---|---|
| **Tenders submitted electronically, with all tender documents published with the notice** | 25 days |
| **Electronic with documents published later, or not electronic with all documents published** | 30 days |
| **Not electronic, and not all documents published with the notice** | 35 days |
| **After a qualifying planned procurement notice (published 40 days to 12 months before), in urgency, or under a dynamic market** | 10 days |
| **A buyer outside central government, or a utility, inviting only pre-selected suppliers** | 10 days, or none if the period is agreed with them |
| **A light touch contract** | No minimum |

The notice says whether the buyer relied on a shorter period, such as urgency (regulation 18). Buyers must, where relevant, have regard to the need for site visits and sub-contracting when setting time limits (section 54(1)), so ask early if you need more time.

### 5. Scoring: where are the marks?

Find the award criteria and their weightings or ranking (section 23). If price carries most of the marks and you are rarely cheapest, or quality is scored on things you can't evidence, mark this down. In central government, PPN 002 requires, where relevant, at least 10% of the total score for social value in above-threshold procurements under the Act commenced from 1 October 2025.

### 6. Price: can you win it at a profit?

Compare the estimated value with your cost to deliver, including mobilisation, any TUPE costs and overheads. If you could only win at a loss, it is a no-bid. Don't go so low that the buyer doubts you: it may disregard an abnormally low tender, though only after telling you and giving you a reasonable opportunity to show you can perform the contract for that price (section 19(3)(c) and (4)). On cash flow, the Act implies a term that buyers pay valid, undisputed invoices within 30 days (section 68), except in concession contracts and contracts awarded by private utilities or schools.

### 7. Incumbent and history: who holds it now?

Search Find a Tender for the buyer and service: its contracts search covers awarded contracts under the Act, active and expired, and its notice search finds older notices. Note the current supplier, value and end date, and what you would offer that it doesn't. Pipeline notices (section 93), planned procurement notices and preliminary market engagement can show a tender coming; if this one surprised you, you have less time to prepare.

### 8. TUPE: will staff transfer to you?

If you take over a service from another contractor, its staff may transfer to you with their terms, conditions and continuity of employment (GOV.UK). That is a service provision change under the TUPE Regulations 2006 (regulation 3). Cost the headcount, pay, pensions and holiday from the TUPE information in the tender documents, and ask the buyer for anything missing.

### 9. Evidence: can you prove what you will claim?

Quality answers are scored on what you can show: case studies from similar contracts, client references, CVs, policies and certificates. Check you can produce each now, and don't write around a gap. Providing incomplete, inaccurate or misleading information is listed as a way of acting improperly in a procurement (Schedule 7, paragraph 13), a discretionary exclusion ground where it gives you an unfair advantage.

### 10. Capacity: can you write it and deliver it?

Who will write, price and review this bid, and what will they drop? Can you recruit and train for the start date? Have you agreed terms with any partner you need?

## Score it in five minutes

Give each check 2 for yes, 0 for no and 1 for anything in between. It is a method, not a rule: adjust it, and write the scores down.

| Check | Score 2 if | Score 0 if |
|---|---|---|
| **1. Fit** | Your core service, area and size | Not your service or area |
| **2. Gates** | You meet every condition, or will in time | You can't meet a condition |
| **3. Exclusions** | No ground applies | A ground applies, with no self-cleaning evidence |
| **4. Time** | Enough working days to do it well | Too few to write, review and sign off |
| **5. Scoring** | Weighted to your strengths | Weighted to your weaknesses |
| **6. Price** | Profitable at a competitive price | A loss at any price that could win |
| **7. Incumbent** | You know why it is re-let and have an edge | A strong incumbent and no edge |
| **8. TUPE** | No transfer, or one fully costed | A transfer you can't cost |
| **9. Evidence** | Case studies, references and CVs ready | Key evidence missing |
| **10. Capacity** | Team, mobilisation and partners ready | Nobody free to do it |

- **Any 0 on check 2 or check 3 is a no-bid.** A failed gate can't be outscored.
- **Under 12 out of 20 is probably a no-bid.** Too much has to go right.

- **16 or more is a strong bid.** Commit the time.
- **12 to 15 is a judgement call.** Can you turn enough 1s into 2s before the deadline?

## When to say no, and how to keep the door open

- **Decline politely.** If you registered interest, tell the buyer you won't bid this time.
- **Watch for the next notice.** A buyer expecting to pay more than £100 million under its contracts in a financial year must publish a pipeline notice of the contracts over £2 million it plans to procure in the 18 months from the start of that year (section 93), by 26 May each year (guidance on pipeline notices, paragraph 12).
- **Join market engagement.** A buyer may engage suppliers before the tender notice to shape its requirements (section 16), and a published notice inviting suppliers should be standard practice (guidance on preliminary market engagement, paragraph 22).
- **Ask about lots.** Suggest splitting the next contract by area or service.
- **Diary the end date.** Note it, with any extension options, from the award or contract details notice.

## The five-minute no-bid check

Run this before anyone opens a blank response template.

- [ ] It is our service, in our area, at a size we can deliver
- [ ] We meet every condition of participation, or will by the date the buyer sets
- [ ] No exclusion ground applies to us or to anyone we rely on
- [ ] Enough working days remain to write, review and sign off the bid
- [ ] The weightings and the estimated value work for us at a profit
- [ ] We know who holds the contract now and why it is being re-let
- [ ] Any TUPE transfer is costed from the information the buyer has given
- [ ] Our evidence, bid time and mobilisation team are ready

PART 3

# Get bid-ready

6. Safeguarding for school suppliers: what KCSIE 2026 and DBS require
7. Pupil data protection for school suppliers: UK GDPR and EdTech
8. Which certifications do UK public sector tenders ask for?



CHAPTER 6 · EDUCATION

# Safeguarding for school suppliers: what KCSIE 2026 and DBS require

The checks schools and colleges must make before your staff work with pupils under KCSIE 2026: DBS levels, written confirmation and the single central record.

By OneTender team · 2 October 2026 · Read online

IN SHORT

- Staff who teach, tutor, mentor or supervise pupils on more than 3 days in 30, or overnight, need an enhanced DBS check with the children's barred list.
- Schools must get your written confirmation of the checks, including for staff who teach their pupils online, and record it on their single central record.
- Since 21 January 2026, self-employed tutors can get their own enhanced check through a DBS umbrella body. The Update Service costs £16 a year and is free for volunteers.
- In alternative provision, the commissioning school stays responsible: it gets written confirmation of the checks and reviews each placement at least half-termly.
- The Crime and Policing Act 2026 removed the supervision exemption, so volunteers who teach, train, instruct or supervise children in a school on more than 3 days in 30, or overnight, are now in regulated activity.

If your staff teach, tutor, mentor, care for or supervise pupils on more than 3 days in any 30, or overnight, they are in regulated activity and need an enhanced DBS check with the children's barred list. Before they start, the school must get written confirmation from you that you have made the checks it would otherwise make itself, including for staff who teach its pupils online on its behalf, and it records that confirmation on

its single central record. Keeping children safe in education 2026, the statutory guidance schools and colleges in England must have regard to, has applied since 1 September 2026. Here is what it and the DBS rules mean for a small supplier.

## Who is in regulated activity, and which check they need

KCSIE's definition, in paragraph 317 of the full guidance and the box after it, covers teaching, training, instructing, caring for or supervising children, giving them advice or guidance on their physical, emotional or educational wellbeing, and driving a vehicle only for children. It counts when done frequently: on more than 3 days in a 30-day period, or overnight. A tutor seeing pupils weekly meets that test. Personal care and healthcare count even if they happen only once, which matters for SEND providers.

The check follows from the activity (paragraphs 318 to 320). Anyone in regulated activity needs an enhanced DBS check that includes the children's barred list. Others with regular contact, such as contractors, need an enhanced check without it, and barred list information must not be requested for anyone else. Both enhanced checks cost £49.50, and a basic check £21.50 (DBS guidance for employers). If you need fewer than 100 checks a year, DBS says to apply through an umbrella body.

| Who you send | Check needed | What the school does |
|---|---|---|
| **A tutor, mentor or therapist working with pupils on more than 3 days in 30, or overnight** | Enhanced DBS with the children's barred list | Gets your written confirmation of the checks and records it, with the date, on its single central record |
| **A contractor with regular contact who isn't in regulated activity** | Enhanced DBS without the barred list | Makes sure each person has the level of check the work needs (paragraphs 369 and 370) |
| **A contractor without regular contact** | The school decides whether a basic check is appropriate | Never lets a contractor with no checks work unsupervised, and sets the level of supervision (paragraph 371) |
| **A self-employed tutor** | Since 21 January 2026, their own enhanced check through a DBS umbrella body, with the barred list for regulated activity | Obtains the check itself, or sees the tutor's certificate and checks its level (paragraph 372) |
| **A volunteer who teaches, trains, instructs or supervises pupils on more than 3 days in 30, or overnight** | Enhanced DBS with the children's barred list: it's now regulated activity, as the Crime and Policing Act 2026 removed the supervision exemption | Obtains the enhanced check with barred list information (paragraph 383) |
| **Alternative provision staff at your own setting** | The checks the school would make on its own staff | Gets written information from you that the checks were done, and that you'll tell it about staff changes (paragraph 211) |

## What the school needs from you in writing

For agency and third-party staff, the school must get written notification that you have carried out the checks it would otherwise perform, for anyone working at the school or providing education on its behalf, including online (paragraph 364). The notification must confirm that the enhanced DBS certificate has been obtained, by you or another employment business. If a certificate disclosed any information, the school

must get a copy from you (paragraph 365). Where the role needs a children's barred list check, you must get it, through an enhanced certificate with barred list information, before the person is appointed (paragraph 366), and the school should check that the person who arrives is the person you checked (paragraph 367).

Your notification goes on the school's single central record, which covers agency and third-party staff even if they work there for one day (paragraphs 347 to 349). For them the school records whether it has your written confirmation, the date it arrived, and whether you gave details of an enhanced DBS certificate. For its own staff the record lists each check and its date (paragraph 350), so a confirmation covering the same lines is the easiest to accept:

- **Identity**, checked against documents.
- **Enhanced DBS with the children's barred list**, with the certificate's details, such as its number and issue date.
- **A prohibition from teaching check**, for anyone doing teaching work.
- **Further checks** on anyone who has lived or worked outside the UK.
- **Professional qualifications**, where the role needs them, and **right to work** in the UK.

Send certificate copies only where they're required, and securely. KCSIE asks for a copy where a certificate disclosed information; schools don't need copies to keep the record, and any copy they keep needs a valid reason and shouldn't be held for more than six months (paragraphs 356 and 357). Independent schools, academies included, must also meet the Independent School Standards, which ask for a copy of any enhanced certificate an employment business obtained before the person starts, so expect them to ask for it.

If you work in the school as a contractor, the school should write its safeguarding requirements into your contract, make sure each person has the right level of check, never let anyone unchecked work unsupervised, and check identity on arrival (paragraphs 368 to 373).

If you supply staff as an agency or employment business, the Conduct of Employment Agencies and Employment Businesses Regulations 2003 apply as well, and DfE's tutoring guidance says external tutoring organisations must give schools information about each tutor they deploy in line with them. You must confirm each person's identity and the experience, training and qualifications the school considers necessary (regulation 19). For work with children, you must also get copies of relevant qualifications and two references from people who aren't relatives, and offer the school copies (regulation 22).

## Self-employed tutors and the DBS Update Service

Since 21 January 2026, self-employed people can apply for their own enhanced check, with or without the barred list, through a DBS umbrella body (DBS guidance). DBS's own example is a private maths tutor working two evenings a week, who can get an enhanced check with the barred list. The umbrella body adds its own admin fee to the £49.50, and an organisation that contracts a self-employed person can still apply on their behalf. If you're a company placing self-employed tutors, the written notification in paragraph 364 still comes from you, as the third party.

The Update Service makes a certificate portable. A worker joins when they apply, or within 30 calendar days of the certificate's issue, for £16 a year, free for volunteers (DBS Update Service). If the yearly subscription lapses, they need a new check. With the worker's consent a school can check the status online

for free, but first it must confirm the certificate matches the person, examine the original and check its level suits the role (paragraphs 328 to 331). It must also cover the children's workforce: a certificate for the adult workforce won't do.

> **What changed in KCSIE 2026**
>
> From KCSIE's summary of changes, Annex C. The Crime and Policing Act 2026 removed the supervision exemption, so anyone volunteering in a school or college to teach, train, instruct or supervise children on more than 3 days in a 30-day period, or overnight, is now in regulated activity. The guidance clarifies which DBS check a self-employed person can now get, makes clearer that schools share safeguarding responsibilities with agencies and other third parties, updates its alternative provision content, and adds the Data (Use and Access) Act 2025 to the data protection laws it refers to.

## Alternative provision, lettings and online sessions

A school that places a pupil with an alternative provision provider stays responsible for that pupil's safeguarding (paragraphs 210 to 213). It should get written information from you that everyone at your setting has had the checks it would make on its own staff, and written confirmation that you'll tell it about any arrangements that may put the child at risk, such as staff changes. It should always know where the child is in school hours, so give it every site's address, including subcontracted or satellite provision. It should review each placement at least half-termly, and at once if a safeguarding concern arises. Even where a council keeps a register of approved settings, the school must still make its own checks (paragraph 212).

Inspectors look for this. Ofsted's inspection toolkit for state-funded schools, version 2.0 for inspections from 7 September 2026, asks whether leaders know the checks needed for all adults in the school, including visitors, volunteers and contractors, and obtain written confirmation of the checks on all staff at any alternative provision the school uses. It also asks whether they monitor attendance at alternative provision daily, so be ready to send attendance too.

If you run clubs or sessions on school premises under a hire or lease agreement, the school's own child protection arrangements don't automatically cover you. It should seek assurance that you have suitable safeguarding policies and procedures, agree how you'll liaise with it, and write safeguarding requirements into the agreement as a condition of use, with termination for a breach (paragraphs 208 and 209). KCSIE points to DfE's out-of-school settings guidance for what you should have in place.

