

Demystifying RFPs – Getting Better Supplier Responses



Procurement and Supply Chain Management Made Simple.

Foreword – Why Procurement Requests Go Wrong

A Request for Proposal (RFP) should help buyers understand the market and help suppliers explain how they can create value. Too often, the opposite happens. Requirements are vague, documents grow excessively long, specifications unnecessarily dictate solutions, and evaluation criteria fail to reflect what genuinely matters. The result is predictable: suppliers make assumptions, add contingencies, decline to bid, or submit proposals that cannot be meaningfully compared.

The problem is commercial, not administrative. Poorly designed RFPs reduce competition, increase bid costs and weaken outcomes in both the public and private sectors. The government's National Procurement Policy Statement, published in February 2025, puts United Kingdom (UK) public procurement at around £400 billion a year. The Procurement Bill's impact assessment used illustrative scenarios suggesting savings of £4 billion to £7.7 billion annually through increased competition, so even modest improvements matter.

Competition is also weaker than many assume. The National Audit Office (NAO) examined large central-government contracts awarded between January 2021 and January 2023 and found that 20% of those using open competition attracted only one bid. Of more than £100 billion awarded by major departments in 2021–22, only around two-thirds was subject to some form of competition. A single response offers no comparison, no tension and little assurance about value.

Overcomplication is particularly damaging. Buyers sometimes equate length with rigour, producing hundreds of questions, duplicated information requests and extensive schedules that add little to the final decision. Suppliers must allocate bid managers, technical specialists, finance teams and legal advisers to respond. Smaller suppliers without dedicated bid departments are disproportionately affected, so excessive burdens narrow competition precisely when buyers should be attracting capable alternatives and innovative market entrants.

Over-prescription and vagueness create opposite failures. When buyers dictate exactly how services must be delivered, they may reproduce the incumbent model and close off better solutions. When volumes, responsibilities or service levels remain unclear, one bidder includes costs another excludes, creating price differences that reflect assumptions rather than efficiency. Whatever remains unresolved during procurement usually resurfaces after award as qualification, change control, or dispute, at a much higher cost.

The strongest RFPs therefore balance clarity with flexibility, discipline with proportionality and control with genuine competition. They give suppliers enough information to understand the opportunity, identify what is mandatory, explain how proposals will be evaluated and avoid demanding information that will not influence the decision. Better supplier responses do not start with better writing from bidders. They begin with better thinking from buyers about the requirement, the market and the intended commercial outcome.

What Is an RFP?

An RFP is a structured invitation that asks suppliers to explain how they would meet a defined business need, the commercial terms they propose, and the value their solution would create. Unlike a simple request for price, it lets buyers assess methodology, capability, service, risk, implementation and cost together. It is therefore most useful when different suppliers can reasonably propose different ways to achieve the same required outcome.

Within the sourcing cycle, the RFP sits between identifying a requirement and selecting the supplier best able to deliver it. It turns a business need into a competitive market proposition, gives every bidder common information and creates a framework for comparable responses. In private-sector procurement, the buyer largely determines its form. In public procurement, the label matters far less than compliance with statutory procedures, transparency duties and published procurement documents.

Those statutory procedures changed on 24 February 2025, when the Procurement Act 2023 came into force for new procurements in England, Wales and Northern Ireland, replacing the Public Contracts Regulations 2015 and related regimes. Scottish devolved authorities follow separate rules. The Act never uses the term RFP. Instead, it regulates tender notices, conditions of participation, award criteria, assessment summaries and standstill periods for councils, National Health Service (NHS) bodies, government departments and other contracting authorities.

Buyers should therefore treat an RFP as more than an administrative document. It translates organisational objectives into a disciplined conversation with the supply market. The strongest RFPs explain what success looks like, identify genuine constraints and give suppliers enough freedom to demonstrate expertise. The objective is not to produce the largest document or the most questions, but to obtain credible proposals from which an informed commercial decision can be made.

Understanding the Main Request Types

A Request for Information (RFI) is primarily a market-learning tool. Buyers use it to understand available technologies, supplier capabilities, indicative commercial models or market capacity before deciding exactly what to procure. It is not a competitive award process. Used well, an RFI surfaces unrealistic assumptions early, identifies new entrants and helps procurement teams refine requirements before suppliers incur the much higher cost of preparing formal bids.

A Request for Quotation (RFQ) suits clearly specified, relatively standard requirements where price and straightforward commercial terms dominate the decision. If a buyer knows the exact product, quantity, delivery point and specification required, asking suppliers for elaborate proposals adds little value. An RFQ keeps transactional buying proportionate, although public bodies must still follow their own contract standing orders and, where values exceed the relevant thresholds, the statutory regime.

An Invitation to Tender (ITT) is a formal invitation to submit a tender against defined procurement documents and award criteria. Because the Procurement Act regulates procedures rather than document labels, a contracting authority's ITT will often contain many features that a private-sector buyer would describe as an RFP. The Act's competitive routes are the open procedure and the competitive flexible procedure, which authorities can design around their particular requirements.

The distinction is best understood by asking what the buyer needs from the market. An RFI helps the buyer learn, an RFQ obtains comparable prices for a well-defined requirement, an RFP invites competing solutions, and an ITT formally invites tenders within the chosen procedure. These documents can appear in sequence, but procurement teams should resist creating unnecessary stages merely because organisational templates have historically included them.

Proportionality matters because every procurement document creates work for both buyer and supplier. Crown Commercial Service (CCS) guidance emphasises that preliminary market engagement should reflect the opportunity's scale and value, because participation costs suppliers time, effort and money. The same principle should run through the whole sourcing process. Requiring a forty-page proposal for a routine purchase can suppress participation just as surely as inadequate documentation undermines a complex strategic procurement.

When to Use an RFP

An RFP adds most value when the buyer understands the required outcome but benefits from suppliers proposing different delivery methods. Typical examples include technology, outsourcing, consultancy, facilities management, logistics, planned maintenance programmes and complex professional services. In these categories, price alone rarely establishes value. Implementation approach, resilience, integration, resource capability, transition risk and whole-life cost may distinguish an excellent proposal from a superficially inexpensive one.

Complex technology procurement illustrates the point. In January 2025, the NAO reported that programme teams often award technology contracts quickly under delivery pressure, sometimes before fully understanding what they need, and that commercial teams do not always involve in-house digital experts at the right point. Large-scale digital transformation programmes have seen cost increases of billions of pounds. An RFP helps only when preceded by sufficient discovery, technical understanding and commercial preparation.

RFPs are also useful where innovation has economic value. A social landlord rethinking its responsive repairs service, a retailer replacing an ageing distribution network or a hospital trust automating manual processes may understand the business problem without knowing the best technical answer. A well-designed RFP lets suppliers demonstrate alternative operating models and quantify benefits that disappear when procurement reproduces the incumbent arrangement as a detailed specification.

Value and risk should influence the choice more than habit. A £200,000 specialist service with substantial operational dependency may justify a more rigorous process than a multimillion-pound purchase of standard commodities. For contracting authorities, thresholds also matter. From 1 January 2026, the thresholds, including Value Added Tax (VAT), are £135,018 for central-government goods and services, £207,720 for sub-central authorities, and £5,193,000 for works contracts.

When Not to Use an RFP

An RFP is unnecessary when the requirement is simple, standard and readily comparable. If an organisation needs a defined quantity of catalogued goods meeting an established specification, a quotation, framework call-off, or other proportionate route may deliver a faster, equally robust result. Lengthy methodology questions do not automatically improve governance; they increase transaction costs, discourage smaller suppliers and distract evaluators from the factors that genuinely determine value.

Existing arrangements should be considered before launching a fresh competition. In July 2024, the NAO estimated that the public sector spends around £125 billion a year on common goods and services, with about £25 billion passing through CCS frameworks in 2022–23. Frameworks already accounted for 72% of large central-government contracts awarded in 2021–22, up from 43% in 2018–19. Re-procuring something already available through a suitable route duplicates effort without improving the outcome.

Frameworks carry their own risks, however. The same 2024 NAO report noted that third-party data providers had identified between 8,000 and more than 21,000 public-sector frameworks, with commissions on some reaching 5% to 6%, against a CCS levy averaging 0.7%. Social landlords using housing frameworks or consortia should therefore test whether a route offers genuine competition, appropriate lots and fair fees, rather than assuming every compliant framework represents value.

