ENDORIENCE

ENDORIENCE PUBLICATION

A Tender Can Only Compare What the Client Has Made Comparable

How premium projects protect value before price competition begins

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ENDORIENCE POSITION

A tender is not a search engine for the correct project. It is a controlled comparison of offers against a requirement, risk basis and value logic the client must define before competition begins.

A FAMILIAR SITUATION

Three prices. Three different projects.

The tender return looks encouraging. Three credible contractors have submitted. The totals are close enough to suggest competition and far enough apart to invite negotiation. A preferred bidder seems likely to emerge within days.

Then the qualifications are read together. One bidder has excluded the specialist lighting controls. Another has assumed unrestricted night access. The lowest price replaces a bespoke assembly with a nominal equivalent, carries a provisional allowance for authority changes and relies on design information arriving earlier than the client programme allows. All three bids are arithmetically clear. They are not commercially comparable.

The problem did not begin with the bidders. Each business answered the project it believed it had received. Where the tender basis was incomplete, each created its own scope, risk position and delivery logic. Competition exposed the ambiguity; it did not resolve it.

The market answers the question it receives

A bidder cannot price an intention with the same confidence as a defined requirement. Unresolved information becomes an exclusion, contingency, qualification, optimistic assumption or later claim. Different bidders make different choices, so the totals may share a currency while describing materially different outcomes.

This is why more competition does not automatically create better value. Five bidders interpreting five different projects produce more data, not more comparability. The client's first procurement responsibility is therefore intellectual: to make the proposition askable.

Procurement systems in the EU, UK, US, Australia, GCC and World Bank operate under different legal frameworks, yet converge on a practical logic. Requirements and evaluation factors should be declared;

comparison should be meaningful; value is wider than lowest initial price; and the award should be defensible against the stated basis. [P02-P07]

KEY FINDING

Tender competition creates value only after the client has created comparability.

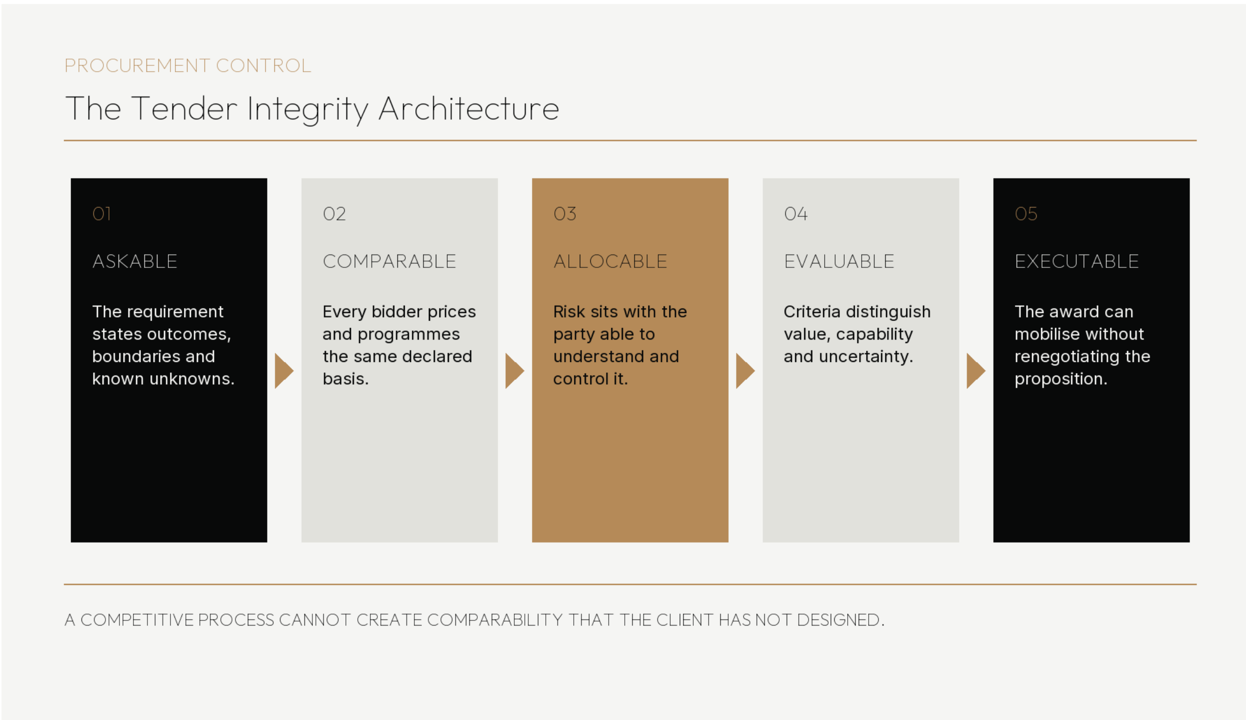

Figure 1. The Tender Integrity Architecture

Five conditions of procurement integrity

A requirement is askable when it states the outcome, technical boundaries, information status and known unknowns clearly enough for a capable bidder to demonstrate compliance. It separates mandatory performance from preferred expression and makes the evidence standard visible.