That guidance, updated in February 2026, also covers private tuition. It expects a safeguarding policy reviewed every year and after any incident, a staff behaviour policy, a trained designated safeguarding lead (DSL), a named contact for parents, reporting any allegation of harm to the local authority designated officer (LADO) and the police, pre-employment checks, complaints and whistleblowing procedures, and a training record. DfE's free e-learning on it has 6 modules, takes about an hour and ends with a short test and a digital certificate.

Online sessions are covered too: the written notification in paragraph 364 includes staff who teach the school's pupils online. DfE's tutoring guidance adds that when tutoring runs outside school hours, the school must make sure a designated safeguarding lead is available for the whole session. Agree with each school who your tutors call if a concern comes up in an evening session.

## When an allegation is made

If an allegation is made against someone you supply, the school shares safeguarding responsibilities with you (paragraphs 455 to 458). It gathers the facts and manages the process, working closely with you, and you usually lead any disciplinary action. In no circumstances should it stop using a supply teacher over safeguarding concerns without finding out the facts and liaising with the LADO. You should co-operate fully with the LADO, the police and children's social care.

Legal duties sit with you too. A regulated activity provider, or a personnel supplier such as an agency or employment business, must refer someone to the DBS when it has withdrawn their permission to work in regulated activity, or moved them to other work, and thinks they harmed a child or put one at risk, may harm a child in future, or have been cautioned or convicted of a relevant offence (DBS referral guidance). The duty applies even if they resign or are redeployed, and failing to refer is a criminal offence (out-of-school settings guidance). And an employment business with reasonable grounds to believe a worker is unsuitable must tell the school without delay, meaning the same day or, if that isn't reasonably practicable, the next business day, and end the supply (regulation 20).

So your allegations procedure should say who the school calls, how you'll share information with the school and the LADO, how you'll agree on suspension or redeployment, who makes any DBS referral and how each step is recorded. Name the LADO route for each area you work in.

## The safeguarding pack buyers ask for

Tenders score safeguarding, not just check it. Staffordshire's alternative provision framework, tendered to replace its DPS from 1 September 2026, gave safeguarding 15% of the marks inside a 60% quality score (tender notice). Crescent Purchasing's Education Professional Services framework, awarded in December 2025, required enhanced DBS checks on all staff in its SEND advisory and its therapy and psychology lots, and DBS checks in three other lots (award notice).

Small mistakes can delay a start:

- **A DBS number with no letter.** The school needs your written confirmation of the checks, barred list included, not just a certificate number.
- **Barred list checks for everyone.** That information mustn't be requested for anyone outside regulated activity (paragraph 320).
- **A lapsed Update Service subscription.** The worker then needs a new check before a school can rely on it.
- **A different tutor turns up.** The school checks that the person who arrives is the one you confirmed, so send a new confirmation before any swap.
- **A stale policy**, not reviewed this year, or naming a designated safeguarding lead who has left.

### Your safeguarding pack

- [ ] Safeguarding and child protection policy, reviewed this year, naming your DSL
- [ ] Enhanced DBS with children's barred list check for everyone in regulated activity
- [ ] A record of every check for each worker, ready for the school's single central record
- [ ] Written confirmation of each worker's checks, sent to the school before the first session
- [ ] Update Service status checked, with consent, before each placement starts
- [ ] An allegations procedure that names the LADO route and how you work with the school
- [ ] Safeguarding training dates for every worker, including online safety
- [ ] Photo ID for every worker, to show at reception on arrival



CHAPTER 7 · EDUCATION

# Pupil data protection for school suppliers: UK GDPR and EdTech

What a school's data protection officer asks before your service touches pupil data: controller or processor, contract terms, security, AI and the ICO fee.

By OneTender team · 2 October 2026 · Read online

IN SHORT

- Schools are usually the controller of pupil data. A supplier that only follows the school's instructions is its processor, under a written agreement that meets Article 28 of UK GDPR.
- Expect questions on data minimisation, data flows, sub-processors, storage, security, breaches and deletion before the contract is signed.
- Health and SEND information is special category data and needs extra protection.
- If your product uses AI, say how outputs are moderated and whether pupil data trains the model.
- Pay the ICO fee unless you're exempt: £52 or £78 a year for most small suppliers.

Every maintained school and academy must have a data protection officer. Before your service touches pupil data, the DPO will want to know whether you are the school's processor or a controller in your own right; what data you need and why, and where it's stored; who else processes it; how you'd report a breach; and how you'll return or delete the data at the end. Have a data processing agreement ready that covers Article 28 of UK GDPR, pay the ICO fee unless you're exempt and, if you use AI, be clear whether pupil data trains it. That goes for tutoring, SEND, alternative provision and mentoring providers holding names, attainment, SEND information or safeguarding notes, as much as for the maker of a learning app.

## Controller or processor: who answers for pupil data

For most of the personal data it holds, the school or its multi-academy trust is the controller: it decides whose data to collect, what it needs and why, who it's shared with and how long it's kept (DfE). DfE's guidance on procuring EdTech, published on 9 July 2026, tells schools to work out, feature by feature, whether a supplier acts as a processor or a joint controller, and to involve their DPO from the start.

The test is whose purposes the data serves. If you use pupil data only to deliver what the school asked for, you act on its instructions as a processor. If you also use it for your own purposes, you're a controller for that use and need your own lawful basis. DfE's examples: if parents can sign up for extra features beyond the school's requirements, the supplier is likely to be the controller, and a supplier that uses what pupils type to develop its AI is an independent controller for that. UK GDPR says the same from the other side: a processor that decides the purposes and means of processing is treated as a controller for it (Article 28(10)).

Many suppliers get this wrong. In Edtech examined, its report on consensual audits of 28 EdTech providers in 2024 and 2025, the ICO found many didn't correctly identify whether they were processors or controllers, especially when they used children's information for product development or analytics. It made 596 recommendations, and it expects to be required to produce a new code on children's personal information in digital systems in education. Where you control children's data in an online service, the ICO's children's code already applies: its 15 standards include high privacy settings by default and collecting only the data you need.

## What the school's DPO will ask

DfE's EdTech guidance lists the points schools should raise with a potential supplier. Have an answer ready for each:

| What the DPO asks | What to have ready |
|---|---|
| **Do we need a DPIA?** | Information for the school's data protection impact assessment, and your own policies and procedures for it to review. High-risk processing, such as profiling pupils, usually needs one. |
| **Why do you need each item of data?** | A list of each data category and its purpose. Health or SEND information is special category data and needs extra protection. |
| **What's the lawful basis?** | Often public task, where your service helps the school carry out its official duties, but not for extra features beyond them. If it's consent, a clear opt-out. |
| **Where does the data go?** | A walk-through of your data flows and every sub-processor. |
| **Where is it stored?** | UK storage, or the safeguards for any transfer outside the UK. |
| **How is it protected?** | Encryption, secure authentication such as multi-factor authentication, audit logs, intrusion detection, and any independent audits, certifications or penetration tests. |
| **How long do you keep it, and what happens at the end?** | Retention periods, return and deletion with confirmation, how backups are handled, and data portability. |
| **Can you help us with rights requests?** | How you'd find, export, correct or delete one pupil's data when the school asks. |
| **How fast will you tell us about a breach?** | A documented procedure with timings and named contacts, written into the agreement. |

Some of these are the school's decisions, such as the lawful basis and whether a DPIA is needed, but it can't make them without your answers. DfE's tutoring guidance asks schools to settle the same point with tutoring providers: before tutoring starts, how pupils' personal data will be shared with them safely.

## The data processing agreement

When a processor handles personal data for a controller, Article 28 of UK GDPR requires a binding contract in writing, which can be electronic (Article 28(9)). It sets out the subject matter and duration of the processing, its nature and purpose, the types of data and the categories of people, here pupils and often parents and staff. It must also say that you, as processor:

- process the data only on the school's documented instructions, including on any transfer abroad;
- make sure everyone handling it is bound by confidentiality, and take the security measures Article 32 requires;
- use a sub-processor only with the school's prior written authorisation, and pass the same obligations down the chain;
- help the school answer requests from people exercising their rights, and meet its duties on security, breaches and impact assessments;
- delete or return all the data at the end, as the school chooses, and delete existing copies unless the law requires you to keep them;
- give the school the information it needs to show compliance, and allow audits and inspections.

Under a general authorisation, you must tell the school about any intended change to your sub-processors so it can object (Article 28(2)), and you stay fully liable for a sub-processor's failings (Article 28(4)). DfE adds what the agreement should cover: security measures, sub-processors, deletion and return of data, breach notification and staff access control. It tells schools to check every clause before signing and challenge any they're unhappy with.

The ICO found that around 70% of the providers it audited had contracts that lacked detail or didn't include the Article 28 terms. Providers often used one template for every school, and contracts rolled over without review as products changed. Keep a schedule for each school listing the data, purposes, retention periods and sub-processors, and update it when your service changes.

Breach timing is tight. As a processor you must tell the school without undue delay after becoming aware of a breach (Article 33(2)), and the school, as controller, must report a notifiable breach to the ICO within 72 hours where feasible (Article 33(1)). It can't meet that without your notice, so name who sends it and who receives it on both sides.

## Security: what schools expect from suppliers

DfE tells schools to ask how you protect pupil data: encryption, secure authentication, audit logging and intrusion detection, and whether you undergo independent audits, hold security certifications or publish penetration test reports. Its worked example is a homework platform that encrypts data when stored and when sent, protects staff access with multi-factor authentication, logs who accesses or changes information, can detect unusual activity and is tested independently, with the school's IT lead checking its certification against the school's policies.

DfE's cyber security standard for schools and colleges points the same way. Cyber Essentials is a requirement for colleges under their funding agreement, and schools with outsourced IT may want to ask whether their provider holds Cyber Essentials or Cyber Essentials Plus. School IT support should work with digital technology suppliers to make sure they meet the standard on user accounts, which requires multi-factor authentication on staff accounts with access to cloud services, and should assess cloud suppliers when new contracts are bought. Our guides to Cyber Essentials and to the certifications tenders ask for cover the scheme, its cost and how to pass.

For a small service provider, security is mostly habits: pupil data kept in your managed systems, never personal email or phones; multi-factor authentication on every account that can reach it; access only for staff who need it, removed when they leave; and paper notes locked away, then destroyed on the date your retention schedule sets.

## AI features: the questions to answer before you're asked

If your service uses AI, DfE tells schools to assess how: whether it generates content or responds to pupil information, personalises learning using pupil data, lets pupils interact with chatbots or other people, or makes automated decisions or profiles pupils. Suppliers must be able to explain how AI outputs are moderated, whether the data is used to train the model, how inaccuracies and bias are reduced, and what controls and restrictions the school has. AI tools must allow monitoring and supervision by authorised staff, and the school should consult its DPO and designated safeguarding lead before deciding.

DfE's generative AI product safety standards, last updated on 19 January 2026, are mainly for EdTech developers and suppliers. Where a standard has to be met further up the supply chain, for example by the model you build on, assuring it is still the job of the supplier working with schools. The standards say you shouldn't exaggerate your tool's impact or capabilities, and should back claims with robust, transparent evidence. You should carry out a DPIA during development and for the tool's whole life, meet the children's code if you process personal data, and not use personal data for commercial purposes, including model training and fine-tuning, without an appropriate lawful basis. Work created by learners or teachers shouldn't be used for training without the copyright owner's consent, or a parent's for a child.

The same goes for your staff's own use of AI. If a tutor pastes pupil information into an AI tool to draft a report, that tool's provider is processing the school's data, so it belongs on your sub-processor list, with the school's authorisation (Article 28(2)), before anyone does it.

> **Off by default**
>
> DfE asks for data protection by design and by default: a tool built to need only the minimum data for its purpose, with non-core features switched off by default. Updates that would process more personal data shouldn't switch on automatically. DfE's own example is a school that decided not to proceed with an AI writing tool because the supplier's use of pupils' writing to develop its AI couldn't be turned off, and the data was stored outside the UK.

## The ICO fee and what changed in 2026

If you process personal data as a controller, you generally have to pay the ICO a data protection fee, unless all of your processing is for exempt purposes such as staff administration, your own advertising and marketing, or accounts and records. The fee is £52 a year for tier 1 (turnover up to £632,000, or no more

than 10 staff), £78 for tier 2 (up to £36 million, or no more than 250 staff) and £3,763 above that, with £5 off by direct debit. The ICO publishes fee payers on a public register with their registration reference, and failing to pay when you should can mean a fine of up to £4,350.

Other things are new this year. DfE's EdTech guidance arrived in July 2026. The Data (Use and Access) Act 2025 is in force, and DfE's summary for schools highlights a new lawful basis, recognised legitimate interests, more circumstances in which automated decision-making can be used, and a requirement for schools to have clear, accessible processes for data protection complaints, handled promptly. Be ready to help a school answer a complaint about data you hold for it. Under the same Act, the Information Commission replaced the Information Commissioner on 30 September 2026 and took over its functions (commencement regulations); it still goes by the ICO on ico.org.uk. And KCSIE 2026, in force since 1 September 2026, now counts the Act among the data protection laws it refers to, alongside the Data Protection Act 2018 and UK GDPR.

## Your pupil data pack

Put the pack together once, keep it current and send it with your tender or before the first data transfer. The common gaps the ICO found are worth checking first:

- **Mislabelling your role**, such as calling yourself a processor while using pupil data for product development or analytics.
- **Vague contracts** that don't show what you do with the data, or miss the Article 28 terms.
- **Incomplete data flow maps**, so neither side knows where the data goes.
- **Keeping too much, for too long**: data minimisation and storage limitation were weak spots.
- **Out-of-date privacy information**, or information that's hard to find.
- **Gaps in data protection impact assessments.**
- **Unchecked sub-processors**, engaged without the school's written authorisation or any check that they keep to the agreed safeguards.