Urgency can justify a different route but never excuses poor planning. The Procurement Act permits direct award in cases of extreme, unavoidable urgency, but that route is narrow and generally requires a transparency notice. A simpler approach may also suit a narrow market where every credible supplier offers a substantially standard solution. There, the commercial challenge lies in price, capacity, delivery or contract terms rather than solution design, so effort should follow the decision.

Avoiding an RFP should never mean avoiding analysis. Even a straightforward RFQ requires clear specifications, accurate quantities, sensible contract terms and a defensible evaluation method. The underlying discipline remains the same: understand the need, choose the right route, provide consistent information and evaluate what matters. Good procurement is proportionate, not bureaucratic, and the best process is the least burdensome one that still protects competition, commercial value, operational requirements and organisational governance.

Start With the Requirement

The first question should not be which RFP template to use but which business problem the organisation is trying to solve. Documents written before answering that question tend to reproduce historic arrangements, stakeholder preferences, or incumbent practices, creating competition for yesterday's solution. A disciplined requirements phase establishes objectives, users, demand, constraints, current costs, service weaknesses, risks and the measurable improvements the new contract must deliver.

Quantification strengthens that discipline. Buyers should understand volumes, transaction patterns, locations, asset condition, current expenditure and foreseeable change. Without reliable baselines, suppliers either price uncertainty or make assumptions that later become disputes. A housing provider tendering planned kitchen and bathroom replacements, for example, needs current stock condition data rather than a decade-old survey. Historical cost provides useful context, but it should not automatically become the future budget.

The failed FiReControl programme shows what weak foundations cost. The NAO reported in July 2011 that the Department for Communities and Local Government wasted at least £469 million by starting the project quickly, relying on inaccurate cost and benefit estimates, accepting an unrealistic timetable, and agreeing an inadequate contract. The project was terminated in December 2010 with no working system delivered and eight of nine regional control centres standing empty.

Requirement definition also needs challenge. Stakeholders naturally describe what they know, often turning existing processes into mandatory features. Procurement should ask which requirements are legally necessary, which protect operations, which create value and which merely preserve custom. Technical specialists should explain genuine dependencies, while finance tests affordability. Removing an unjustified constraint before publication is far easier than discovering during evaluation that the strongest supplier cannot meet it.

Define the Problem, Not the Solution

Outcome-based procurement describes the result required rather than prescribing every step a supplier must take. A council seeking cleaner streets may need defined cleanliness, response and reporting standards without dictating every route, shift pattern or vehicle configuration. That distinction gives suppliers room to apply operational knowledge and technology, and it shifts evaluation towards measurable performance rather than compliance with a buyer-designed process that may already be outdated.

For contracting authorities, the law reinforces this principle. Section 56 of the Procurement Act prevents procurement documents from referring to design, a particular licensing model, or descriptive characteristics where they could instead refer to performance or functional requirements. Functional requirements describe what goods, works or services must do; performance requirements describe how well they must do it. Prescriptive requirements

remain lawful where performance or functional terms would not be appropriate.

Software provides a useful illustration. A buyer might legitimately require interoperability with existing systems, defined response times, security controls, availability levels and data portability. Prescribing a particular architecture or licensing model without good reason could exclude suppliers who meet the need differently. Cabinet Office guidance uses software interoperability and response efficiency as examples of performance or functional requirements, protecting essential interfaces while leaving solution design open to competition.

Outcome-based requirements are not vague requirements. Suppliers still need measurable expectations, service boundaries, constraints and acceptance criteria. "Improve customer service" is not an adequate outcome because nobody can price, deliver or evaluate it consistently. "Answer 90% of repair calls within sixty seconds while meeting specified quality and accessibility standards" is far closer to a usable requirement. The skill lies in defining success precisely without dictating how to achieve it.

Private organisations benefit from the same discipline even though the Procurement Act does not apply to them. Over-specification can lock a business into expensive technologies, constrain supplier creativity and import internal assumptions into the contract. A better RFP explains the business problem, operating environment and non-negotiable constraints. Suppliers then compete on their ability to solve the problem, giving the buyer genuine evidence about capability and the economics of alternative approaches.

Outputs, Outcomes and Specifications

An input specification tells the supplier what resources, materials or processes to use, such as staffing levels, equipment types, operating hours or detailed technical characteristics. Inputs are appropriate where safety, compatibility, regulation or operational control genuinely require them, but they also make the buyer responsible for designing the solution. If the prescribed method proves inefficient, the supplier may have little contractual freedom to improve it, even where better approaches exist.

An output specification describes what the supplier must deliver, such as completed maintenance tasks, processed transactions, training sessions or quantities of compliant products. Outputs are easier to measure than broad outcomes and suit services where activity itself matters. However, more output does not automatically mean better value. Paying for additional repair visits, reports or helpdesk tickets can reward activity rather than reliability, prevention or an improved resident or customer experience.

An outcome specification focuses on the effect the contract should create: higher system availability, lower energy consumption, fewer repeat repairs, reduced delivery failure or improved asset reliability. Outcomes can align supplier incentives with organisational objectives, particularly where the supplier controls the performance drivers. They require careful measurement, credible baselines, and sensible risk allocation, because suppliers should not be held accountable for results driven largely by factors outside their control.

Strong RFPs often combine all three. A facilities contract might prescribe statutory safety standards as inputs, define scheduled maintenance tasks as outputs and set asset availability or energy-reduction targets as outcomes. The mix should reflect what genuinely needs control. Cabinet Office guidance recognises that procurement documents may combine performance or functional requirements with design or descriptive ones, provided the overall specification remains proportionate and does not narrow competition unnecessarily.

Understand the Market First

Market understanding should precede formal competition. Buyers need to know how many credible suppliers exist, where capacity is constrained, which technologies are developing and what commercial models are normal. Without that intelligence, an RFP can demand something suppliers cannot economically provide, or bundle requirements in a way that reduces

competition. Preliminary market engagement is therefore a strategic activity, not a courtesy performed after the specification is effectively complete.

Section 16 of the Procurement Act expressly recognises preliminary market engagement, allowing contracting authorities to engage suppliers before publishing a tender notice to develop requirements, their approach to the procurement and their award criteria. Under section 17, an authority that carries out such engagement must publish a preliminary market engagement notice or explain in the tender notice why it has not. Engagement must not give any supplier an unfair advantage or otherwise distort competition.

CCS guidance identifies early engagement as a way to discuss the problem, improve specifications, encourage competition, understand likely cost and timescales and explore innovation, social value or net-zero opportunities. It recommends beginning at the concept stage. Methods range from questionnaires and one-to-one meetings to webinars and supplier days. The format should reflect market complexity, confidentiality and the information the buyer genuinely needs before finalising its procurement strategy.

Engagement can also reveal barriers affecting small and medium-sized enterprises (SMEs). In 2024–25, £2.33 billion, or 10%, of central-government spend through CCS commercial agreements went directly to 1,459 SMEs, which made up 75% of suppliers on those agreements: 33% micro, 28% small and 14% medium-sized. Disproportionate insurance demands, turnover thresholds, bid burdens or contract sizes can therefore exclude a substantial part of the available supplier base.

Policy now reinforces the point. Procurement Policy Note 001, issued in February 2025, requires central government departments to set three-year targets for direct spend with SMEs and, from April 2026, with voluntary, community and social enterprises. In March 2026, departments published targets expected to deliver over £7.4 billion a year directly to small businesses by 2028, with the Ministry of Defence aiming separately to reach £7.5 billion.

Publishing an opportunity does not, by itself, create competition; buyers need markets capable of responding. Early engagement can test whether lotting, contract length, risk allocation, transition arrangements or qualification requirements will attract enough credible bidders. For instance, a council packaging £30 million of highways work into a single ten-year contract may exclude regional contractors that could compete strongly for geographic lots. That intelligence allows redesign before restrictive assumptions become embedded.

Who Should Write the RFP?

Procurement should coordinate the RFP but rarely write it alone. The procurement lead brings market knowledge, sourcing strategy, evaluation design and commercial judgement. Operational stakeholders explain what the service must achieve and how failure affects users. Technical specialists identify interfaces, standards and genuine constraints. Finance tests affordability and pricing structures, while legal advisers convert commercial intent into enforceable terms. Together, they prevent documents that are internally consistent but operationally unrealistic.

Roles should be explicit from the start. A named business owner should remain accountable for the requirement, while procurement controls sourcing and evaluation governance. Subject specialists should own the accuracy of technical content rather than treating procurement as a transcription service. Finance should validate volumes, budgets and cost assumptions before publication, and legal input is most valuable while risk allocation is being designed, not after a preferred supplier has emerged.