It becomes comparable when drawings, schedules, specifications, quantities, programme assumptions and commercial instructions operate on one declared basis. Compliant offers and alternatives are kept separate. Interfaces are named. If two bids show the same price, leadership can be reasonably confident that they represent substantially the same scope and risk position.

Risk must then be allocable. Transferring a risk in contract language does not mean the receiving party can understand or control it. Where the market cannot price a risk intelligently, it will price fear, exclude the exposure or return it through change. A credible tender makes client-retained risk, bidder-owned risk and provisional allowances visible.

Evaluation must distinguish a better proposition, not simply better tender writing. Technical quality, people, methodology, supply evidence, programme credibility, whole-life performance, commercial completeness and price all require evidence appropriate to the project. Finally, the award must be executable: contract, information releases, decision rights, change control and mobilisation must align so that selection does not begin a second negotiation of the fundamentals.

FROM ENDORIENCE PRACTICE

When equivalent stops being equivalent

Across multi-site projects, we repeatedly see the same chain. The designer defines a material and detail, the contractor simplifies it, and different delivery partners simplify it in different ways. The drawings may still look consistent. The completed locations do not.

High-premium materials are often replaced with cheaper products chosen for visual similarity. On a schedule or a screen, the substitution can appear harmless. In use, material truth is harder to disguise. Marble has a coldness and depth that a plastic imitation does not. Standard glass carries a tint that ultra-clear glass avoids; around jewellery, that difference affects how light reaches the stone and how it appears to the customer.

A tender must therefore define equivalence through the characteristics the customer and operation will experience, not through appearance alone. Without that basis, each contractor can offer a different interpretation of acceptable simplification, and a multi-location programme will multiply the variation.

BID EVALUATION

Separate price from uncertainty

OFFER	DECLARED PRICE	EXCLUSIONS	RISK BASIS	DELIVERY CONFIDENCE	NORMALISED VIEW
A	€4.2m	Low	Clear	High	Credible base
B	€3.8m	Material	Transferred	Medium	Higher exposure
C	€4.0m	Unclear	Unpriced	Low	Not comparable

THE LOWEST DECLARED PRICE MAY BE THE LEAST COMPLETE DESCRIPTION OF COST.

Figure 2. Separate price from uncertainty

Clarification is not a substitute for preparation

Clarification is legitimate when it resolves ambiguity inside a stable competition. It becomes destructive when the client uses it to finish the brief, redesign risk allocation or negotiate materially different requirements with different bidders. Supplier effort grows while the comparison basis deteriorates.

The responsible response to a material change is explicit. Amend the tender. Give equal information. Allow proportionate time. Revalidate the evaluation basis. This may feel slower than a private clarification sprint, but it protects bid validity, trust and the credibility of the eventual award.

Early market engagement can prevent this situation when it is used to test capability, packaging, lead times, standards and risk before the competition hardens. The Construction Playbook and other procurement frameworks support this use of market intelligence to improve the requirement, not to ask bidders to complete unpaid design after release. [P02, P04-P06]

The pre-tender evidence baseline

Before release, leadership should be able to see one controlled baseline: the outcomes the project must protect; the coordinated scope and interfaces; the technical performance requirements and equivalence rules; the status of site, landlord and authority information; the programme assumptions and client obligations; the risk allocation and provisional items; the evaluation logic; and the intended contract and mobilisation conditions.

The baseline does not pretend that nothing will change. It creates a common starting point from which change can be understood and valued. Without it, every bid contains a private baseline and the client discovers the differences only after the apparent winner has been selected.

The executive implication

DECISION REQUIRED

Authorise tender when the requirement, comparison basis, risk allocation, evaluation logic and mobilisation route form one executable system - not simply because the calendar says the market must be engaged.

The purpose of tendering is not to create the appearance of certainty through competitive pricing. It is to select the delivery proposition most capable of protecting value under a declared basis.

A good tender does not ask the market to decide what the client means. It enables the market to show who can deliver it best.

Evidence notes

EVIDENCE USED IN THIS PUBLICATION

P01 ENDORIENCE (2026). ENDORIENCE consulting products. Source
P02 UK Cabinet Office (2022). The Construction Playbook. Source
P03 European Union (2014 / consolidated 2022). Directive 2014/24/EU on public procurement. Source
P04 World Bank (2025). Procurement Regulations for IPF Borrowers, Sixth Edition. Source
P05 Australian Department of Finance (2025). Commonwealth Procurement Rules 2025. Source
P06 Saudi EXPRO (Current). National Manual for Project Management - Contracts. Source

P07 Acquisition.gov (2026). FAR Part 15 - Contracting by Negotiation. Source

P08 Royal Institute of British Architects (2020). RIBA Plan of Work 2020. Source

P09 U.S. General Services Administration (2024). Facilities Standards for the Public Buildings Service (P100). Source