### What to have ready

- [ ] ICO data protection fee paid and the registration number ready to quote
- [ ] A data processing agreement template covering security, sub-processors and deletion
- [ ] A data flow map showing what pupil data you hold, where and for how long
- [ ] A breach procedure that tells the school without undue delay, with named contacts
- [ ] Cyber Essentials, or Plus, covering the systems that hold pupil data
- [ ] UK data storage, or the safeguards for any transfer outside the UK, written down
- [ ] Clear answers on AI features: training on pupil data, moderation and school controls
- [ ] A tested way to return and delete a school's data when the contract ends



CHAPTER 8 · ALL SECTORS

# Which certifications do UK public sector tenders ask for?

ISO 9001, Cyber Essentials, SSIP schemes and insurance: which ones UK tenders treat as pass or fail gates, which only earn marks, and what to get first.

By OneTender team · 2 October 2026 · Read online

IN SHORT

- Most certificates are evidence, not law. Under the Procurement Act a buyer can make one a pass or fail condition only if it's proportionate, and must allow for equivalents.
- A few things are legal requirements: employer's liability insurance of at least £5 million, CQC registration for regulated care in England and a PSV operator licence to carry 9 or more passengers for hire or reward.
- ISO 9001 and ISO 14001 have 2026 editions. An in-date 2015 certificate still stands while your certification body moves you across.
- One SSIP health and safety assessment can get you recognised by other member schemes through Deem to Satisfy.
- Above the threshold, buyers can't make you hold the contract's insurance before award, only ask for evidence it will be in place when the contract starts.

Most UK public sector tenders want evidence that you can deliver safely and well, not a wall of badges. A few items are pass or fail gates, usually because the law requires them: employer's liability insurance, CQC registration for regulated care, a PSV operator licence. ISO 9001, Cyber Essentials or an SSIP scheme are

gates only where a tender sets them as a proportionate condition. Otherwise they earn marks only where a scored question asks for the evidence behind them. And under the Procurement Act 2023, buyers must allow for equivalents.

## Gate or marks: how buyers use certifications

Under the Act, a condition of participation is something you must satisfy to win the contract (section 22(2)), and if you don't, the buyer may exclude you (section 22(7)). A buyer may set one only as a proportionate way to make sure suppliers have the legal and financial capacity or technical ability to perform the contract (section 22(1)), judged against its nature, complexity and cost (section 22(5)).

- **Equivalents count.** A condition can cover qualifications, experience or technical ability, but can't require particular qualifications without allowing for their equivalents (section 22(4)(c)), and must keep to the technical specification rules in section 56.
- **Evidence someone else can check.** A condition may ask for evidence a third party can verify (section 22(6)). The Cabinet Office's technical specifications guidance recommends accredited certification bodies, and names UKAS as the UK's sole national accreditation body (paragraph 25).
- **A partner can carry a condition.** If you bid as a consortium, or will have legally binding arrangements for another supplier to perform or guarantee part of the contract, their certificate can count towards a condition (section 22(8) and (9)).
- **Shortlists and timing.** In a competitive flexible procedure, conditions can be used to shortlist (conditions of participation guidance, paragraph 23). A buyer may also let a supplier still obtaining a standard progress, if it meets the condition before award (paragraph 15), so ask.
- **Two things buyers can't demand.** Audited accounts, unless the law requires yours to be audited, and insurance for the contract in place before award (section 22(3)).

Award criteria are different: they assess your tender, while conditions of participation assess you (guidance, paragraph 3). A certificate earns no marks on its own; it helps when a question asks how you manage quality, safety or data and it backs up your answer.

> **Below the threshold, the rules change**
>
> When a buyer invites tenders for a regulated below-threshold contract, section 85 stops it restricting who may tender by assessing suitability, so a certificate can't be a gate to tendering there. The exceptions are works contracts from £207,720, or £135,018 for central government, and call-offs under a framework. Expect suitability questions inside the tender instead. Our guide to small works below £207,720 covers this.

## The certifications UK buyers ask for most

Two rows are legal requirements: CQC registration and the PSV operator licence. The NHS toolkit is mandatory if you'll access NHS patient data and systems. The rest are voluntary schemes a tender can choose to ask for.

| Certification | What it shows | Who usually asks | Gate or marks | Renewal |
|---|---|---|---|---|
| **ISO 9001** | A certified quality management system | Any sector | Voluntary. Marks for quality answers, or a gate if a condition requires it | Your certification body's audit cycle |
| **ISO 14001** | A certified environmental management system | Any sector | Voluntary. Marks for environmental answers, or a gate if a condition requires it | Usually yearly surveillance audits and recertification every 3 years |
| **ISO 45001** | A certified occupational health and safety management system | Any sector | Voluntary. Marks for safety answers, or a gate if a condition requires it | Your certification body's audit cycle |
| **Cyber Essentials and Cyber Essentials Plus** | Five basic cyber controls are in place; Plus adds a technical audit | Central government and NHS buyers under PPN 014, and others that follow it | Voluntary, but a gate where PPN 014 applies, unless you show equivalent controls | Every 12 months |
| **An SSIP scheme, such as CHAS Standard, SafeContractor or Achilles** | Health and safety arrangements that meet the SSIP core criteria | Construction first, now many other industries | Voluntary, not a legal requirement. Often a stage 1 pre-qualification check | Yearly fees at CHAS and Constructionline |
| **Common Assessment Standard** | A fuller construction pre-qualification, at desktop or site-based level | Contractors and clients that accept it, listed by Build UK | Voluntary pre-qualification, where a works buyer or contractor asks for it | Certified once a year |
| **Constructionline** | Verified company information; paid levels include an SSIP, and Gold meets the Common Assessment Standard | Construction contractors and public sector buyers | Voluntary membership. If a tender names it, ask whether equivalents count | Annual membership |
| **CQC registration** | Permission to carry on regulated activity in England: a registration, not a certificate | Care and health buyers in England | Legal requirement: regulated activity without registration is an offence | Ongoing, with CQC monitoring; new activities or changed conditions need a further application |
| **NHS Data Security and Protection Toolkit** | A self-assessment against the National Data Guardian's 10 data security standards | NHS buyers | Mandatory if you'll access NHS patient data and systems | Yearly versions; 2026 to 2027 is current |
| **PSV operator licence** | Permission to operate vehicles for hire or reward that can carry 9 or more passengers | Councils and others buying passenger transport | Legal requirement: operating before the licence is issued is illegal | No expiry; details checked every 5 years |

Sources for the table: ISO's pages for ISO 9001, ISO 14001 and ISO 45001; PPN 014; SSIP and its member list; Build UK; Constructionline; CQC; the NHS toolkit; and GOV.UK on PSV licences and applying for one.

## ISO 9001 and ISO 14001 have new 2026 editions

ISO published ISO 9001:2026, the sixth edition of the quality management standard, in September 2026, and now marks ISO 9001:2015 as withdrawn. ISO 14001:2026 came out in April 2026, and its 2015 edition is withdrawn too. ISO 45001:2018, for health and safety, is still current but due to be revised.

Withdrawn doesn't mean your certificate stopped counting. ISO's FAQ says certified organisations move to the new edition within the timeframe set by their certification cycle, typically around three years for ISO 14001, and should ask their certification body. An in-date 2015 certificate still stands during the transition.

- **Quote the edition.** ISO asks for the full designation, such as certified to ISO 14001:2026. In a bid, say which edition your certificate covers and when you'll transition.
- **Show it's accredited.** UKAS CertCheck lets you search UKAS-accredited management system certificates by company name or certificate number. Not every certification body takes part fully, so if yours isn't listed, keep its accreditation details handy.
- **Certification is a choice.** ISO says organisations implementing ISO 9001 can choose whether to certify. A tender can still ask for certification, or let you show an equivalent.

## Health and safety schemes: SSIP, CHAS, Constructionline and the Common Assessment Standard

SSIP, Safety Schemes in Procurement, is the umbrella for health and safety assessment schemes. Every member scheme works to the SSIP core criteria, which SSIP says HSE has approved, and the schemes recognise each other: with one certificate, Deem to Satisfy can get you registered with a buyer's preferred scheme without a full reassessment. SSIP says these assessments are not legally required. You don't join SSIP itself; a member scheme assesses and certifies you (Constructionline).

- **Who's in SSIP.** Its member list includes CHAS 2013 Ltd, Achilles, SafeContractor, Avetta, CQMS and Once For All as registered members. Constructionline is a supporter member, as are councils such as Cornwall and Durham.
- **CHAS.** Now Veriforce CHAS, it has three levels: Standard, a health and safety assessment including SSIP; Advanced, which also meets the former PAS 91 standard; and Elite, which meets the Common Assessment Standard. Prices start at £429 a year for Standard, £659 for Advanced and £949 for Elite, and scale with the size of your organisation.
- **Constructionline.** Its levels run from Associate, an entry level, through Bronze, Silver and Gold to Platinum. Paid levels include an SSIP from Once For All Health & Safety. Gold meets the Common Assessment Standard at desktop level, with Building Safety Act assessments; Platinum adds a one-day premises audit. Prices depend on turnover.
- **The Common Assessment Standard.** Build UK's industry-agreed question set certifies companies yearly, at desktop or site-based level, through seven Recognised Assessment Bodies: Achilles, Compliance Chain, Constructionline, CQMS, SCCS, Smas Worksafe and Veriforce CHAS. Micro-businesses are assessed proportionately. Version 6 is due on 1 November 2026.

Build UK points public sector bodies to PPN 03/24, the selection questionnaire note for the old Public Contracts Regulations 2015. Under the Act, the conditions of participation guidance lets works buyers keep using questionnaires such as the Common Assessment Standard if they meet the Act's requirements, such as proportionality (paragraph 36). A questionnaire that still asks for PAS 91 is out of date: BSI withdrew it on 21 April 2023, as our small works guide notes.

Before an SSIP assessment, gather what assessors most often send back. Once For All Health & Safety's most-rejected questions ask for your safety adviser's competence, an example of their advice put into practice, three years of accident, near-miss and RIDDOR figures, how you consult your workforce, and current training certificates or skills cards.

## Insurance: which cover, how much and when

Employer's liability is the cover most firms must hold by law. GOV.UK says you need it as soon as you become an employer, from an authorised insurer, for at least £5 million, with narrow exemptions such as employing only family members. The minimum applies per occurrence, including costs (regulation 3). You can be fined £2,500 for every day you aren't properly insured, and you must display the certificate where employees can see it.

Public liability, professional indemnity and product liability levels are set by each tender, not by one national figure, so read the documents for every bid.

Timing matters too. For above-threshold contracts, a buyer can't make you hold the contract's insurance before award (section 22(3)(b)). The guidance asks buyers to check first that a level is necessary. If it is, the condition can be that you'll have the cover when the contract starts, with evidence: a certificate you hold, or an insurer's letter offering the cover plus your commitment to take it out (paragraphs 18 and 19). Cover the law already requires, such as employer's liability, can be a condition in its own right (paragraph 20).

## Cyber Essentials in brief

PPN 014 applies to central government departments, their executive agencies and non-departmental public bodies, and NHS bodies (paragraph 3). Where a contract has the higher-risk features it lists, such as handling citizens' or government staff's personal data, they must require Cyber Essentials or Plus, or equivalent controls, with the certificate renewed every year of the contract (paragraphs 12 to 15). Other public bodies may follow it. Our Cyber Essentials guide covers when you need it and how to certify.

## What to get first

- **Everyone.** Employer's liability insurance once you employ anyone, a broker who can evidence cover quickly, and Cyber Essentials if you'll handle personal data for central government or NHS buyers.
- **Construction.** One SSIP assessment through the scheme your target buyers prefer, such as CHAS Standard or Constructionline Bronze, then the Common Assessment Standard, through CHAS Elite or Constructionline Gold, when clients ask.
- **Care.** CQC registration for every regulated activity you bid for in England, and the NHS toolkit if you'll access NHS patient data and systems.
- **Transport.** A PSV operator licence before you run any vehicle that can carry 9 or more passengers for hire or reward: GOV.UK says a decision usually comes within 7 weeks, and a standard licence needs a

nominated transport manager. Our school transport guide covers driver checks.

- **Facilities management.** An SSIP assessment for maintenance and site work, then ISO 9001 or ISO 14001 when your buyers ask for them.

### What to have ready before the next tender

- [ ] Employer's liability certificate in date, with at least £5 million of cover
- [ ] An insurer's letter, via your broker, for any cover a tender asks you to raise
- [ ] Every certificate's expiry date in one list, with reminders a month ahead
- [ ] ISO certificates quoted with their edition, 2015 or 2026, and checked on UKAS CertCheck
- [ ] One SSIP certificate, and the Deem to Satisfy route if a buyer prefers another scheme
- [ ] Cyber Essentials, or Plus, covering the whole organisation if you handle personal data
- [ ] CQC registration or PSV operator licence details ready to quote, if your sector needs them

PART 4

# Win tutoring, SEND and alternative provision work

9. Winning tutoring and intervention work from schools and councils
10. SEND and alternative provision contracts: how councils commission
11. How to write tender responses that score: a practical UK guide



CHAPTER 9 · EDUCATION

# Winning tutoring and intervention work from schools and councils

How schools fund and choose tutoring and interventions, what councils score in tuition frameworks, and how to evidence impact and price it honestly.

By OneTender team · 2 October 2026 · Read online

IN SHORT

- Pupil premium (£1,550 per eligible primary pupil and £1,100 per eligible secondary pupil in 2026 to 2027) can pay for tuition, which sits on DfE's menu of approaches.
- The EEF puts one to one tuition at +5 months and small group tuition at +4. Quote the evidence, but don't promise those numbers.
- Greenwich and Staffordshire both scored their tuition lots 60% quality and 40% price.
- Pupil premium statements, published by 31 December, name the external programmes each school funded from the grant last year and who provided them.
- Agree a baseline and end measure, report to class teachers, and price every inclusion, cancellation and VAT term in writing.

Schools can pay for tutoring from the pupil premium, which they must spend on the Department for Education's menu of approaches and explain in a strategy statement published by 31 December. From 2026, mainstream schools can also use the inclusive mainstream fund. Councils buy tuition through frameworks, and Greenwich and Staffordshire both weighted quality at 60% and price at 40% in their 2025 tenders. This guide covers England. To win the work:

- fit your programme to the menu and to evidence from the Education Endowment Foundation (EEF);

- agree a baseline and an end measure with the school;
- report to class teachers;
- put every price, inclusion and cancellation term in writing.