The NAO's findings on technology suppliers are more broadly relevant here. Procurement quality deteriorates when key disciplines arrive sequentially rather than collaboratively. Technical teams should not design requirements alone, procurement should not invent operational priorities, and legal advisers should not be left to repair fundamental commercial ambiguity at the end. In social housing, resident representatives can add another valuable

perspective on service standards, accessibility, and communication expectations.

Evaluation design should involve the same core team that shapes the requirement. If service continuity is critical, it should appear in the specification, the questions, the evaluation criteria and the contract measures. If sustainability or resilience matters, those priorities should be traceable through every document. Misalignment occurs when stakeholders write requirements, procurement writes questions, and evaluators later apply separate criteria. A coherent RFP tells suppliers consistently and unambiguously what matters most.

What Should an RFP Contain?

A good RFP begins with context. Suppliers need to understand the buying organisation, the business problem, procurement objectives, intended contract duration, implementation timetable and operating environment. The document should explain what is changing and why, identifying relevant incumbent arrangements, locations, interfaces and dependencies where disclosure is appropriate. Background information should be factual rather than promotional, helping suppliers assess risk and decide whether they can credibly compete.

The requirement should then set out scope, volumes, service standards, technical needs, deliverables, dependencies and constraints. Suppliers should know which elements are mandatory and which allow alternatives. Data should be dated, and its status explained, distinguishing historical fact from forecast or estimate. Where volumes may vary, the commercial model should show how it treats variation. Hidden uncertainty rarely disappears; it simply re-emerges as assumptions, contingency or later change requests.

The RFP must also explain exactly how to respond. Response schedules should identify questions, word or page limits, requested evidence, pricing templates, declarations and submission rules. Evaluation criteria and weightings should direct bidder effort towards what matters. For contracting authorities, award criteria and the assessment methodology must comply with section 23 of the Procurement Act. Private buyers gain equally from transparency, because suppliers respond better when they understand how decisions will be made.

Issue contract documentation early enough for suppliers to price risk intelligently. Payment terms, liability, insurance, intellectual property, termination, indexation, data obligations, service credits and change mechanisms all affect price and appetite. Issuing onerous conditions only after selecting a preferred bidder weakens competitive leverage and reopens fundamental issues. Proposals are not comparable if one supplier priced the stated contract while another assumed extensive amendments would later be accepted.

Finally, the timetable should cover clarification, site visits or briefings, submission, evaluation, presentations, negotiation and anticipated award, with communication channels and confidentiality expectations stated clearly. Suppliers need reasonable time relative to complexity, because thoughtful, evidence-based proposals require people, data and internal approvals. A timetable that looks efficient on an internal project plan can still prove counterproductive if it prevents capable bidders, particularly smaller ones, from responding properly.

Writing the Scope

The scope defines the contract's commercial boundary. It should identify included services, products, sites, users, assets and activities, together with anything deliberately excluded. Ambiguity here is expensive because suppliers price different interpretations. One bidder may assume responsibility for an interface that another excludes, making headline prices misleading. A precise scope creates a common baseline, so evaluation compares genuinely equivalent offers rather than similar numbers built on different assumptions.

Responsibilities should be allocated explicitly between buyer, supplier and third parties. If the customer provides data, premises, equipment, licences, approvals or personnel, the RFP should state when and to what standard. Make supplier dependencies visible before pricing, especially during mobilisation, when access delays or incomplete information can derail

delivery. A responsibility matrix often achieves more than pages of narrative, exposing gaps, overlaps and hidden assumptions before implementation begins.

Interfaces deserve particular attention in multi-supplier environments. A technology provider may depend on a hosting partner, network operator and internal service desk; a repairs contractor may rely on a separate gas servicing contractor, a scaffolding subcontractor and the landlord's own contact centre. The scope should explain who coordinates these boundaries, how incidents are assigned and where service levels overlap. Otherwise, every supplier may meet its obligations while the overall service fails.

Finally, test a well-written scope from the supplier's perspective. Can an informed bidder determine what it must deliver, what the customer will provide, which risks it must carry, and how it will handle changes in demand? If not, the scope is unfinished. Clear boundaries support accurate pricing, meaningful competition, accountability and smoother mobilisation, while poorly defined ones create fertile ground for disputes and change claims in both sectors.

Give Suppliers the Right Information

Suppliers can only price and design against the information they receive. Volumes, transaction frequencies, site numbers, asset profiles, service hours, historical demand, and anticipated growth shape resource models and costs. Where information is incomplete, bidders either make assumptions or price uncertainty, and neither helps comparison. Procurement teams should provide reliable operational data, identify its source and age, and distinguish historic fact from forecast demand or management expectation.

Forecasts deserve particular care because suppliers base staffing, capacity, inventory and investment decisions on them. Never present a forecast as guaranteed volume unless the buyer genuinely intends to make that contractual commitment. Sensitivity ranges are often more useful than a single figure. Showing expected, low and high demand lets suppliers explain how pricing changes with volume, and helps buyers judge whether claimed economies of scale are real.

The Ministry of Justice's Transforming Rehabilitation programme shows the cost of fragile volume assumptions. The NAO reported in March 2019 that the Ministry had tested for a fall in volumes of only 2%. Yet, two years in, volumes were 16% to 48% lower than expected for the 21 privately owned community rehabilitation companies. Instead of an expected £269 million profit, those companies faced forecast collective losses of £294 million.

The consequences were substantial. The Ministry amended the contracts in 2017 to stabilise failing services, later moved away from payment by results, and announced in July 2018 that it would terminate the contracts 14 months early. The NAO calculated that the changes would cost taxpayers at least £467 million, comprising £296 million in additional payments and £171 million in termination costs. Optimistic forecasts shifted risk on paper but not in practice.

Current arrangements also provide essential context. Suppliers should understand incumbent service models, contractual interfaces, performance levels, known constraints and transition dependencies where disclosure is appropriate. In outsourcing, technology and facilities management, mobilisation costs vary substantially with staff transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, asset condition, data migration and incumbent cooperation. Suppressing awkward information rarely improves competition; it usually reappears as qualification or contingency.

Public procurement law reinforces this transparency. Section 21 of the Procurement Act requires tender notices or associated documents to contain information sufficient to allow suppliers to prepare tenders, and section 23 requires award criteria to be sufficiently clear, measurable and specific. The principle applies equally in the private sector: comparable bids require common assumptions, and common assumptions require buyers to disclose whatever materially influences solution design, risk and price.

Mandatory or Desirable?

Reserve mandatory requirements for matters that genuinely determine whether a supplier can perform the contract. Legal compliance, essential technical compatibility, safeguarding, required certifications, security clearances or minimum service capability may justify pass-or-fail treatment. Preferences should normally be scored rather than imposed as absolute conditions. When buyers label everything mandatory, they turn useful differentiation into exclusion and remove capable suppliers before assessing quality or value.

The distinction matters especially in public procurement. Under section 22 of the Procurement Act, conditions of participation may relate only to legal and financial capacity or technical ability. They must be a proportionate means of ensuring suppliers can perform, having regard to the contract's nature, complexity and cost. A requirement that excludes suppliers without contributing to successful delivery weakens competition and increases challenge risk rather than strengthening governance.

Turnover thresholds illustrate the danger. A buyer may instinctively seek a supplier with revenue many times larger than the contract, believing size automatically reduces risk. Yet excessive thresholds disadvantage SMEs without demonstrating better delivery capability. A £500,000 annual contract does not necessarily require a £50 million supplier. Assess financial standing against exposure, dependency, working capital, and operational resilience rather than prestige or organisational scale alone.

The same logic applies to experience. Requiring three identical contracts completed within the previous three years may feel reassuring, but it can prevent capable entrants from competing even where their people, technology and wider experience demonstrate competence. The Act also prevents technical conditions requiring prior contracts with a particular contracting authority. Buyers should identify the underlying risk they need evidence against, because relevant experience may matter greatly while exact replication may not.

A useful test is simple: if a bidder fails a requirement, would the organisation genuinely refuse to contract with it regardless of every other strength? If not, the requirement is probably desirable rather than mandatory. Separating the two categories improves transparency, widens competition and makes scoring more meaningful. It also prevents teams from discovering late in evaluation that they must reject an attractive proposal because of an unnecessary condition inserted months earlier.

Avoid Over-Specification

Over-specification occurs when the buyer dictates more of the solution than needed to protect the required outcome, and the consequences are as commercial as they are legal. If the specification reproduces the incumbent model line by line, suppliers compete mainly on their ability to imitate the past. Where they cannot redesign processes or substitute more efficient technology, their productivity advantage disappears, and competition narrows to margin rather than operating model.