## How schools pay for tutoring and interventions

DfE's own tutoring guidance points schools to the pupil premium. In 2026 to 2027 it pays schools £1,550 for each eligible primary pupil and £1,100 for each eligible secondary pupil, and £2,690 for each pupil previously looked after by a council. For children looked after now, £2,690 each goes to the council, and its virtual school head manages it with the child's school. It isn't a personal budget: the school decides how to spend it.

The spending rules turn that into a buying decision. Schools must spend the grant on evidence-informed activities from DfE's menu of approaches. Targeted academic support covers one-to-one and small group tuition, peer tutoring, language, literacy and numeracy interventions, interventions for disadvantaged pupils with SEND, teaching assistant interventions and extended school time. Wider strategies include social, emotional and behavioural needs, attendance and enrichment. The EEF recommends high-quality teaching as a top priority for the money, so you compete with teachers' professional development for the budget, and schools buying external programmes are pointed to well-evidenced ones, such as the EEF's Promising Programmes.

Every school whose allocation is based on more than 5 eligible pupils must publish its statement on its website by 31 December, using DfE's template, and DfE reviews a sample each year. Multi-academy trusts may pool the grant, but each academy publishes its own statement. Those statements are free market research: Part B lists the non-DfE programmes the school funded from the grant last year, and who provided them.

From 2026, mainstream schools also have the inclusive mainstream fund. It must go on evidence-informed activity under DfE's 7 principles of inclusion, it can't subsidise activity the school already pays for, it can top up pupil premium activity that meets both sets of conditions, and it must be used by 31 March 2028. Each school publishes an inclusion strategy, with its activities and budgeted costs, by 31 December 2026.

A school's own finance rules decide how it buys. Where no framework fits, DfE's buying guidance for schools suggests getting at least 3 quotes for purchases up to £40,000 and advertising above that, though a school's rules can set other levels. So for a programme under £40,000, your proposal is the bid. Virtual schools, which spend pupil premium for looked-after children in line with each child's personal education plan, buy in their own right, and so do councils.

## What the evidence says, used honestly

DfE's guidance points schools to the EEF's Teaching and Learning Toolkit. Its averages, in additional months of progress, and the patterns linked to the best results:

| Approach | EEF average impact | Cost | What tends to work |
|---|---|---|---|
| **One to one tuition** | +5 months | Moderate | Short sessions of about 30 minutes, 3 to 5 times a week, for up to 10 weeks, linked to lessons |
| **Small group tuition (2 to 5 pupils)** | +4 months | Low | About 3 sessions a week of up to an hour, for about 10 weeks; impact falls once groups grow above 6 or 7 |
| **Mentoring** | +2 months | Moderate | Weekly meetings over a sustained period; the gains tend to fade once it stops |

Sources for the table: the EEF's pages on one to one tuition, small group tuition and mentoring.

Read the small print before you quote a number. The one to one figure rests on 123 studies and the small group figure on 62, both rated moderate evidence, and both marked down partly because evaluations by organisations connected with the approach, such as commercial providers, typically show larger impacts. The trials of named tutoring programmes listed on the one to one page range from minus one month to plus five. The EEF advises school leaders to consider providers with a track record of effectiveness.

So use the evidence to justify the approach, not to forecast your results: name the strand, show how your design follows it, then report your own measured outcomes separately. Only around 10% of programmes with completed EEF trials have reached Promising Programme status, so never imply yours is on that list unless it is.

The EEF's guide Making a Difference with Effective Tutoring (14 November 2022) adds that tutoring should be aligned with the curriculum and monitored by the school, and that if pupils miss lessons for it, it should at least make up for the time away from class.

## What schools look for in a provider

DfE's tutoring guidance (May 2024) lists six questions schools should ask before choosing an external tutoring organisation or tutor. Answer them before you're asked:

- **Safer recruitment.** Adequate safer recruitment and safeguarding checks for your staff.
- **Qualifications and experience.** Yours and your tutors'. The guidance notes that subject specialists are more likely to have an impact.
- **Delivery.** Online, in person or both.
- **Fit.** The school's context and pupils, such as those with SEND or English as an additional language.
- **Communication.** How you'll regularly report progress to the class teacher.
- **Contract.** The terms in place before tutoring starts, including how pupils' personal data is shared safely.

For pupils with SEND, the guidance suggests groups of 1:1 or 1:2, aligned with the EHC plan. It treats external tutors as third-party staff in regulated activity, so under Keeping children safe in education the school must get written notification from you that you've made the same checks it would make itself,

including for tutors who teach its pupils online. It must also have a designated safeguarding lead available whenever tutoring runs outside school hours. Our guide to safeguarding for school suppliers covers the checks.

> **Write the evidence line for the school**
>
> DfE's statement template asks, for each funded activity, for the 'Evidence that supports this approach' and the challenge it addresses. Part B asks for the names of externally provided programmes and their providers. So give the school a short evidence note it can use: the EEF strand your work fits, your session pattern and how you'll measure progress.

Ofsted's review of the government's tutoring programme (31 October 2023) found tutoring worked when it was well planned, delivered in small groups and aligned with the school's curriculum. Remote tutoring through the tuition partner route was the weakest form: in some cases communication between tutors and staff was poor, and schools had little involvement in what was taught. If you tutor online, answer that finding in your proposal.

Consultancies face a similar list in DfE's guidance on hiring consultants: qualifications and education experience, references or case studies, a clear scope, budget and timetable, a process for agreeing changes, cover for absence, and insurance or indemnity.

## What councils score in tuition frameworks

Councils buy tuition for children out of school, pupils with SEND and looked-after children. All three notices below used the light touch rules for education services.

**Royal Borough of Greenwich.** Its tuition open framework, worth an estimated £25 million, has three lots: universal, SEND, and complex and medical tuition. There is no cap on suppliers and no fee, call-offs can be made with or without competition, and the council may let its maintained schools, academy trusts and other councils use it. Tenders went through selection questions, then quality, then price, and a bidder that failed one stage went no further. Quality counted for 60% and price for 40%.

The award notice of 29 September 2026 splits each lot into face-to-face and online, one-to-one and group sublots. The lots drew 24, 28 and 21 tenders, nearly all from SMEs, and 12, 16 and 14 suppliers were awarded places: even with no cap, half the universal tuition bidders missed out. The framework must reopen within its first three years, so they can try again.

**Staffordshire County Council.** Its alternative provision framework, running from September 2026 to August 2034, has a tutoring lot delivered by teachers with Qualified Teacher Status outside school, in the family home or a community setting. Quality carried 60%: performance and quality assurance 25%, safeguarding 15% and a lot-specific question about children and young people 20%. Price carried 40%, as an hourly rate for each lot.

**Thurrock Council.** Its market engagement notice of June 2025 shows why councils are reorganising this market: more than 2,500 children with EHC plans, £1.7 million a year on tuition, and heavy reliance on a small number of providers, with significant cost variation and limited in-person capacity. It planned one-to-one and group lots, in person and online, for its SEN service, virtual school and access and inclusion team.

So bid for the lots you deliver well now, and remember that the hourly rate you tender may be the one you work to for years. Our guide to SEND and alternative provision contracts covers the wider market.

## Proving impact without overclaiming

Schools are told to plan evaluation up front. DfE's pupil premium guidance asks leaders to set measures when they plan, to measure outcomes such as attainment and attendance, and not to rely solely on the views of the people delivering the activity. Its tutoring guidance suggests:

- a baseline, then data from formative and summative assessments;
- learning walks;
- recorded feedback from the tutor, the pupil and the class teacher;
- the views of parents, pupils and senior leaders;
- planned intervention points if progress stalls.

Build your reporting around that. Agree the baseline assessment and the end measure with the school before the first session, and use the same measure at both ends, so the change is the school's evidence rather than your claim. Report attendance at sessions alongside attainment, and update the class teacher after each block. Keep a register of sessions for each pupil: the 2026 to 2027 school census asks schools to identify pupils who have had tutoring funded by the school, including from external providers.

Three things not to claim:

- **The EEF averages as your results.** Quote your own measured change, with the number of pupils and the period it covers.
- **Your tutors' views as evidence.** Feedback from tutors, pupils and parents supports the attainment data; it doesn't replace it.
- **Another school's results without its agreement.** And never invent an example to fill a gap.

## Pricing tutoring: hours, programmes and VAT

Staffordshire's framework shows how council pricing works: an hourly rate for each lot, excluding VAT, with unusually high or low bids checked and call-offs priced in line with your tender. So price for the whole term: tutor pay, travel, preparation, reports, review meetings and the hours lost to cancellations.

Schools plan around programmes, and the pupil premium statement asks for a budgeted cost for targeted academic support such as tutoring, so quote a programme price as well as an hourly rate, such as three sessions a week for ten weeks for a group of three. DfE's consultancy guidance tells schools to agree the payment basis, a full price breakdown, which expenses are included, how long the price is valid and how changes are handled. Answer those in your quote, with your cancellation terms: notice, pupil absence and cover when a tutor is off.

Be clear about VAT. Under HMRC's VAT Notice 701/30 (section 6.1), private tuition by an individual teacher working for themselves, as a sole proprietor or partner, in a subject regularly taught in schools or universities is exempt; tuition by teachers they take on is standard-rated. Paragraph 4.2 adds that commercial providers such as tutorial colleges, run to make and distribute profits, are unlikely to be eligible bodies, whose education is exempt. State in every quote whether prices include VAT, and check your position with your accountant.

## Before you send a proposal

Run through this before every quote, proposal or framework bid:

- [ ] The menu of approaches strand the work fits, such as one-to-one and small group tuition
- [ ] A baseline assessment before the first session and the same measure at the end
- [ ] Group size, session length, frequency and number of weeks stated in writing
- [ ] How tutors share progress with class teachers, and how often
- [ ] A register of sessions for each pupil, so the school can report tutoring in its census
- [ ] Price per hour or per programme, with VAT, what is included and the cancellation terms
- [ ] Safeguarding and data protection evidence attached, not promised for later

Keep the documents behind it ready to send: a one-page programme description naming its EEF strand, a sample progress report, your safeguarding policy and the written confirmation of checks you give schools, your terms for handling pupil data, your insurance certificates and your price list.



CHAPTER 10 · EDUCATION

# SEND and alternative provision contracts: how councils commission

How councils buy SEND tuition, EOTAS packages and alternative provision: the legal duties, open frameworks, registration rules and what commissioners check.

By OneTender team · 2 October 2026 · Read online

IN SHORT

- Councils commission SEND and alternative provision to meet duties in section 19 of the Education Act 1996 and section 42 of the Children and Families Act 2014, and section 61 lets them arrange special educational provision otherwise than at school.
- Where the frameworks we read scored tenders, quality carried 60% to 70%; others used a pass or fail check.
- A setting giving full-time education to 5 or more pupils of compulsory school age, or 1 with an EHC plan or looked after, must register as an independent school.
- Commissioners want written safeguarding checks, attendance every session and at least half-termly reviews. Map your policies to DfE's 21 voluntary standards.

Councils commission SEND and alternative provision to meet two legal duties: to arrange suitable education for children who can't attend school (section 19 of the Education Act 1996), and to secure the special educational provision in an EHC plan (section 42 of the Children and Families Act 2014). Section 61 of the 2014 Act lets them arrange special educational provision otherwise than at school, where school would be inappropriate. The councils whose 2025 and 2026 notices and reports we read buy through frameworks or a dynamic purchasing system, with lots for tuition, SEMH support, vocational and full-time

provision, and where they scored tenders, quality carried 60% to 70% of the marks. Before you bid, check whether your hours and pupils mean you must register as an independent school. This guide covers England.

## The duties that create the work

Under section 19, a council must arrange suitable education, at school or elsewhere, for children of compulsory school age who would otherwise miss it because of illness, exclusion or any other reason. It must be full-time, unless the child's health means part-time is in their best interests, and suited to the child's age, ability, aptitude and any special educational needs.

The clock starts early. For a permanently excluded pupil, the council must provide full-time education from the sixth school day after the exclusion; for a suspended pupil, the school must arrange it from the sixth school day of the suspension. DfE's statutory alternative provision guidance says education a council arranges for other non-medical reasons should start by the sixth school day of absence at the latest.

Under section 42 of the Children and Families Act 2014, the council must secure the special educational provision specified in an EHC plan. The SEND code of practice says that provision, in section F of the plan, must be detailed and specific and should normally be quantified, for example by type, hours and frequency of support and level of expertise. Read section F before you quote: it sets what you will be held to.

Section 61 lets a council arrange special educational provision otherwise than in a school, usually called EOTAS, only if it is satisfied school would be inappropriate, and only after consulting the parent or young person. DfE's guidance treats EOTAS as separate from alternative provision.

Demand is rising. Kent's decision report on its SEND tuition contract shows packages rising from 315 between September 2023 and March 2024 to 614 by March 2025. Its SEND officers point to more complex needs, particularly autism and anxiety-related school avoidance, a shortage of specialist school places, more tuition in EOTAS packages and persistent absence. Kent funds it from the High Needs Block. Thurrock, with more than 2,500 children on EHC plans, spends £1.7 million a year on tuition.

Thurrock's notice names three buying teams: its SEN service, its virtual school for looked-after children and its access and inclusion team. Schools commission alternative provision too, for suspended pupils and when they direct a pupil off site to improve their behaviour.

## How councils buy: frameworks, DPS and spot purchase

Kent bought tuition by spot purchase, a caseworker agreeing a rate with a provider for each child, until 2023. Its report says that model gave it no price control, inconsistent quality, limited oversight of providers and outcomes that were hard to monitor, and complied with neither its spending rules nor procurement law. These four councils show what replaces it:

| Council | Route | Lots | How tenders were weighed | Term |
|---|---|---|---|---|
| **Royal Borough of Greenwich** | Open framework | Full-time alternative provision of at least 25 hours a week in a DfE-registered school; vocational of at least 18 hours; hourly outreach | Quality 70%, price 30% | From October 2026, extendable to September 2031 |
| **Herefordshire** | Open framework | Education and engagement; mentoring; tuition | Quality pass or fail | Up to 7 years |
| **Staffordshire** | Light touch framework replacing its DPS | Full-time; part-time; tutoring; complementary; bespoke SEND | Quality 60%, price 40% | 2026 to 2034 |
| **Kent and Medway** | Modified DPS under the old rules, since 2023 | SEND external tuition | Providers join after quality and safeguarding checks | Extended to 31 August 2028 |

Sources for the table: the tender notices from Greenwich, Herefordshire and Staffordshire, with Greenwich's term from its award notice, and Kent's decision report and decision record.

Expect fewer competitors than in tuition. Greenwich's award notice of 12 August 2026 shows 5, 8 and 12 tenders for its three lots, with 3, 5 and 7 providers appointed; its tuition framework drew 21 to 28 tenders a lot.

Read each lot's entry conditions first. Greenwich's full-time lot needs a DfE-registered school. Staffordshire's full-time lot means 18 hours a week or more, taught by qualified teachers; its part-time lot needs a building base; and its bespoke SEND lot needs qualified teachers with experience in specialist SEND settings. Herefordshire's mentoring lot requires a responsible adult to be present whenever sessions take place in a home.

Then read the call-off rules. Herefordshire admits providers on a pass or fail quality assessment, and may award a call-off without competition only when the services are adequately described, the core terms and fees or a pricing mechanism are set in the framework, no substantial changes are needed and an objective mechanism identifies the provider. Otherwise, or if it prefers, it runs a competition.

Greenwich, Herefordshire and Staffordshire all used the light touch rules for education services. The Cabinet Office's light touch guidance says a tender notice is still needed unless a direct award justification applies, but there is no minimum tendering period and a light touch framework has no maximum term. A council may also be able to award directly when the Children and Families Act 2014, or a tribunal decision, requires a particular provider for a child's special educational needs.

A missed round isn't the end. An open framework must award a new framework at least once in the three years after its first award, then at least once in every five years, and end within eight years. Watch for preliminary market engagement too: West Northamptonshire's January 2026 notice set out a quality

assurance framework for non-school alternative provision, with lots from specialist SEND tuition to an EOTIS coordinator, all subject to DfE's national standards. Responding gives you a say before the lots are fixed.

## Register or not: the independent school test

Settle this before you bid for full-time work. Under section 463 of the Education Act 1996, an independent school is any school, other than one maintained by a council or a non-maintained special school, giving full-time education to five or more pupils of compulsory school age, or to one such pupil who has an EHC plan or is looked after by a council. DfE's registration guidance says such a setting must register before it opens, and that running an unregistered independent school is an offence carrying an unlimited fine, up to six months in prison, or both.

Full-time isn't defined in law. DfE would generally treat a setting operating during the day for 18 hours or more a week as full-time, but fewer hours don't automatically make it part-time: it also looks at whether the provision rules out full-time education elsewhere, the hours including breaks and independent study, the time of day and the number of weeks. The alternative provision guidance adds that one-to-one tuition matching a full-time school education could take fewer face-to-face hours, as it may be more intensive, and tells commissioners not to place a child where that would mean the setting had to register.

> **Check before you take on a fifth full-time pupil**
>
> Under section 463, a setting that gives full-time education to 5 or more pupils of compulsory school age, or to 1 with an EHC plan or who is looked after, is an independent school. It must register before it opens, and running one unregistered is an offence. The Children's Wellbeing and Schools Act 2026 (section 43) widens the test to other institutions, but on 2 October 2026 it was in force only for making regulations. Check DfE's registration guidance, and take legal advice if you're unsure.

For those other institutions, section 43 uses the same thresholds and lets regulations define full-time, for example by hours a week.

## What commissioners check before and during a placement

The school or council that commissions a placement stays responsible for the child's safeguarding, and is expected to do its own due diligence even when you're on an approved list. Keeping children safe in education 2026 (paragraphs 210 to 213) and the alternative provision guidance expect, before or as the child starts:

- **Written confirmation of checks.** That you've made the checks a school would make on its own staff, and that you'll report changes that could put the child at risk, such as new staff.
- **Every address.** Yours and any subcontracted or satellite site the child may attend, so the commissioner always knows where the child is during school hours.
- **A personalised plan.** The intervention, its objectives, reintegration and the timeline, agreed with the commissioner and written down by you.
- **A baseline.** The child's current academic levels and previous attendance and engagement, assessed at induction.

And during the placement:

- **Attendance.** Commissioners follow up every absence, and in non-school settings that means you notifying them. Ofsted's inspection toolkit looks at how well school leaders monitor alternative provision attendance, daily and over time.
- **Reviews.** At least half-termly, checking attendance, safety and progress. A placement with safeguarding concerns should be reviewed at once and ended if necessary.
- **Reports.** Regular reports to the home school on progress, attendance and behaviour, and a final report before the child returns.
- **Records.** Commissioners keep a record of each placement, including the child's progress, destination and own assessment of the placement.

If you run non-school provision, map your policies to DfE's voluntary national standards of 31 August 2025. There are 21, in four themes: safeguarding and welfare; health and safety; admissions, guidance and support; and quality of education. They include enhanced DBS checks with the barred list where appropriate, for proprietors as well as staff, on a single central record; a trained, named safeguarding lead; restricted site access; attendance recorded every session and shared promptly; targets and progress monitoring that support reintegration; and self-evaluation. Policies should be in plain English and available to commissioners and parents. Teaching staff needn't hold QTS, but you should be satisfied they have the qualifications and experience.

DfE encourages councils to adopt the standards now, and the government intends to make them mandatory when parliamentary time allows.

## Pricing and managing SEND and AP packages

Price for the full term. Staffordshire asked for an hourly rate for each lot, excluding VAT, said it would check unusually high or low bids, and expects call-offs priced in line with your tender. Kent's report shows why councils watch rates: its largest tuition provider raised its hourly rate from £49 to £65 in 2023, spend through the contract rose 117.5% in 2024 to 2025, when total tuition spend reached £6.83 million, and Kent will keep applying robust controls to price increase requests.

Expect packages to change. Kent plans to review packages regularly to see whether they can be reduced or ended, and it already surveys pupils and parents and shares the results with providers. Keep session records that match the hours and expertise in section F.

Make the price complete: travel, resources, preparation, reports, half-termly reviews and meetings with other agencies. Ask whether you're expected to provide meals: DfE strongly encourages councils to consider meals for pupils eligible for free school meals in non-school settings. And check each framework's insurance levels before you bid, not after award.

## Experts at Hand: a new route for specialists

If you employ speech and language therapists, occupational therapists, educational psychologists or specialist teachers, watch for Experts at Hand. DfE's year 1 guidance (5 June 2026) describes around £1.8 billion over 3 years for specialist support in mainstream settings, starting from September 2026. Councils

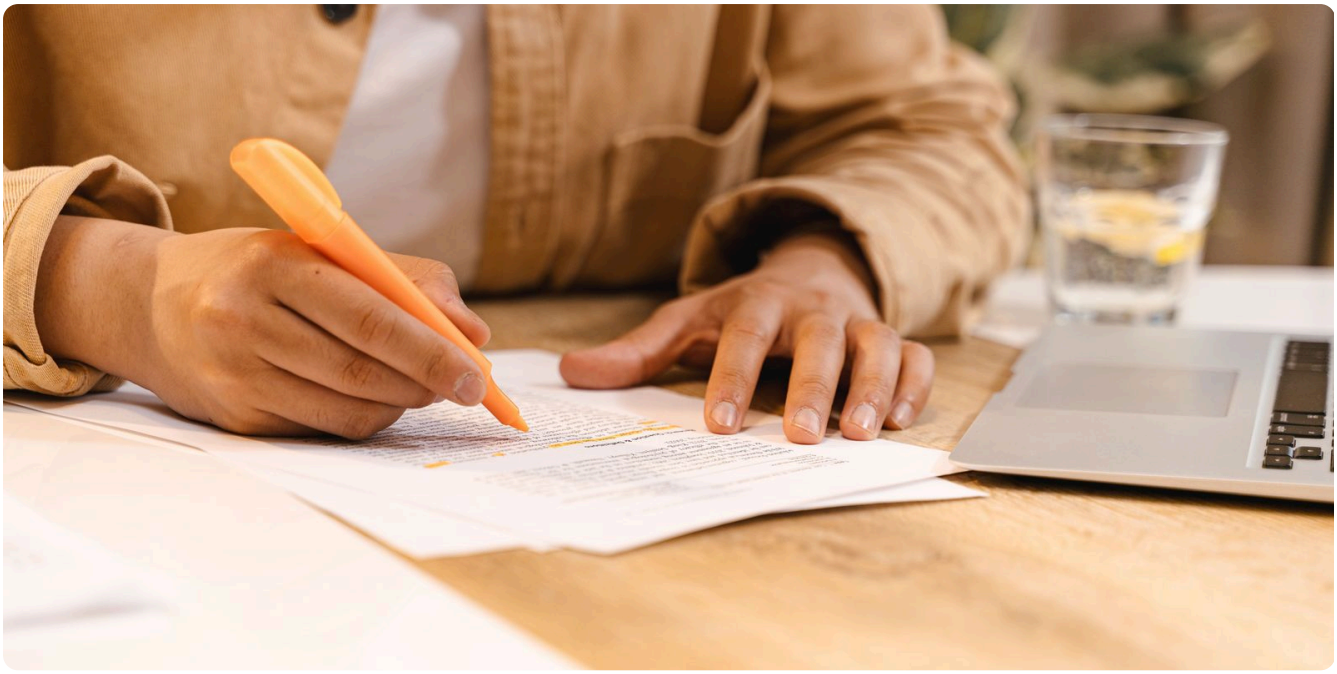
and integrated care boards commission it jointly, and delivery can be led by the council or by an external or independent partner. It is mainly group-based, and one-to-one support specified in an EHC plan is out of scope.

## Before you bid for SEND or AP work

Run through this before each framework bid, DPS application or call-off:

- [ ] We have checked whether our hours and pupils mean we must register as an independent school
- [ ] Each lot we bid for matches a service we deliver now, at prices we can hold
- [ ] Our policies map to the DfE's voluntary national standards for non-school AP
- [ ] A written plan for each child: objectives, review dates and the route back to school
- [ ] Attendance recorded every session, with absences reported to the commissioner promptly
- [ ] Insurance levels checked against the framework's minimums before we bid
- [ ] The framework's next reopening date is in the diary if we miss this round

Have these ready to upload: your registration status, or a note of why you don't need to register; your safeguarding, behaviour and staff conduct policies; the written confirmation of checks you give commissioners; a sample placement plan and progress report; your attendance reporting process; insurance certificates; and an hourly rate for each lot.



CHAPTER 11 · ALL SECTORS

# How to write tender responses that score: a practical UK guide

How evaluators score tender answers under the Procurement Act 2023, and how to reach the top band: structure, evidence, social value and word limits.

By OneTender team · 2 October 2026 · Read online

IN SHORT

- Evaluators can only score against the award criteria, methodology and weightings the buyer published: those documents are your marking scheme.
- Answer every part of the question in order, prove each claim with evidence the buyer could check, and make it specific to this buyer and contract.
- In central government, social value commitments become contract terms or KPIs, so offer only what you can deliver and measure.
- A buyer may disregard a tender that breaks a procedural requirement, such as going over the word count or arriving late.
- Score each answer against the buyer's descriptors before you submit, then have a second reader do the same.

Evaluators can only score your answers against the award criteria and the assessment methodology the buyer published. So answer every part of the question, prove each claim with evidence, make the answer specific to this buyer and this contract, and stay inside the word limit. Under the Procurement Act 2023, a buyer may disregard a tender that breaches a procedural requirement in its documents, and the government's guidance gives a tender over the word count, or a late one, as examples. Here is how scoring works, and how to write to it.

## How evaluators score your answers

When a buyer runs a competitive tendering procedure under the Act, it may award the contract to the supplier that submits the most advantageous tender: the one that meets its requirements and best satisfies the award criteria, judged by the assessment methodology and the relative importance of the criteria. Three things the buyer publishes decide your marks:

- **The award criteria.** What is assessed, such as quality, price and social value. Under section 23 they must relate to the subject-matter of the contract and be sufficiently clear, measurable and specific.
- **The assessment methodology.** How tenders are assessed against each criterion, including whether failing one disqualifies a tender. The government's guidance on assessing competitive tenders says this includes any scoring matrices evaluators will use (paragraph 11).
- **The relative importance of the criteria.** Weightings, a ranking or another description (paragraph 13). This tells you where the marks are.

The buyer must publish the criteria and the methodology, or a summary, in the tender notice, with the detail in the tender documents (paragraph 12), and it must base its assessment on them (paragraph 19). Conditions of participation, such as insurance or financial standing, are assessed separately: once you pass them, your tender is judged on the award criteria alone (paragraphs 16 and 17).

Neither the Act nor its guidance sets a standard scoring scale. The government's bid evaluation guidance note asks buyers to tailor scoring bands to each procurement, including whether fully meeting the requirement earns the top band or a higher band rewards exceeding it. Read this buyer's band descriptors closely: what separates the top band from the one below it is what your answer has to show.

In a competitive flexible procedure, the buyer may refine the award criteria before it invites final tenders, if the tender notice or documents provide for it (section 24). Read them again at every round.

## Decode the question before you write

Before anyone writes, take the question apart: split it into parts, map each part to the criterion and the descriptors, list your evidence and share out the word limit. Here is an example worth 20% of the marks, with a 750-word limit: 'Describe how you will mobilise the service, recruit and train staff, and manage risks in the first 12 weeks.'

| Question part | What the evaluator looks for | Your evidence |
|---|---|---|
| **Mobilise the service** | A dated plan from award to start, with named roles | Your mobilisation plan from a similar contract, and who will lead it |
| **Recruit and train staff** | Numbers, timescales and training before the start | Your recruitment pipeline, training matrix and induction |
| **Manage risks** | The main risks, each with a mitigation and an owner | A risk register extract, and a similar risk you handled |
| **In the first 12 weeks** | Milestones inside that window, not a generic timeline | A milestone table, if the buyer allows tables |

Check each line against the buyer's own descriptors, then share out the words in proportion to the marks: the heaviest part gets the most. Use the buyer's words as signposts, so if the question says 'mobilise', say 'mobilise' at the start of that part.