Brand references carry particular risk. Section 56 of the Procurement Act prevents technical specifications from naming a trademark, trade name, patent, design, type, place of origin, producer, or supplier unless necessary to make the requirement understood. Where such a reference is necessary, the documents must make clear that offers of equivalent quality or performance will not be disadvantaged. Specifying a named boiler range "or equivalent" therefore differs from naming it alone.

Birmingham City Council's replacement of its finance and human resources systems shows how departures from a standard solution can escalate cost. The council intended to implement Oracle largely "out of the box", but introduced customisations, including a banking reconciliation function that failed to work properly. Initially estimated at £19 million, the programme's forecast cost had reached £144.4 million by January 2026, while the council struggled to produce auditable accounts.

Technology markets amplify the risk because they evolve faster than procurement

documentation. Requiring specified response times, cyber controls, data portability and interoperability may be essential; requiring a named architecture or delivery method may not be. Overly prescriptive requirements can exclude software-as-a-service or alternative integration models that offer lower whole-life cost. Good specifications identify non-negotiable constraints explicitly and leave everything else open enough for suppliers to demonstrate better value.

Avoid Vague Requirements

Vagueness creates the opposite problem. Asking suppliers to “provide excellent service”, “deliver innovation” or “ensure continuous improvement” offers little basis for pricing, evaluation or contract management. Bidders interpret these phrases differently, so their proposals are no longer directly comparable. One supplier may price extensive resources while another assumes a lighter service, and the apparent price difference then reflects assumptions rather than efficiency, creating risk for evaluation and delivery alike.

Ambiguous volumes are particularly dangerous. If a buyer states that demand is “approximately 10,000 transactions” without clarifying whether that means monthly, annual, minimum, maximum or average demand, suppliers create their own commercial interpretations, often protected by contingencies, stepped rates or qualifications. A better request explains historic volumes, seasonality, expected change, tolerances and whether any demand is guaranteed. Precision does not require certainty; buyers can describe uncertainty accurately and transparently.

Service levels also need measurable definitions. “Respond quickly” is vague; “acknowledge priority one incidents within fifteen minutes and restore service within four hours” is assessable. “High availability” is vague; a defined percentage with exclusions, measurement periods and calculation rules is not. The discipline matters because an RFP eventually becomes a contract, and requirements that cannot be evaluated objectively during procurement will rarely prove easier to enforce once delivery begins.

The public-sector consequences can be significant. Cabinet Office learning materials note that unclear requirements or procurement documents may lead to an unsuccessful competition. Where no suitable tenders are received, a contracting authority may need to terminate and restart the process or consider another lawful route. Restarting consumes buyer resources, delays delivery and imposes duplicated bidding costs on every supplier that responded in good faith to the original opportunity.

Vagueness also breeds post-award disputes. When expectations are unclear, each party naturally interprets the contract in its own commercial favour: suppliers treat additional activities as chargeable change, while buyers consider them included. Clear requirements reduce that friction by fixing boundaries, assumptions, dependencies and acceptance criteria before competition begins. Precision therefore protects relationships as well as price, because both parties understand what success means and who carries each material responsibility.

Ask Better Questions

RFP questions should reveal information that distinguishes between competing suppliers. Asking whether a bidder “understands the requirement” rarely achieves that, because every credible bidder will say yes. Better questions ask suppliers to explain how they would deliver a defined outcome, identify key risks, allocate resources, manage transition or respond to a realistic scenario. Evaluators can then compare methodology, judgement, depth of understanding and evidence rather than presentational confidence.

Scenario questions are particularly useful for complex services. Instead of asking a logistics provider to describe its customer service, the buyer could present a major delivery failure affecting several sites and ask how the bidder would prioritise recovery, communicate with stakeholders and prevent recurrence. Technology bidders might face a cyber incident; repairs contractors might address a damp and mould report from a vulnerable resident. Relevant

scenarios expose operational thinking that generic descriptions conceal.

Questions should also reflect the decision the buyer ultimately needs to make. If implementation risk is critical, several high-value questions may properly examine mobilisation, resource availability, data migration and governance. If innovation matters, suppliers should identify specific improvements, investment requirements, quantified benefits and dependencies. Heavily weighted questions that elicit only superficial information create the appearance of rigour without giving evaluators enough evidence to objectively distinguish capability.

Four principles improve question quality: each question should be relevant, specific, assessable and proportionate. The same issue should not be asked in different wording across sustainability, technical and commercial schedules. Suppliers should know what evidence is expected and be given sensible response limits. In public procurement, this supports the statutory requirement for clear, measurable, specific and proportionate award criteria; in private procurement, it reduces evaluator subjectivity and bid cost.

Evidence, Not Claims

A supplier saying it has “an excellent implementation record” is making a claim; showing that twenty comparable projects achieved scheduled go-live dates is providing evidence. Procurement should reward substantiation rather than confident language. Useful evidence includes performance statistics, reference contracts, case studies, certifications, audit findings, service-level results and improvement data. The strongest evidence connects directly to the capability being evaluated rather than relying on general organisational reputation.

Case studies are valuable when carefully framed. Buyers should ask suppliers to describe the original requirement, contract scale, actions taken, measurable results and lessons learned, naming the customer where confidentiality permits. A paragraph stating that a supplier has “supported several major organisations” tells evaluators little. A case showing service availability improving from 97.5% to 99.9%, with dates and clear responsibilities, gives procurement teams something concrete to verify and compare.

References should complement rather than replace evaluation. Previous customers can confirm delivery experience, but their opinions may reflect personal relationships, different contractual circumstances, or the supplier’s selective nomination. Procurement teams should therefore seek factual verification of contract value, scope, duration, performance outcomes and material issues. For strategically important contracts, demonstrations, operational visits or reference conversations may add assurance where proportionate and permitted by the published process.

Evidence requirements must remain linked to the contract. Award criteria under the Procurement Act must relate to the subject matter of the contract and be a proportionate means of assessing tenders. Evidence should therefore illuminate the proposed contract rather than become an unrestricted investigation into the supplier. Demanding extensive corporate documentation that cannot affect the award increases participation costs, particularly for SMEs, while adding nothing of value to the decision.

Evidence also strengthens the audit trail. Assessment summaries must explain scores by referencing information in each tender, so evaluators need identifiable evidence to support their conclusions. “Good response” is a weak justification; “the bidder provided a named mobilisation team, a twelve-week implementation plan and three comparable implementations completed on schedule” is defensible. Better evidence improves the award decision, supplier feedback and the organisation’s ability to withstand internal or external scrutiny.

Keep Responses Proportionate

Every RFP question imposes cost. Suppliers allocate bid managers, subject experts, finance teams, legal advisers and executives to competitive submissions, while buyers must later evaluate everything requested. A larger document therefore does not produce better

procurement. Requiring fifty pages when ten would suffice pushes unnecessary cost through the supply chain, and in commercial markets that cost ultimately influences pricing, appetite and decisions about whether opportunities are worth pursuing.

UK bidding has long been expensive by international standards. A 2013 study by the Centre for Economics and Business Research estimated that the average UK competitive procurement cost was £45,200, of which £37,200 fell on bidding suppliers. The EU average was £23,900, making the UK process roughly 90% more expensive. Although these figures are dated and should not be used to measure current bid costs, they show how disproportionate procurement processes can impose substantial costs on suppliers and buyers.

Response limits can improve quality rather than constrain it. A focused 750-word answer forces suppliers to select their strongest evidence and methodology, whereas unlimited narrative invites repetition, marketing material and disguised irrelevance. Limits should match question complexity, with tables, diagrams or appendices allowed where genuinely useful. A mobilisation plan may need more space than a business-continuity question, while a compliance declaration may need only confirmation and a supporting reference.

Duplication is particularly wasteful. Corporate history, sustainability policy, quality assurance and account-management arrangements often recur across questionnaires, technical schedules and contractual submissions. Procurement teams should map the information they collect before publication and ask for each fact only once. Under the Procurement Act, suppliers can already register core organisational information on the Central Digital Platform and share it across procurements, reducing repeated form-filling for standard details.

Government intends to go further. In its March 2026 response to the consultation on modernising public procurement, the Cabinet Office proposed a “tell us once” principle, allowing suppliers to submit core information only once rather than with every bid, alongside measures to reduce bidding bureaucracy for small businesses and charities. Private buyers need not wait; they can apply the same logic immediately through reusable declarations and well-structured schedules.