## A structure that works

A consistent structure makes each part easy to find and score. This order works for most quality questions:

1. **Answer first.** One or two sentences that answer the question and state your main commitment.
2. **Method.** Who does what, when and how: named roles, steps, timescales and tools.
3. **Evidence.** Proof the method works: results from a similar contract, KPIs you report today, accreditations and client references.
4. **This buyer's context.** Its service users, sites, volumes and priorities, from the specification.
5. **Risks and how you manage them.** The two or three that matter most, each with a mitigation and an owner.
6. **Added value.** Anything extra you commit to that is relevant to the contract and that you can measure.
7. **A closing line that mirrors the criteria.** One sentence that ties the answer back to the award criterion's own words.

> **Swap claims for specifics**
>
> A claim any bidder could make: 'We have extensive experience and a highly trained team.' A specific version, as a template: 'Our [role] will lead a [number]-week mobilisation, using the plan from our [service] contract with [client] in [year], where [number] staff were trained before the start date.' Use it only when every detail is true and you can prove it.

## Evidence that convinces

Evaluators can only credit what you show them, so back every claim with evidence the buyer could check:

- **A case study from a similar contract.** The situation, what you did and measurable results you can prove, such as response times, satisfaction scores or staff retention. Name the client only with their permission.
- **Named roles and CVs.** Who will run the contract and what qualifies them, where the question allows it.
- **KPIs you already report.** Figures from current contracts, with the period they cover.
- **Accreditations.** Relevant, current certificates, with numbers or expiry dates if the buyer asks.
- **Client references.** People at comparable organisations who have agreed to speak for you.

Cut anything generic. 'We are committed to quality' is true of every bidder, so it earns nothing: replace it with a fact about you. And only cite evidence you can produce if asked, because a buyer can test doubtful claims with clarification questions or by asking for supporting documents.

## Social value answers: specific, measurable and deliverable

Social value is often scored as a criterion of its own. PPN 002 requires central government departments, their executive agencies and non-departmental public bodies to give it, where relevant to the contract, a minimum weighting of 10% of the total score in above-threshold procurements under the Act commenced from 1 October 2025. Other public bodies may choose to follow it.

Treat each social value offer as a promise. PPN 002 says every commitment a supplier makes during the procurement must be reflected in the contract, as contract terms, key performance indicators or performance indicators (paragraph 11), and local jobs created for the contract must be advertised through the government's Find a Job service (paragraph 12).

| Vague | Specific, measurable and deliverable |
|---|---|
| **We will support the local community.** | We will offer [number] work placements for [group] in [area] in year 1, reported quarterly. |
| **We will create local jobs.** | We will fill [number] of the [number] roles on this contract from [area], advertised through Find a Job, by [date]. |
| **We invest in our people.** | Every new starter on this contract completes [qualification] within [number] months. |

The model changes in 2027. PPN 026 brings in a new Social Value Model for central government procurements commenced from 1 January 2027, for contracts worth £1 million or more including VAT. Its two outcomes are Good jobs and Skills, and the minimum weighting is 10% for contracts from £1 million to under £5 million and 20% from £5 million. It also says poor performance against social value KPIs can be taken into account when considering grounds to exclude a supplier from future tenders (paragraph 18).

## Format, limits and compliance

- **Word and page limits.** Count the way the buyer counts. If the documents don't say whether headings or tables count, ask.
- **Attachments.** Only what the question allows, in the format and with the file names the documents ask for.
- **Templates and order.** Use the buyer's response template and answer in the order the question asks.

Under section 19(3)(d), a buyer may disregard a tender that breaches a procedural requirement set out in the tender notice or documents. The guidance on assessing competitive tenders gives a late tender and one over the prescribed word count as examples (paragraph 33(d)), and the guidance on competitive tendering procedures asks buyers to highlight which requirements could lead to a tender being disregarded (paragraph 27(d)). Find that list in the instructions and follow it.

If your price is unusually low, be ready to explain it. Before disregarding a tender as abnormally low, a buyer must tell you and give you a reasonable opportunity to show you can perform the contract for that price. If you satisfy it, it can't disregard the tender on that ground (section 19(3)(c), (4) and (5)).

Ask clarification questions early, and read every answer the buyer publishes: an answer to another bidder's question can change what a full answer needs.

> **Submit a day early**
>
> Upload the final version the day before the deadline. A late tender may be disregarded under section 19(3)(d), and that is the buyer's call.

## Review before you submit

Score every answer yourself against the buyer's descriptors, as an evaluator would: which mark does it earn now, and what is missing for the next one up? Then have a second reader who didn't write it do the same. Where your marks differ, the answer needs to be clearer.

### Self-score each answer

- [ ] Every part of the question answered, in the order the question asks
- [ ] Each claim backed by evidence the buyer could check
- [ ] Specific to this buyer, its service users and this contract
- [ ] Self-scored against the top descriptor, with the gaps fixed
- [ ] Social value offers are measurable and you can deliver them
- [ ] Within the word or page limit, counted the way the buyer counts
- [ ] Attachments, file names and formats as the tender documents ask
- [ ] A second reader has scored it and agreed the final version

Learn from every result. The Act requires buyers to give bidders an assessment of their final tenders (the government's short guide for suppliers). For an above-threshold contract, that is the assessment summary each supplier with an assessed tender gets before the contract award notice is published (guidance on assessing competitive tenders, paragraph 35). Compare its scores with yours.

### Using AI to draft? You still own every claim

Supplier use of AI is not prohibited: PPN 017 says so and compares it with using a bid writer. It also warns that content from large language models may include inaccurate or misleading statements. What you submit is your responsibility: providing incomplete, inaccurate or misleading information is listed as a way a supplier can act improperly in a procurement (Schedule 7, paragraph 13), and acting improperly in a way that gives you an unfair advantage is a discretionary exclusion ground. Draft from your own evidence, check every fact and have a named person approve each answer. Our guide to using AI for tender responses covers PPN 017 in detail.

PART 5

# After you submit

12. After the award: assessment summaries, standstill and feedback



CHAPTER 12 · ALL SECTORS

# After the award: assessment summaries, standstill and feedback

After a Procurement Act tender result: the assessment summary, the 8 working day standstill, how to query or challenge it, and how to score higher next time.

By OneTender team · 2 October 2026 · Read online

IN SHORT

- After an above-threshold competitive tendering procedure, every supplier with an assessed tender gets an assessment summary before the contract award notice.
- Unless the contract is light touch, that notice starts a standstill of at least 8 working days, and the buyer can't enter into the contract until it ends.
- A claim issued and notified during standstill suspends the contract automatically. Most claims must start within 30 days of when you knew, or ought to have known, the grounds.
- Framework call-offs and below-threshold contracts get neither an assessment summary nor a mandatory standstill.
- Win or lose, log every score and reason by question, and rewrite the answers that lost marks.

For an above-threshold contract awarded through a competitive tendering procedure, every supplier whose tender was assessed gets an assessment summary before the buyer publishes its contract award notice (section 50). Unless the contract is light touch, publishing that notice starts a standstill of at least 8 working days (section 51). If you issue a claim and notify the buyer during standstill, the buyer is automatically stopped from entering into the contract (section 101). Claims generally must start within 30 days of when you knew, or ought to have known, the grounds (section 106).

## What happens between the decision and the contract

This is the sequence after an above-threshold competitive tendering procedure. Standstill counts working days; the other deadlines count calendar days.

| Step | When | What it means for you |
|---|---|---|
| **Assessment summaries** | After the award decision, sent to every supplier with an assessed tender at the same time | Your scores and the reasons, plus the winning tender's scores if you lost |
| **Contract award notice** | Published on Find a Tender, often the same day the summaries go out | Names the supplier the buyer intends to contract with and the last day of standstill |
| **Standstill** | At least 8 working days, beginning with the day the notice is published | Your window to raise concerns, or to issue a claim that suspends the contract |
| **Contract entered into** | From working day 9 at the earliest, later if the standstill is longer or a claim suspends it | The buyer doesn't have to sign straight away |
| **Contract details notice** | Within 30 days of entering into the contract (120 days for light touch contracts) | Public confirmation that the contract exists |
| **Copy of the contract** | Within 90 days for contracts over £5 million (180 days for light touch contracts) | The contract itself, which may be redacted |

Weekends and bank holidays in any part of the UK don't count as working days, and the day the notice is published is day one, however late it goes up. The standstill guidance works through a Christmas example: a notice published on Wednesday 19 December lets the buyer enter into the contract on Friday 4 January. The 30 and 90 day periods after signing are calendar days.

## What an assessment summary must tell you

Summaries go to every supplier with an assessed tender at the same time and before the contract award notice, so you have the whole standstill to read yours. They can arrive by email or through the buyer's e-tendering system.

Regulation 31 of the Procurement Regulations 2024 sets out what each summary must contain, and the Assessment Summaries guidance explains it:

- **The award criteria**, in full or summarised with each criterion's title, weighting, assessment method and available scores, plus where to find the full version.
- **Your score for every criterion and sub-criterion**, with any sub-totals and your total.
- **Why you got each score, by reference to your own tender.** The guidance says a buyer can't just repeat the criterion and say the tender failed to demonstrate it, and calls explaining why a higher score wasn't reached best practice.
- **If you lost:** the winning tender's scores and explanations, and any further reason you weren't chosen, such as missing a minimum score.

There is no side-by-side comparison, but reading your scores next to the winner's shows the gap, and the guidance says buyers should name the winner where that isn't a significant burden. Buyers may withhold sensitive commercial details of the winning tender under section 94 only where there is an overriding public interest in doing so, and must tell you they have. The guidance still expects each of the winner's scores to be explained, and blanket confidentiality claims to be discouraged (paragraphs 28, 32 and 33).

Nothing in the Act requires a debrief meeting. The guidance says buyers may add general feedback to help with future tenders, which may be particularly useful for SMEs, though it isn't a legal requirement (paragraph 36). If your tender was knocked out before the final assessment stage, you get no summary, but buyers should tell you in writing as soon as reasonably possible (paragraph 11).

## When there is no assessment summary or standstill

Not every award follows the full sequence. Annex A of the standstill guidance lists every case, and these are the common ones:

| Type of award | Assessment summary? | Mandatory standstill? |
|---|---|---|
| **Competitive tendering procedure above the threshold, including setting up a framework** | Yes | Yes |
| **Light touch contract after a competitive procedure** | Yes | No |
| **Call-off under a framework, with or without a mini-competition** | No | No |
| **Contract awarded under a dynamic market** | Yes | No |
| **Joining a dynamic market** | No, as it isn't a contract | No |
| **Direct award for extreme and unavoidable urgency** | No | No |
| **Most other direct awards** | No | Yes |
| **Below-threshold contract** | No | No |

Without a mandatory standstill, the buyer can still set a voluntary one of at least 8 working days, and a claim issued and notified during it still suspends the contract. For call-offs, the assessment summaries guidance says giving summaries anyway is best practice (paragraph 41).

Below the threshold, the remedies in Part 9 of the Act don't apply: the Remedies guidance says the below-threshold duties may instead be subject to judicial review (paragraph 15). Our guide to below-threshold works tenders covers how those procurements run.

Two routes sit outside these rules. Devolved Scottish authorities generally follow Scotland's own procurement law, not the Act. Health care services bought in England under the Provider Selection Regime follow its own rules: where an award has a standstill, you can make written representations to the buyer during it, as our Provider Selection Regime guide explains.

## Reading your scores like an evaluator

Each reason should point to something in your tender, so the summary doubles as a marking guide. Start with the biggest gaps on the heaviest weightings.

| What the summary says | What it usually means | What to change next time |
|---|---|---|
| **Lacked evidence** | Claims without proof | Add measurable outcomes, named roles and a case study from a similar contract |
| **Did not address all parts of the question** | A requirement or sub-question was missed | Answer in the question's own order, with a heading for each part |
| **Generic, or not specific to this contract** | It could suit any buyer | Use the buyer's sites, volumes, service users and risks |
| **Limited detail on how** | You said what, not how, who or when | Give the method, the responsible role and the timescale |
| **Met the requirements** | Compliant, but nothing more | Show what goes beyond the specification, and why it matters |
| **Commitments not measurable** | No numbers, dates or reporting | Give numbers, dates and how you'll report each one |

If a reason doesn't match the tender's scoring guide, ask the buyer in writing which part of your tender the evaluator relied on.

## Asking questions and challenging

Start with a written question to the buyer, sent quickly: name the criterion, quote the reason given and point to the part of your tender you think was missed. The Remedies guidance encourages buyers to engage with suppliers who raise concerns and to act in time, extending the standstill where needed rather than forcing a claim (paragraph 59). An extended standstill means a re-published contract award notice (paragraph 18).

The formal route is a claim for breach of statutory duty. These points matter most:

- **Automatic suspension:** start proceedings and notify the buyer during standstill, and it can't enter into the contract. After standstill, you would need to ask the court for an injunction.
- **30 days:** most claims must start within 30 calendar days, beginning with the day you first knew, or ought to have known, the grounds. The guidance says that is usually when you get information that lets you identify the breach (paragraph 47).
- **Extensions:** the court can extend the 30 days only for a good reason, and never beyond 3 months from that same day (paragraph 49).
- **Where:** the guidance notes that the Technology and Construction Court deals with public procurement claims (paragraph 50).
- **What a court can do:** before the contract is signed, set aside the decision, order a re-assessment or award damages; after it, award damages, and set the contract aside only in limited conditions (paragraphs 27 to 35).

For a review rather than a court case, the Public Procurement Review Service (PPRS) takes supplier concerns about a specific procurement through an online form. The issue must have happened within the last 2 years, it can be at any stage, and its recommendations are non-binding. A referral doesn't trigger the automatic suspension: only court proceedings issued and notified during standstill do.

> **Two clocks, two kinds of day**
> Standstill counts working days. The 30-day limit for most claims counts calendar days from when you knew, or ought to have known, the grounds. Write both dates down the day the result arrives.