Proportionality also protects competition. Smaller suppliers cannot always justify the same bid expenditure as multinational competitors, particularly where contract values are modest or win probabilities uncertain. Excessive submission requirements therefore narrow the market before evaluation begins. The Procurement Act requires award criteria to match the contract’s nature, complexity, and cost, and the commercial lesson extends well beyond the public sector: procurement effort should match procurement risk.

Design the Evaluation First

Design evaluation before the questions because the two are inseparable. If a criterion matters enough to influence supplier selection, the RFP must obtain evidence against it. If information will not affect evaluation, procurement should question why suppliers are being asked for it. Starting with evaluation forces stakeholders to define success and prevents them from inventing criteria later to justify preferences that emerged only after bids were opened.

Under section 19 of the Procurement Act, contracting authorities award competitively tendered contracts to the most advantageous tender (MAT). Section 23 requires award criteria to relate to the subject matter, be sufficiently clear, measurable and specific, and be proportionate. Authorities must describe how tenders will be assessed and, where several criteria apply, their relative importance through weightings, ranking or another method. Evaluation design is therefore core procurement documentation, not an afterthought.

The 2012 InterCity West Coast rail franchise competition shows what happens when evaluation rules are not applied as designed. The Department for Transport miscalculated the financial guarantees bidders had to provide, omitted inflation, and exercised discretion the published process did not allow. After a legal challenge by Virgin Rail Group, the Public

Accounts Committee cancelled the award to FirstGroup in October 2012 and expected costs to reach at least £50 million.

Early design also exposes contradictions. Stakeholders may describe service quality as paramount while proposing a model weighted 70% to price, demand innovation yet allocate it 2% of the score, or call mobilisation critical without scoring it separately. Building and stress-testing the model before issue shows how hypothetical bids would perform and whether the weighting genuinely reflects organisational priorities, operational risk and whole-life value, before any supplier invests in bidding.

Thresholds require equal care. A buyer may decide that certain safety, implementation or technical criteria require a minimum score regardless of overall performance. Such rules protect essential outcomes, but they must be declared, and section 23 requires the assessment methodology to state whether failure against one or more criteria disqualifies a tender. Private organisations benefit from the same discipline, because pre-agreed criteria reduce the influence of personalities, incumbent familiarity and post-bid lobbying.

Scoring, Weighting and Value

A scoring model converts qualitative judgement into a structured decision, but numbers do not automatically make evaluation objective. A 0–5 scale needs clear descriptors explaining what constitutes an unacceptable, weak, satisfactory, good, excellent or exceptional response. Without anchors, one evaluator may regard three as average while another treats it as strong, and moderation becomes negotiation over personal interpretation rather than evidence measured against an agreed standard.

Weighting determines what the procurement actually values. A requirement described as strategically critical but weighted at 5% is unlikely to influence the outcome. Conversely, a 60% price weighting can overwhelm meaningful quality differences. Procurement teams should model plausible scenarios before publication, testing how high-quality, high-price and lower-quality, lower-price bids would score. Small weighting changes can alter results, particularly when several suppliers achieve closely grouped technical scores.

Small errors can decide large contracts. In *Braceurself Ltd v NHS England*, decided under the previous regulations, the incumbent lost a £32.7 million orthodontic services contract, scoring 80.25% against the winner's 82.5%. An evaluator had mistakenly treated a stair climber and a stairlift as different, awarding "good" rather than "excellent" for accessibility. The High Court found that, without the error, Braceurself would have narrowly won.

Yet the claim for damages failed. In January 2024, the Court of Appeal upheld the finding that the manifest error, although decisive, was inadvertent and made in good faith, and therefore not a sufficiently serious breach to justify damages. The lesson for buyers is uncomfortable rather than reassuring: an honest scoring mistake can still award a contract to the wrong supplier, so descriptors, evaluator training and moderation deserve serious investment.

The Procurement Act deliberately uses MAT rather than the former language of most economically advantageous tender. Cabinet Office guidance explains that contracts need not be awarded on lowest price and that price need not carry the greatest weighting. Where relevant, quality, technical capability, innovation and social or environmental factors can legitimately contribute to the assessment, provided they relate to the subject matter and remain consistent with value for money.

Price scoring also requires careful design. Simple relative formulas can create disproportionate effects where one exceptionally low bid pulls every other score downward. Buyers should test how formulas behave across realistic price ranges and consider whole-life cost where purchase price represents only part of the economic impact. Assessors should then score independently, record evidence and rationale, and moderate in a structured way that an independent reviewer could follow.

Price Versus Quality

Price matters, but the cheapest compliant offer is not automatically the best commercial outcome. Procurement should balance acquisition cost against service quality, implementation risk, resilience, operating efficiency and whole-life value. A low initial price becomes expensive if it brings poor service, excessive management effort, downtime or repeated corrective action. Equally, paying more is not inherently better. The objective is to choose the offer that delivers the strongest overall value against genuine priorities.

Weightings should follow the commercial risk profile. For a highly standardised commodity, a buyer may reasonably place substantial emphasis on price because compliant suppliers offer little meaningful quality differentiation. A complex technology implementation, outsourced service or safety-critical contract may justify far greater weight on technical competence, mobilisation and resilience. The key is not to adopt a habitual 60:40 or 70:30 split, but to ask which differences could materially affect delivery.

Risk should also shape value judgement. A proposal costing £4.8 million may be preferable to one costing £4.5 million if the additional £300,000 buys demonstrably stronger implementation, lower operational disruption and better lifecycle economics. Equally, evaluators should resist paying an unexplained premium simply because a bidder produced a polished technical response. Procurement needs evidence that additional quality has economic or operational worth, rather than treating quality scores as abstract numbers.

The evaluation model must ultimately make this balance visible. MAT gives contracting authorities flexibility, but it also places greater responsibility on them to justify how price and non-price factors together represent value. Weightings tell suppliers what the buyer values, shape where bidders invest effort and determine what eventually wins. If the model rewards the wrong behaviour, even an accurate evaluation will select the wrong supplier in either sector.

Make Pricing Comparable

Pricing schedules should require competing suppliers to price the same requirement on the same basis. Without that discipline, one supplier may include mobilisation, travel, licences and management overhead while another excludes them or assumes they are separately recoverable, so headline totals mislead. A well-designed schedule identifies mandatory cost categories, quantities, units, assumptions, indexation rules, optional elements and contract periods, showing evaluators exactly what each price represents.

Common assumptions matter most when demand is uncertain. A buyer might specify an evaluation volume of 100,000 annual transactions while making clear that actual demand could range between 80,000 and 120,000. Suppliers can then quote unit rates, volume bands and fixed charges consistently, and the evaluation model can test plausible scenarios rather than pretending a single forecast is certain. This exposes how each commercial model behaves when demand changes.

Social housing offers a familiar technique. Many landlords ask contractors to bid percentage adjustments against a published schedule of rates, such as the National Housing Federation schedule, and then evaluate those adjustments against a representative basket of historic orders. Done well, this produces genuinely comparable prices. Done poorly, with an unrepresentative basket, it rewards suppliers who load rarely used items while discounting the work most frequently ordered.

Request cost breakdowns where they improve decision-making, not merely because a template includes them. Labour rates, equipment, software, implementation, overheads, and margin help buyers understand cost drivers, spot potentially abnormally low tenders, and negotiate intelligently. Yet demanding granular open-book detail for a simple fixed-price product creates administration without value. The information requested should reflect a genuine need to assess affordability, sustainability, benchmarking and future change.

Whole-life cost frequently matters more than purchase price. A £900,000 asset requiring

£150,000 in annual maintenance over ten years costs £2.4 million in total, whereas a £1.1 million alternative costing £80,000 a year costs £1.9 million. Energy consumption, consumables, licences, upgrades, downtime, training, disposal and exit costs may all matter, and the Procurement Act's definition of a contract's subject matter expressly includes the life-cycle of the goods, services or works.

Contract Terms and Risk

Contract terms should appear early because suppliers price the obligations they must accept. Liability caps, indemnities, insurance, intellectual property, payment terms, termination rights, data responsibilities, warranties and service credits all affect price and willingness to bid. Introducing onerous provisions only after preferred-bidder selection weakens competitive tension and triggers prolonged negotiation over risks suppliers never priced. Commercial terms are part of the requirement, not an administrative appendix.