## If you won the contract

- **Contract details notice:** the buyer publishes it within 30 days of entering into the contract (120 for light touch contracts), and for contracts over £5 million publishes a copy of the contract within 90 days (section 53).
- **KPIs:** before entering into a contract over £5 million, the buyer must set at least three key performance indicators and publish them (section 52). It then assesses your performance against them at least once every 12 months and publishes the result (section 71). Frameworks and light touch contracts are exempt.
- **Breach and poor performance:** if a breach leads to termination, damages or a settlement, or you fail to improve after a proper opportunity, the buyer must publish that within 30 days (except on light touch contracts), and such a notice is a discretionary exclusion ground in future tenders (Schedule 7, paragraph 12).
- **Payment:** public contracts carry an implied term that valid, undisputed invoices are paid within 30 days, and the buyer must tell you without undue delay if it disputes one or thinks it invalid (section 68). A valid invoice needs at least your name, a description of what you supplied, the sum and a unique number.
- **Mobilisation:** plan staffing, insurance and KPI reporting during standstill, but avoid costs you can't recover if a claim suspends the contract.

## Turn feedback into your next win

Win or lose, the summary is free marking. Use it the same week:

1. **Keep a score log by question:** the criterion, its weighting, your score, the winner's score and the reason. After a few tenders it shows where you keep losing marks.
2. **Update your answer library:** rewrite the answers that lost marks while the reasons are fresh, and keep the high scorers as starting points.
3. **Request a call:** ask for general feedback on your two or three weakest answers. It isn't required, but buyers may give it.
4. **Reuse what scored:** note the evidence and commitments the evaluators credited, and use them again where they fit.

### When the result arrives

- [ ] Note the standstill end date and the 30-day claim deadline on the day the result arrives
- [ ] Check the summary gives a score and a reason for every criterion and sub-criterion
- [ ] Compare your scores with the winner's, criterion by criterion, to find the biggest gaps
- [ ] Send any question or concern to the buyer in writing before the standstill ends
- [ ] Log every score and reason in your score log, question by question
- [ ] Ask the buyer for a short feedback call on your two or three weakest answers
- [ ] Rewrite the answers that lost marks and file them in your answer library
- [ ] If you won, diary the KPIs, reporting dates and invoice requirements in the contract

APPENDIX A

# Bid checklist

Run through this before every tender. Each line comes from the chapter shown.

## Before you bid

- [ ] We know whether the buyer is a maintained school, an academy trust, a college or a council Ch. 1
- [ ] Find a Tender searches saved for education services in your regions, with email alerts on Ch. 2
- [ ] The reopening date of every open framework you missed is in your calendar Ch. 2
- [ ] We meet every condition of participation, or will by the date the buyer sets Ch. 5
- [ ] The weightings and the estimated value work for us at a profit Ch. 5

## Safeguarding and pupil data

- [ ] Enhanced DBS with children's barred list check for everyone in regulated activity Ch. 6
- [ ] Written confirmation of each worker's checks, sent to the school before the first session Ch. 6
- [ ] An allegations procedure that names the LADO route and how you work with the school Ch. 6
- [ ] ICO data protection fee paid and the registration number ready to quote Ch. 7
- [ ] A data processing agreement template covering security, sub-processors and deletion Ch. 7

## Get bid-ready

- [ ] Employer's liability certificate in date, with at least £5 million of cover Ch. 8
- [ ] Every certificate's expiry date in one list, with reminders a month ahead Ch. 8
- [ ] Insurance levels checked against the framework's minimums before we bid Ch. 10
- [ ] After any change, create a new share code and stop pasting the old one into new bids. Ch. 4

## Write and price

- [ ] A baseline assessment before the first session and the same measure at the end Ch. 9
- [ ] Price per hour or per programme, with VAT, what is included and the cancellation terms Ch. 9
- [ ] A written plan for each child: objectives, review dates and the route back to school Ch. 10
- [ ] Every part of the question answered, in the order the question asks Ch. 11
- [ ] Each claim backed by evidence the buyer could check Ch. 11

## After the award

- [ ] Note the standstill end date and the 30-day claim deadline on the day the result arrives Ch. 12
- [ ] If you won, diary the KPIs, reporting dates and invoice requirements in the contract Ch. 12

APPENDIX B

# Sources

## 1. How schools, academy trusts and councils buy education services


1. Procurement Act 2023, section 68: implied payment terms in public contracts legislation.gov.uk
2. Procurement Act 2023, section 84: regulated below-threshold contracts legislation.gov.uk
3. Procurement Act 2023, section 85: below-threshold contracts and suitability legislation.gov.uk
4. Procurement Act 2023, section 86: duty to consider small and medium-sized enterprises legislation.gov.uk
5. Procurement Act 2023, section 87: below-threshold notices legislation.gov.uk
6. Procurement Act 2023, section 88: below-threshold implied payment terms legislation.gov.uk
7. Procurement Act 2023, section 123: interpretation, including school legislation.gov.uk
8. Procurement Act 2023, Schedule 1: threshold amounts legislation.gov.uk
9. Procurement Act 2023, Schedule 3: estimating the value of a contract legislation.gov.uk
10. Procurement Regulations 2024, regulation 36A: supplier registration for below-threshold contracts legislation.gov.uk
11. Procurement Regulations 2024, Schedule 1: light touch services by CPV code legislation.gov.uk
12. Procurement Regulations 2024, Schedule 2: central government authorities legislation.gov.uk
13. Local Government Act 1972, section 135: contracts of local authorities legislation.gov.uk
14. PPN 023: 2026 threshold amounts (Cabinet Office) gov.uk
15. Cabinet Office: guidance on light touch contracts gov.uk
16. DfE: schemes for financing local authority maintained schools 2026 to 2027 gov.uk
17. DfE: find the right route to buy (buying procedures for schools) gov.uk
18. DfE: Route 1, use a framework agreement gov.uk
19. DfE: Route 3, get at least 3 quotes for low or medium value purchases gov.uk
20. DfE: Route 4, advertise and run a buying process under the threshold gov.uk
21. DfE: Route 5, run a process compliant with the Procurement Act 2023 gov.uk
22. DfE: Academy trust handbook 2026, effective from 1 October 2026 gov.uk
23. DfE: using pupil premium, guidance for school leaders gov.uk
24. DfE: College financial handbook 2026, effective from 1 August 2026 gov.uk
25. DfE: Get Information about Schools get-information-schools.service.gov.uk
26. DfE: Tutoring, guidance for education settings (May 2024) assets.publishing.service.gov.uk
27. DfE: buying consultancy, educational services, and design and build gov.uk
28. Find a Tender: Thurrock Council, tuition services market engagement notice 2025/S 000-035571 find-tender.service.gov.uk
29. Kent County Council: decision 25/00097, external tuition executive decision report democracy.kent.gov.uk
30. GOV.UK: late commercial payments, when a payment becomes late gov.uk
31. GOV.UK: interest on late commercial payments gov.uk
32. GOV.UK: claim debt recovery costs on late payments gov.uk


## 2. Finding education tenders: frameworks, dynamic markets and lists


1. Find a Tender: about the service and supplier accounts find-tender.service.gov.uk
2. Find a Tender: commercial tools search find-tender.service.gov.uk
3. Procurement Act 2023, section 16: preliminary market engagement legislation.gov.uk
4. Procurement Act 2023, section 17: preliminary market engagement notices legislation.gov.uk
5. Procurement Act 2023, section 36: dynamic markets, membership legislation.gov.uk
6. Procurement Act 2023, section 49: open frameworks legislation.gov.uk
7. Procurement Act 2023, section 87: below-threshold notices legislation.gov.uk
8. Procurement Act 2023, section 93: pipeline notices legislation.gov.uk
9. Cabinet Office: guidance on frameworks gov.uk
10. Cabinet Office: guidance on dynamic markets gov.uk

11. Cabinet Office: guidance on transitional and saving arrangements gov.uk
12. DfE: Route 3, get at least 3 quotes for low or medium value purchases gov.uk
13. DfE: Route 4, advertise and run a buying process under the threshold gov.uk
14. Find a Tender: Thurrock Council, tuition services pipeline notice 2026/S 000-012703 find-tender.service.gov.uk
15. Find a Tender: Thurrock Council, tuition services market engagement notice 2025/S 000-035571 find-tender.service.gov.uk
16. Find a Tender: Thurrock Council, out of school tuition open framework tender notice 2026/S 000-061735 find-tender.service.gov.uk
17. Find a Tender: West Northamptonshire Council, non-school alternative provision engagement notice 2026/S 000-007218 find-tender.service.gov.uk
18. Find a Tender: Royal Borough of Greenwich, tuition open framework tender notice 2025/S 000-076691 find-tender.service.gov.uk
19. Find a Tender: Royal Borough of Greenwich, tuition open framework award notice 2026/S 000-091754 find-tender.service.gov.uk
20. Find a Tender: Herefordshire Council, alternative education provision open framework 2025/S 000-073243 find-tender.service.gov.uk
21. Find a Tender: Staffordshire County Council, alternative provision light touch framework 2025/S 000-074296 find-tender.service.gov.uk
22. Kent County Council: decision 25/00097, external tuition executive decision report democracy.kent.gov.uk
23. Kent County Council: decision 25/00097, decision details democracy.kent.gov.uk
24. DfE: Academy trust handbook 2026, effective from 1 October 2026 gov.uk
25. DfE: Get help buying for schools, HR, people and professional services get-help-buying-for-schools.education.gov.uk
26. DfE: Get help buying for schools, search results for tutoring get-help-buying-for-schools.education.gov.uk
27. Find a Tender: CPC Education Professional Services open framework award notice 2025/S 000-086000 find-tender.service.gov.uk
28. Procurement Services: Education Services framework Y25001 procurementservices.co.uk
29. DfE: buying consultancy, educational services, and design and build gov.uk
30. DfE: using pupil premium, guidance for school leaders gov.uk
31. DfE: pupil premium, including the strategy statement template gov.uk
32. DfE: inclusive mainstream fund for schools, conditions of grant 2026 to 2027 gov.uk
33. DfE: Get Information about Schools get-information-schools.service.gov.uk
34. Children and Families Act 2014, section 30: SEN and disability local offer legislation.gov.uk
35. DfE: alternative provision statutory guidance gov.uk

## 3. Find a Tender vs Contracts Finder vs ProContract: where you bid

1. GOV.UK: Transforming public procurement gov.uk
2. GOV.UK: Guidance on the central digital platform and publication of information gov.uk
3. Find a Tender service find-tender.service.gov.uk
4. GOV.UK: The Procurement Act 2023, a short guide for suppliers gov.uk
5. Procurement Act 2023, section 87 legislation.gov.uk
6. GOV.UK: Guidance on below-threshold contracts gov.uk
7. Procurement Regulations 2024, regulation 36A legislation.gov.uk
8. GOV.UK: PPN 019, requirements to publish on Contracts Finder gov.uk
9. The Procurement (Amendment) Regulations 2026 legislation.gov.uk
10. GOV.UK: Contracts Finder gov.uk
11. GOV.UK: Find a Tender gov.uk
12. GOV.UK: PPN 11/23, new thresholds gov.uk
13. GOV.UK: PPN 023, 2026 threshold amounts gov.uk
14. GOV.UK: Guidance on thresholds gov.uk
15. GOV.UK: Guidance on devolved contracting authorities gov.uk
16. Public Contracts Scotland publiccontractsscotland.gov.uk
17. The Procurement (Wales) Regulations 2024, regulation 5 legislation.gov.uk
18. The Procurement (Wales) Regulations 2024, explanatory note legislation.gov.uk
19. eTendersNI etendersni.gov.uk

20. ProContract: supplier registration procontract.due-north.com
21. ProContract: supplier help supplierhelp.due-north.com
22. ProContract: contracts register procontract.due-north.com
23. GOV.UK: UK1, the new pipeline notice gov.uk
24. GOV.UK: Guidance on time periods gov.uk

## 4. Find a Tender registration and share codes: what SMEs need

1. Find a Tender service find-tender.service.gov.uk
2. Government Commercial Function: Central Digital Platform factsheet gov.uk
3. Government Commercial Function: How to register your organisation and first administrator on Find a Tender gov.uk
4. Government Commercial Function: How to register your organisation and find your unique identifier gov.uk
5. Government Commercial Function: How an administrator completes and updates supplier information gov.uk
6. Government Commercial Function: New legislative requirements under the Procurement Act 2023 gov.uk
7. Procurement Regulations 2024, regulation 6 legislation.gov.uk
8. Procurement Regulations 2024, regulation 36A legislation.gov.uk
9. Procurement Act 2023, section 22 legislation.gov.uk
10. Procurement Act 2023, section 85 legislation.gov.uk
11. Procurement Act 2023, section 87 legislation.gov.uk
12. Procurement Act 2023, Schedule 6, paragraph 45 legislation.gov.uk
13. Government Commercial Function: Guidance on devolved contracting authorities gov.uk
14. Public Contracts Scotland publiccontractsscotland.gov.uk

## 5. Bid or no-bid: 10 checks before you start a public sector tender

1. Procurement Act 2023, section 15: planned procurement notices legislation.gov.uk
2. Procurement Act 2023, section 16: preliminary market engagement legislation.gov.uk
3. Procurement Act 2023, section 18: duty to consider lots legislation.gov.uk
4. Procurement Act 2023, section 19: award of public contracts legislation.gov.uk
5. Procurement Act 2023, section 22: conditions of participation legislation.gov.uk
6. Procurement Act 2023, section 23: award criteria legislation.gov.uk
7. Procurement Act 2023, section 28: excluding suppliers by reference to sub-contractors legislation.gov.uk
8. Procurement Act 2023, section 54: time limits legislation.gov.uk
9. Procurement Act 2023, section 68: implied payment terms legislation.gov.uk
10. Procurement Act 2023, section 93: pipeline notices legislation.gov.uk
11. Procurement Act 2023, Schedule 6: mandatory exclusion grounds legislation.gov.uk
12. Procurement Act 2023, Schedule 7: discretionary exclusion grounds legislation.gov.uk
13. Procurement Act 2023, Schedule 7, paragraph 13: acting improperly in procurement legislation.gov.uk
14. Procurement Regulations 2024, regulation 18: tender notices for the open procedure legislation.gov.uk
15. Public Contracts Regulations 2015, regulation 58: selection criteria (revoked; text as at 23 February 2025) legislation.gov.uk
16. GOV.UK guidance: conditions of participation gov.uk
17. Government Commercial Agency: assessing and monitoring the economic and financial standing of suppliers gov.uk
18. GOV.UK guidance: time periods gov.uk
19. GOV.UK guidance: exclusions gov.uk
20. GOV.UK guidance: pipeline notices gov.uk
21. GOV.UK guidance: preliminary market engagement gov.uk
22. PPN 002: Taking account of social value in the award of central government contracts gov.uk
23. Find a Tender: search notices and contracts find-tender.service.gov.uk
24. GOV.UK: Business transfers, takeovers and TUPE gov.uk
25. Transfer of Undertakings (Protection of Employment) Regulations 2006, regulation 3: a relevant transfer legislation.gov.uk