Risk allocation should follow control. Transferring a risk to a supplier it cannot influence does not make the risk disappear; it usually prompts the supplier to add contingency, seek insurance, or decline the opportunity. Buyers should ask which party can best prevent the event, manage its consequences and price the exposure efficiently. Intelligent contracting places risk where it can be managed most effectively, rather than treating maximum transfer as evidence of commercial strength.

Preliminary market engagement is the right moment to test those positions, revealing whether proposed liability caps, service-credit regimes or insurance levels are commercially workable before the tender launches. Terms should also match the commercial model. Long-term contracts usually need indexation because suppliers cannot responsibly fix wages, energy, or material costs indefinitely, and transformation contracts need controlled change procedures to avoid becoming obsolete before expiry.

Disproportionate risk particularly discourages SMEs. Unlimited liability, excessive insurance, or unrealistic contractual commitments can exclude capable participants without improving outcomes, and the Procurement Act prevents authorities from requiring contract-related insurance before award. Buyers should protect legitimate interests while recognising that competition weakens when only the largest organisations can absorb the proposed exposure. Proportionate terms broaden competition without sacrificing essential buyer protection.

Performance Measures and Service Levels

Key Performance Indicators (KPIs) translate contractual expectations into measures that can be monitored throughout delivery. They should focus on outcomes that matter rather than whatever is easiest to count. Availability, fulfilment accuracy, response times, right-first-time repairs, resident or customer satisfaction and environmental performance may all be appropriate. A useful KPI has a clear definition, target, data source, measurement frequency, owner and consequence for sustained underperformance.

Service levels should be equally precise. Buyers cannot manage 'prompt delivery' or 'high availability' effectively. A stronger requirement might state that 98% of orders must arrive within two working days, or that a system must achieve 99.95% monthly availability, with valid exclusions and calculation methods defined. Suppliers need these details when bidding because service levels drive staffing, infrastructure, redundancy, and cost, while buyers need them later to enforce them.

Statutory standards can set the floor. For social landlords in England, the first phase of Awaab's Law took effect on 27 October 2025, requiring them to investigate and make emergency hazards safe within 24 hours, with separate timescales for significant damp and mould. A repairs RFP that sets weaker response standards, or leaves them undefined, would leave the landlord carrying the regulatory risk. Service levels must reflect the legal obligations they support.

The Procurement Act adds specific requirements for major public contracts. Under section 52,

before entering a public contract estimated to be worth more than £5 million, a contracting authority must set and publish at least three KPIs, unless supplier performance cannot be appropriately assessed that way. The duty does not apply to frameworks, concession contracts, light-touch contracts, or utilities contracts awarded by private utilities.

Under section 71, assess performance against those KPIs at least once every twelve months and on termination, and publish the information as regulations require. Separate publication duties arise when a breach leads to termination, damages, or settlement, or when a supplier fails to improve unsatisfactory performance after being given a proper opportunity. Performance measurement therefore creates a public record that can inform future procurement decisions and scrutiny.

Invite Innovation Properly

Simply asking suppliers to “describe their innovation” rarely produces useful proposals. The question is too broad and invites generic descriptions of technology, culture or previous achievements. Buyers should instead identify the problem innovation should address: reducing energy consumption, eliminating manual processing, shortening lead times, improving resilience or lowering whole-life cost. Suppliers can then propose changes whose benefits, implementation needs and risks can be evaluated rather than merely admired.

Structure alternative proposals so they remain assessable. A buyer might require every bidder to submit a fully compliant base solution and separately invite a variant offering lower cost, faster delivery or stronger sustainability outcomes. That preserves comparability while giving suppliers room to improve the requirement. Without a compliant baseline, innovative proposals become difficult to compare because bidders may solve different versions of the problem or omit obligations others assumed.

The buyer should also decide who funds innovation and who receives the benefits. A supplier may need an upfront investment of £250,000 to automate a process and save £150,000 a year; over a five-year contract, gross savings could reach £750,000 before financing and implementation costs. The RFP should explain whether the buyer retains savings, shares them, reflects them in lower prices, or uses them to repay the investment, because commercial mechanisms determine deliverability.

Effective innovation requires tolerance for legitimate difference, not reduced discipline. Suppliers should explain the proposed improvement, evidence, implementation plan, dependencies, cost, expected benefits and measurement method, allowing buyers to distinguish genuine innovation from fashionable terminology. The competitive flexible procedure gives contracting authorities scope for dialogue, testing and demonstration. The objective, however, is better value rather than novelty: a conventional solution that saves £1 million may outperform impressive technology.

Structure the Response

A structured response makes suppliers easier to evaluate and reduces wasted bid effort. Buyers should provide a logical sequence covering qualification, technical questions, implementation, service management, pricing and contractual matters, with each question serving a defined evaluation purpose. Templates are especially useful where comparable data matter, because they require bidders to answer in the same format and reduce the risk of rewarding presentation style over underlying capability.

Word and page limits should reflect question complexity. A straightforward governance question may need 500 words; a detailed implementation plan might justify 1,500 words with supporting diagrams. Unlimited responses encourage repetition and lengthen evaluation, while overly tight limits prevent meaningful evidence. Buyers should state whether tables, graphics and appendices count towards limits, so that suppliers cannot gain unintended advantage by moving narrative into alternative formats.

Attachments need careful control. If suppliers can append unlimited policies, brochures,

certifications and case studies, evaluators may face hundreds of pages that were never required. The RFP should identify permitted attachments and state whether they will be scored. Evidence supporting an answer should be clearly referenced within that answer, because evaluators should not have to search an unstructured repository for information a bidder failed to present properly.

Submission instructions should remove uncertainty. They should identify the electronic portal or permitted delivery method, file formats, naming conventions, maximum file sizes, deadline, time zone and procedure for technical problems. Suppliers also need to know whether the buyer can accept late submissions, which matters particularly in public procurement, where equal treatment constrains discretion. Clear administrative rules protect competition by ensuring every bidder meets the same procedural requirements.

Consistent structure also helps after award. When responses follow the buyer's template, commitments in method statements, implementation plans, and pricing schedules can transfer directly into contract schedules and mobilisation plans. Contract managers then inherit a clear record of what was promised, by whom and when. Poorly structured submissions, by contrast, scatter commitments across narrative answers and attachments, making them easy to overlook once delivery begins.

Set a Realistic Timetable

A realistic timetable recognises that high-quality proposals require specialists, commercial review, pricing approval and executive sign-off. Complex procurements may also involve consortium coordination, subcontractor quotations or technical design work. Buyers seeking thoughtful proposals cannot issue extensive documents on a Friday and expect robust submissions ten working days later. Timetables should reflect contract complexity, market capacity and the information suppliers must obtain, rather than simply matching an internal project target.

The Procurement Act sets minimum periods but expects authorities to think beyond them. Under section 54, the baseline minimum tendering period for an open procedure is 25 days where tenders are submitted electronically, and all documents are available from the outset, rising to 30 or 35 days in other cases, with shorter periods permitted only in defined circumstances. Authorities must also consider contract complexity, site visits and likely subcontracting.

Clarification periods should give suppliers time to identify ambiguities and give the buyer time to answer meaningfully before the deadline. Closing the clarification period two days before submission may technically preserve the process but provides little practical benefit. When clarifications materially alter requirements, pricing assumptions or contract terms, procurement teams should consider extending the deadline, and section 54 expressly lists changes to tender documents among the factors authorities must consider.

Site visits can be essential where physical conditions affect pricing. Facilities management, construction, housing maintenance, logistics and engineering procurements may involve access constraints, asset condition or operational interfaces that documents cannot fully convey. Organise visits consistently, and share information given to one bidder where it could affect competition. Virtual briefings can supplement physical visits, particularly when multiple locations would otherwise impose disproportionate costs on suppliers.

Presentations, demonstrations and dialogue stages also need realistic scheduling. Technology demonstrations may require configured environments and specialist personnel, while solution workshops may need several disciplines in the room. Evaluators need time to read submissions before meetings and to record evidence properly afterwards. Compressing evaluation may save calendar days but increases inconsistency, fatigue and risk, so a timetable should protect decision quality as carefully as it protects the submission deadline.

Market resources are finite. Cabinet Office guidance advises contracting authorities to

consider suppliers' time and cost when designing preliminary engagement, including barriers affecting SMEs, and the principle remains relevant throughout competition. Unrealistic timescales can favour incumbents or large suppliers with dedicated bid teams, not because they offer better value, but because they can mobilise proposal resources faster than smaller and potentially stronger competitors. Realistic timetables widen the field at little cost.