## 6. Safeguarding for school suppliers: what KCSIE 2026 and DBS require

1. DfE: Keeping children safe in education 2026 gov.uk
2. DfE: Keeping children safe in education 2026, full guidance (PDF) assets.publishing.service.gov.uk
3. DBS: checks for self-employed people and personal employees gov.uk
4. DBS: checks guidance for employers, voluntary organisations and third parties gov.uk
5. GOV.UK: DBS Update Service gov.uk
6. DBS: making barring referrals to DBS gov.uk
7. Conduct of Employment Agencies and Employment Businesses Regulations 2003, regulation 19 legislation.gov.uk
8. Conduct of Employment Agencies and Employment Businesses Regulations 2003, regulation 20 legislation.gov.uk
9. Conduct of Employment Agencies and Employment Businesses Regulations 2003, regulation 22 legislation.gov.uk
10. Education (Independent School Standards) Regulations 2014, Schedule, paragraph 19: supply staff legislation.gov.uk
11. DfE: Tutoring in education settings gov.uk
12. DfE: Out-of-school settings, safeguarding guidance for providers gov.uk
13. Ofsted: school inspection toolkit, operating guides and information gov.uk
14. Find a Tender: Staffordshire County Council, IA3354 Alternative Provision Light Touch Framework find-tender.service.gov.uk
15. Find a Tender: Crescent Purchasing, Education Professional Services award notice find-tender.service.gov.uk

## 7. Pupil data protection for school suppliers: UK GDPR and EdTech

1. DfE: Data protection in schools, role of data protection officers gov.uk
2. DfE: Data protection in schools, responsibilities gov.uk
3. DfE: Data protection in schools, procuring educational technology (EdTech) gov.uk
4. DfE: Data protection in schools, the Data (Use and Access) Act 2025 gov.uk
5. Data (Use and Access) Act 2025 (Commencement No. 9 and Transitional and Saving Provisions) Regulations 2026 legislation.gov.uk
6. UK GDPR, Article 28: processor legislation.gov.uk
7. UK GDPR, Article 33: notification of a personal data breach legislation.gov.uk
8. ICO: guide to the data protection fee ico.org.uk
9. ICO: data protection fee exemptions ico.org.uk
10. ICO: Edtech examined, key findings from our audits (PDF) ico.org.uk
11. ICO: Age appropriate design, a code of practice for online services ico.org.uk
12. DfE: Cyber security core standard for schools and colleges gov.uk
13. DfE: Generative AI product safety standards gov.uk
14. DfE: Tutoring in education settings gov.uk
15. DfE: Keeping children safe in education 2026 gov.uk

## 8. Which certifications do UK public sector tenders ask for?

1. Procurement Act 2023, section 22: conditions of participation legislation.gov.uk
2. Procurement Act 2023, section 56: technical specifications legislation.gov.uk
3. Procurement Act 2023, section 85: below-threshold contracts and suitability legislation.gov.uk
4. Cabinet Office: guidance on conditions of participation gov.uk
5. Cabinet Office: guidance on technical specifications gov.uk
6. ISO: ISO 9001:2026 quality management systems iso.org
7. ISO: ISO 14001:2026 environmental management systems iso.org
8. ISO: ISO 45001:2018 occupational health and safety management systems iso.org
9. UKAS CertCheck: search accredited management system certificates certcheck.ukas.com
10. PPN 014: Cyber Essentials scheme (Cabinet Office) gov.uk
11. SSIP: information for suppliers ssip.org.uk
12. SSIP: forum members ssip.org.uk

13. Veriforce CHAS: membership levels for contractors chas.co.uk
14. Constructionline: sub-contractor membership levels constructionline.co.uk
15. Constructionline: SSIP with Once For All Health & Safety constructionline.co.uk
16. Build UK: Common Assessment Standard builduk.org
17. BSI: PAS 91 construction prequalification questionnaires (withdrawn) knowledge.bsigroup.com
18. PPN 03/24: Standard Selection Questionnaire (Public Contracts Regulations 2015) gov.uk
19. GOV.UK: employers' liability insurance gov.uk
20. Employers' Liability (Compulsory Insurance) Regulations 1998, regulation 3 legislation.gov.uk
21. CQC: what registration is cqc.org.uk
22. NHS England: Data Security and Protection Toolkit dsptoolkit.nhs.uk
23. GOV.UK: PSV operator licences gov.uk
24. GOV.UK: how to apply for a PSV operator licence gov.uk

## 9. Winning tutoring and intervention work from schools and councils

1. DfE: Pupil premium overview, funding rates for 2026 to 2027 gov.uk
2. DfE: Using pupil premium, guidance for school leaders gov.uk
3. DfE: Pupil premium publications, including the strategy statement template gov.uk
4. DfE: Inclusive mainstream fund for schools, conditions of grant 2026 to 2027 gov.uk
5. DfE: Buying procedures for schools, find the right route to buy gov.uk
6. Education Endowment Foundation: One to one tuition educationendowmentfoundation.org.uk
7. Education Endowment Foundation: Small group tuition educationendowmentfoundation.org.uk
8. Education Endowment Foundation: Mentoring educationendowmentfoundation.org.uk
9. Education Endowment Foundation: Making a Difference with Effective Tutoring educationendowmentfoundation.org.uk
10. Education Endowment Foundation: Promising Programmes educationendowmentfoundation.org.uk
11. DfE: Tutoring in education settings (May 2024) gov.uk
12. DfE: Keeping children safe in education 2026 gov.uk
13. Ofsted: Education providers focus tutoring interventions on exam preparation (31 October 2023) gov.uk
14. DfE: Buying for schools, consultancy, educational services, and design and build gov.uk
15. Find a Tender: Royal Borough of Greenwich, tuition services open framework, tender notice find-tender.service.gov.uk
16. Find a Tender: Royal Borough of Greenwich, tuition services framework, contract award notice find-tender.service.gov.uk
17. Find a Tender: Staffordshire County Council, alternative provision light touch framework IA3354 find-tender.service.gov.uk
18. Find a Tender: Thurrock Council, tuition services, preliminary market engagement notice find-tender.service.gov.uk
19. DfE: Complete the school census, data items 2026 to 2027 gov.uk
20. HMRC: Education and vocational training (VAT Notice 701/30) gov.uk

## 10. SEND and alternative provision contracts: how councils commission

1. Education Act 1996, section 19: exceptional provision of education legislation.gov.uk
2. Education (Provision of Full-Time Education for Excluded Pupils) (England) Regulations 2007, regulation 4 legislation.gov.uk
3. Education (Provision of Full-Time Education for Excluded Pupils) (England) Regulations 2007, regulation 3 legislation.gov.uk
4. Children and Families Act 2014, section 42: duty to secure provision in an EHC plan legislation.gov.uk
5. Children and Families Act 2014, section 61: special educational provision otherwise than in schools legislation.gov.uk
6. DfE and DHSC: SEND code of practice, 0 to 25 years gov.uk
7. Kent County Council: decision 25/00097, external tuition executive decision report democracy.kent.gov.uk
8. Kent County Council: decision 25/00097, decision details democracy.kent.gov.uk
9. Find a Tender: Thurrock Council, tuition services, preliminary market engagement notice find-tender.service.gov.uk
10. Find a Tender: Royal Borough of Greenwich, alternative provision open framework, tender notice find-tender.service.gov.uk
11. Find a Tender: Royal Borough of Greenwich, alternative provision framework, contract award notice find-tender.service.gov.uk
12. Find a Tender: Royal Borough of Greenwich, tuition services framework, contract award notice find-tender.service.gov.uk
13. Find a Tender: Herefordshire Council, alternative education provision open framework find-tender.service.gov.uk

14. Find a Tender: Staffordshire County Council, alternative provision light touch framework IA3354 find-tender.service.gov.uk
15. Find a Tender: West Northamptonshire Council, non-school alternative provision framework, market engagement find-tender.service.gov.uk
16. Cabinet Office: Guidance on light touch contracts gov.uk
17. Procurement Act 2023, section 49: open frameworks legislation.gov.uk
18. Education Act 1996, section 463: meaning of independent school legislation.gov.uk
19. Children's Wellbeing and Schools Act 2026, section 43: expanding the scope of regulation legislation.gov.uk
20. DfE: Independent school registration gov.uk
21. DfE: Alternative provision, statutory guidance (February 2025) gov.uk
22. DfE: Non-school alternative provision, voluntary national standards (August 2025) gov.uk
23. DfE: Keeping children safe in education 2026 gov.uk
24. Ofsted: School inspection toolkit, operating guides and information gov.uk
25. DfE: Developing and delivering the Experts at Hand offer in year 1 gov.uk

## 11. How to write tender responses that score: a practical UK guide

1. Procurement Act 2023, section 19: award of public contracts legislation.gov.uk
2. Procurement Act 2023, section 23: award criteria legislation.gov.uk
3. Procurement Act 2023, section 24: refining award criteria legislation.gov.uk
4. Procurement Act 2023, Schedule 7, paragraph 13: acting improperly in procurement legislation.gov.uk
5. GOV.UK guidance: assessing competitive tenders gov.uk
6. GOV.UK guidance: competitive tendering procedures gov.uk
7. Government Commercial Function: bid evaluation guidance note (May 2021) assets.publishing.service.gov.uk
8. PPN 002: Taking account of social value in the award of central government contracts gov.uk
9. PPN 026: The Social Value Model gov.uk
10. PPN 017: Improving transparency of AI use in procurement gov.uk
11. GOV.UK: The Procurement Act 2023, a short guide for suppliers gov.uk

## 12. After the award: assessment summaries, standstill and feedback

1. Procurement Act 2023, section 50: contract award notices and assessment summaries legislation.gov.uk
2. Procurement Act 2023, section 51: standstill periods on the award of contracts legislation.gov.uk
3. Procurement Act 2023, section 52: key performance indicators legislation.gov.uk
4. Procurement Act 2023, section 53: contract details notices and publication of contracts legislation.gov.uk
5. Procurement Act 2023, section 68: implied payment terms in public contracts legislation.gov.uk
6. Procurement Act 2023, section 71: assessment of contract performance legislation.gov.uk
7. Procurement Act 2023, section 94: general exemptions from duties to publish or disclose information legislation.gov.uk
8. Procurement Act 2023, section 101: automatic suspension of the entry into or modification of contracts legislation.gov.uk
9. Procurement Act 2023, section 106: time limits on claims legislation.gov.uk
10. Procurement Act 2023, Schedule 7, paragraph 12: breach of contract and poor performance legislation.gov.uk
11. Procurement Regulations 2024, regulation 31: assessment summaries legislation.gov.uk
12. Cabinet Office guidance: assessment summaries gov.uk
13. Cabinet Office guidance: contract award notices and standstill gov.uk
14. Cabinet Office guidance: contract details notices gov.uk
15. Cabinet Office guidance: remedies gov.uk
16. Cabinet Office guidance: procurement oversight gov.uk
17. Cabinet Office guidance: devolved contracting authorities gov.uk
18. Health Care Services (Provider Selection Regime) Regulations 2023, regulation 12: the standstill period legislation.gov.uk
19. GOV.UK: Procurement Compliance and Oversight, including the Public Procurement Review Service gov.uk
20. GOV.UK Forms: raise a concern with the Public Procurement Review Service submit.forms.service.gov.uk
21. Find a Tender (central digital platform) find-tender.service.gov.uk

APPENDIX C

# Photo credits

- Cover: Pierre Blaché on Wikimedia Commons (CC0 1.0)
- Chapter 1: Rcsprinter123 on Wikimedia Commons (CC0 1.0)
- Chapter 2: Valeria Palesska on Pexels (Pexels License)
- Chapter 3: MJ Duford on Unsplash (Unsplash License)
- Chapter 4: Szymon Shields on Unsplash (Unsplash License)
- Chapter 5: Gabrielle Henderson on Unsplash (Unsplash License)
- Chapter 6: Sasun Bughdaryan on Unsplash (Unsplash License)
- Chapter 7: Andy Barbour on Pexels (Pexels License)
- Chapter 8: RONNAKORN TRIRAGANON on Unsplash (Unsplash License)
- Chapter 9: Gustavo Fring on Pexels (Pexels License)
- Chapter 10: Ono Kosuki on Pexels (Pexels License)
- Chapter 11: ANTONI SHKRABA production on Pexels (Pexels License)
- Chapter 12: sarah b on Unsplash (Unsplash License)

# Try OneTender on your next tender response

OneTender finds UK public sector tenders that fit your company, such as council tuition and alternative provision frameworks advertised on Find a Tender, checks bid or no-bid against the buyer's requirements and drafts each answer from your own policies, case studies and past bids. You approve every answer before anything is submitted.

It can't see the quotes a school asks for by email, and it doesn't run DBS checks or keep your single central record: those stay with you.

Autopilot, in early access, goes further: within rules you set, it finds tenders, writes the response and, on ProContract, registers interest and uploads it. You approve the answers and press Submit. Other portals get a ready-to-upload package of answers and documents.

Request a pilot: we set OneTender up with your documents on a video call and help with your next tender response. It's free on that response.

## onetender.uk/pilot

OneTender isn't affiliated with, endorsed by or partnered with any portal. ProContract is a Proactis product. This playbook is general information, not legal advice.

onetender