Manage Clarifications Fairly

Clarification questions show that suppliers are engaging with the requirement; they are not necessarily evidence that the RFP has failed. Even carefully prepared procurements generate questions about scope, data, interfaces, commercial terms or evaluation. Buyers should therefore provide a formal channel, deadline and response process. Informal answers from different stakeholders create inconsistency and can leave suppliers bidding against materially different understandings of the same requirement.

Procurement should normally share questions and answers that could affect competing suppliers with all of them, while protecting commercially sensitive bidder information. The aim is a level playing field. If one supplier identifies an ambiguity affecting price, correcting it silently for that bidder alone creates an unfair advantage. The Procurement Act requires contracting authorities to treat suppliers equally unless a difference between them justifies otherwise, and private competitions benefit from the same discipline.

Buyer responses should answer the question rather than repeat the original specification. "Please refer to paragraph 6.4" is unhelpful if paragraph 6.4 caused the ambiguity. Where an answer changes the requirement, the buyer should issue an explicit amendment and identify the affected documents. Version control matters because suppliers need confidence that their pricing reflects the final requirement rather than a mixture of superseded schedules and clarification messages.

Also monitor clarifications for patterns. Twenty suppliers asking the same question suggests the underlying document needs amendment rather than twenty separate answers. Repeated questions about liability, volumes or evaluation may reveal a substantive design weakness. Procurement teams should treat clarification data as feedback on competition quality and improve their documents accordingly, rather than treating supplier questions as an administrative inconvenience to minimise.

Why Suppliers Decline to Bid

A procurement has no competitive value if credible suppliers decide not to participate. Bid decisions typically weigh contract value, probability of winning, proposal cost, delivery risk, customer reputation and strategic fit. A supplier may decline a £2 million opportunity if preparing the response costs £80,000, and it expects six competitors, particularly where requirements appear tailored to an incumbent or the evaluation offers little opportunity for differentiation.

Poor information is another deterrent. Suppliers hesitate to commit to fixed prices when volumes, asset condition, responsibilities or transition requirements remain uncertain, so they decline, qualify heavily or add contingency. Buyers sometimes interpret the resulting high price as opportunism when it actually reflects uncertainty created by the procurement itself. Better information therefore affects both participation and price, because suppliers compete more willingly when they understand the exposure they are being asked to accept.

Excessive contractual risk has the same effect. Unlimited liability, disproportionate insurance, aggressive service credits or responsibility for buyer-controlled dependencies can eliminate otherwise capable bidders, and larger organisations can often absorb or insure exposures that SMEs cannot. Removing unnecessary barriers improves competition, but only when the resulting opportunity remains commercially deliverable. Suppliers will not compete for contracts they expect to lose money on, no matter how accessible the process appears.

Timetables influence appetite too. Suppliers with strong operational teams may be unable to

assemble credible bids within an artificially compressed period. At the same time, incumbents enjoy an informational advantage because they already understand the assets, data and users. Insufficient discovery time therefore weakens genuine competition for challengers. Early engagement helps procurement teams test whether proposed timescales, contract terms and procedures are workable before asking suppliers to commit significant bidding resources.

Probability of success is ultimately decisive. Suppliers rarely object to losing a fair competition; they object to investing heavily where the outcome appears predetermined, evaluation lacks transparency or the buyer has a history of cancelling procurements. Repeatedly attracting only one or two bids should prompt scrutiny of the opportunity itself. Strong procurement creates a proposition worth competing for: understandable requirements, proportionate risk, credible timescales, fair evaluation and a realistic return.

Evaluating the Proposals

Evaluation should begin with independent scoring against the published criteria and assessment methodology. Each evaluator reads the relevant responses, records evidence and assigns a provisional score before discussing it with colleagues. Independent assessment reduces group influence and makes disagreement visible. It also strengthens the audit trail, because the moderated score can be traced back to individual reasoning rather than appearing as an unexplained collective judgement.

Moderation should reconcile evidence, not average opinions mechanically. If one evaluator awards three points and another five, the objective is to understand why their interpretations differ and agree on the score best supported by the tender. Evaluators should refer explicitly to the published descriptors and the bidder's evidence. Simple averaging can hide a genuine error by one assessor or dilute an insight only one specialist could recognise.

Evidence should drive every score. Comments such as "good answer", "weak proposal" or "preferred approach" are insufficient because they do not explain why one tender outperformed another. Cabinet Office guidance expects assessment summaries to state the score awarded for each relevant criterion and explain it by reference to information in the tender. Building that discipline into evaluation notes from the outset makes subsequent feedback and governance substantially easier.

Auditability matters because executives, auditors, unsuccessful suppliers, courts or regulators may later examine the decision. The NAO's 2022 investigation into government contracts with Randox Laboratories is instructive. The Department of Health and Social Care awarded Randox a £132.4 million testing contract on 30 March 2020, early in the pandemic, and 22 contracts worth up to £776.9 million were ultimately awarded to Randox or its strategic partner Qnostics.

Of that total, 60%, or £463.5 million, was awarded directly without competition under emergency rules. The NAO found no evidence that the contracts were awarded improperly. Still, documentation was inadequate: no records were provided of detailed negotiations or conflict-of-interest considerations for the first contract, and minutes were kept for only two of eight ministerial meetings involving Randox. Those gaps prevented positive assurance in the normal way.

Evaluation therefore needs disciplined records of scores, rationale, moderation decisions, conflicts of interest, clarifications and approvals. The Procurement Act requires contracting authorities to identify and mitigate conflicts of interest and to prepare a conflicts assessment before publishing a tender notice. Assessors should also be trained before reading bids. These controls do not make evaluation bureaucratic; they show that the stated rules, not personal preference, determined the result.

Do Not Reward the Best Bid Writer

A polished response can create an illusion of capability. Professional bid teams know how to

mirror evaluation terminology, build compelling narratives and present evidence attractively, whereas operationally strong smaller suppliers may write less elegantly despite excellent delivery records. Procurement teams therefore need to distinguish proposal quality from presentation quality. A persuasive document should score well only when relevant, credible evidence supports its claims.

Questions should make superficial writing difficult. Asking for named resources, implementation milestones, quantitative results, and examples of comparable delivery pushes responses beyond marketing language, while scenario questions show how proposed teams would handle real problems. Site visits, demonstrations and reference checks can add further assurance. The aim is not to penalise communication skill, which matters commercially, but to stop writing sophistication substituting for operational competence.

Evaluation descriptors influence this risk. If “excellent” means “comprehensive and convincing”, an experienced writer can maximise marks without demonstrating stronger delivery. Better descriptors require evidence of additional value, reduced risk, exceptional methodology or measurable benefit. Evaluators should ask what a response proves, not how impressive it sounds, and weigh specific people, processes, technology, previous outcomes, and quantified commitments more heavily than statements about culture or customer focus.

The issue particularly affects SMEs and new market entrants, which may lack dedicated bid departments yet offer deeper specialist expertise, innovation or personal accountability. The Procurement Act limits participation conditions to proportionate tests of legal and financial capacity or technical ability. Buyers should apply similar proportionality to qualitative evaluation, testing whether suppliers can perform the contract rather than rewarding corporate scale, presentation budgets, or fluency in procurement terminology.

Presentations, Negotiation and Final Offers

Presentations can validate written proposals, but buyers should decide their purpose and scoring status before the competition begins. The RFP should identify who must attend, which topics suppliers must address and whether presentation performance can change written scores. Unstructured discussion that influences evaluation creates inconsistency. Where presentations form part of the assessment, every bidder should face equivalent conditions, questions and time limits, with evidence recorded in the same disciplined way.

Demonstrations are particularly valuable when suppliers claim that a system, product or process already performs in a particular way. Rather than scoring a promise that software is intuitive, buyers can require bidders to demonstrate specified user journeys, revealing integration, speed, usability and reporting capability. Evaluation criteria should, however, distinguish existing functionality from customised prototypes or future development; otherwise, mature products may be compared with features that exist only in slides.

Negotiation creates value when it is structured and competitive. Controlled discussion can improve implementation plans, liability positions, pricing and performance commitments. Under the Procurement Act, negotiation is available only where a competitive flexible procedure includes it, and it must stay within the published procedure and documents; the open procedure offers no such stage. Private buyers enjoy greater freedom but should still record concessions consistently across bidders.

A Best and Final Offer (BAFO) can help after negotiation by giving every supplier an equal opportunity to submit its final commercial and technical position. It should not become an automatic extra round designed solely to extract another price reduction. Repeated BAFO stages damage trust, encourage bidders to hold back margin and unnecessarily extend the procurement. Buyers should know exactly which unresolved issues a BAFO is intended to settle before requesting one.

The UK Trade & Investment (UKTI) specialist services contract shows the danger of negotiating outside competition. After bids were submitted in October 2013, UKTI and PA

Consulting agreed to move specialists from another contract into this one, changing volumes and payment terms. Yet, the contract was awarded in 2014 on the original bid basis. The NAO reported in 2016 that this raised regulatory compliance questions and was unfair to other suppliers.

The financial effect was significant. PA's first-year revenue rose from £14.1 million to £18.8 million after the change, and the NAO found contradictions between the bid, clarification answers and contract about whether prices were fixed or variable and whether overheads were included. UKTI gave notice in October 2015, and the NAO concluded that both parties fell well below the standards expected in managing public money.

Due Diligence and Award

A high-scoring proposal is not enough if the supplier lacks capacity to deliver. Due diligence should confirm legal standing, financial resilience, technical ability, key resources, insurance arrangements and material dependencies before award, in proportion to contract risk. A strategically important £50 million outsourcing contract warrants deeper scrutiny than a routine £50,000 purchase, even where both suppliers performed strongly during evaluation, because the consequences of failure differ so markedly.

Financial checks should look beyond headline turnover. Profitability, liquidity, cash generation, gearing, working-capital requirements, and dependence on major customers may all matter, as may the proposed contract's effect on the supplier's finances. A rapidly growing supplier may appear sound, yet struggle to fund mobilisation. In contrast, a smaller supplier with strong cash reserves and modest debt may represent lower risk than turnover alone suggests.

Contracting authorities must operate within legal boundaries. Section 22 of the Procurement Act prevents conditions of participation that require audited accounts from suppliers not legally required to have them audited, or that require contract-related insurance to be in place before award. Authorities must also consider whether suppliers are excluded or excludable, including by checking the central debarment list. These rules prevent disproportionate barriers while still protecting public money from unsuitable suppliers.

References should verify relevant experience rather than collect compliments from friendly customers. Procurement teams can ask factual questions about contract size, scope, mobilisation, performance, relationship management, and significant problems, and, where appropriate, site visits or meetings with reference customers may provide stronger assurance. References should not quietly introduce new criteria after submission; the published process should define their role clearly and apply it consistently to every bidder.

Private-sector failures show why supplier dependency deserves scrutiny. In December 2022, the Financial Conduct Authority and the Prudential Regulation Authority fined TSB Bank a combined £48.65 million over its 2018 technology migration, which disrupted services for a significant proportion of its 5.2 million customers. The regulators found that TSB failed to adequately manage the operational risks arising from its outsourcing arrangements with third-party technology suppliers.

TSB also paid £32.7 million in redress to affected customers. The lesson for buyers in every sector is that supplier selection does not end with scoring. Buyers must test capability, resilience, and subcontracting dependencies before signing contracts and govern them rigorously afterwards. An organisation can outsource activity, but it cannot outsource accountability for the service its customers, residents or service users ultimately receive from the supply chain.

Final negotiations should close genuine outstanding issues rather than reopen the competition. Reconcile pricing, implementation dates, contract schedules, and agreed clarifications so the executed contract reflects the winning proposal. Under section 50 of the Procurement Act, every supplier that submitted an assessed tender receives assessment summaries before the contract award notice is published. Section 51 then normally applies a

mandatory eight-working-day standstill period.

Supplier Feedback

Supplier feedback is commercially valuable because every unsuccessful bidder has invested resources in the competition. A constructive explanation helps suppliers understand where they performed well, where evidence fell short and how future submissions could improve. Feedback such as “another supplier scored higher” provides little learning and damages market confidence. Buyers should explain decisions clearly without disclosing commercially sensitive information or drifting beyond the published methodology.

The Procurement Act formalises this for competitively tendered contracts. Assessment summaries must set out the authority’s assessment of each supplier’s tender and, where different, of the MAT, giving unsuccessful bidders a direct comparison. Cabinet Office guidance also encourages broader developmental feedback where useful, particularly for SMEs and new entrants. Suppliers that understand why they lost are more likely to improve and compete again, sustaining competitive pressure.

Vague or dismissive explanations carry a cost. Suppliers may conclude that future participation isn’t worthwhile, reducing the number of bidders and gradually weakening the buyer’s market. Poor feedback also increases challenge risk, because a supplier that cannot understand its score is more likely to suspect error. Clear, evidence-based explanations reduce that suspicion, even when the outcome disappoints, and demonstrate that the published rules decided the result.

Feedback also helps buyers. Supplier reactions can expose confusing specifications, unrealistic conditions, burdensome documentation, or evaluation criteria that didn’t work as intended. Procurement teams should therefore conduct a post-procurement review alongside bidder debriefs. If several credible suppliers independently raise the same issue, dismissing it as disappointment wastes valuable market intelligence. Strong procurement functions learn from every competition, not only from post-award contractual performance or formal challenge.

Common RFP Mistakes

The most common RFP mistake is beginning with a template rather than the business requirement. Procurement teams inherit historic questions, specifications and contractual clauses, then update names and dates. The resulting document may look comprehensive while containing requirements nobody can justify. Good procurement starts with the outcome, market and risk profile, then selects only the questions and documents needed to evaluate suppliers against those needs.

A second mistake is giving suppliers insufficient information. Missing volumes, unclear responsibilities, incomplete asset data, and unexplained incumbent arrangements create different supplier assumptions that contaminate both pricing and evaluation; the cheapest proposal may have assumed less. Imperfect information with transparent caveats usually beats concealed uncertainty, because buyers can request sensitivity pricing and see how different suppliers manage and price the same known risk.

A third is failing to strike the balance between prescription and vagueness. Excessive detail prevents suppliers from proposing better methods, technologies or commercial models, while vague requirements produce incomparable proposals and later disputes. The statutory test of clear, measurable, specific, and proportionate criteria captures this balance well: buyers need enough precision to evaluate confidently, while leaving suppliers enough flexibility to demonstrate expertise and innovation in how they achieve the outcome.

Poor evaluation design recurs frequently. Criteria may be invented after questions are written, weightings may contradict strategic priorities, and scoring descriptors may be too vague to distinguish proposals consistently. Some competitions let a low price overwhelm differences in material quality; others give substantial marks to generic corporate policies while barely

weighting implementation or operational performance. Evaluation should reward the factors that genuinely determine contract success.

Unrealistic timetables, disproportionate contractual risk and excessive bid documentation also suppress competition. Suppliers make commercial decisions about where to invest scarce bid resources, and an attractive contract becomes unattractive when response demands are excessive, or the probability of success appears low. The NAO has stressed that effective competition supports efficiency, innovation, and quality, while weak competition can drive higher prices and poorer public services for those who depend on them.

The final mistake is treating award as the end of procurement. A contract that cannot be mobilised, governed, measured, or enforced has not delivered value, no matter how well the evaluation was conducted. Requirements, pricing, KPIs, implementation commitments and contractual remedies must survive translation into the final agreement. Procurement should therefore design backwards from successful delivery, ensuring that everything important during tendering remains measurable and enforceable after signature.

The RFP Quality Checklist

Before release, procurement teams should confirm that they understand the business requirement. The RFP should explain the problem, intended outcome, scope, users, volumes, locations, constraints and principal risks. Stakeholders should distinguish genuine mandatory requirements from preferences and confirm that specifications do not unnecessarily prescribe the solution. If evaluators cannot explain why a requirement matters to successful delivery, procurement should question whether suppliers need to address it.

Second, test the information. Historical volumes, forecasts, asset data, current arrangements and operational assumptions should be accurate, dated and clearly described, with known uncertainty disclosed. Interfaces and responsibilities between buyer, supplier and third parties must be visible. Pricing schedules should produce genuinely comparable responses, stating whether mobilisation, implementation, travel, licences, indexation, and optional services are included, and considering whole-life cost wherever purchase price tells only part of the story.

Third, review the questions and evidence requirements. Every scored question should support an award criterion, and every criterion should attract enough evidence for meaningful assessment. Word limits should be proportionate, duplication removed, and unnecessary attachments eliminated. Use scenarios, demonstrations, references, or case studies where they build confidence, and ensure suppliers understand what a strong response looks like rather than inferring the buyer's priorities.

Fourth, stress-test evaluation and governance. Confirm scoring descriptors, weightings, pass requirements, evaluator roles, moderation arrangements, conflict declarations, and approval routes before bids arrive. Modelling several hypothetical submissions shows whether the weighting produces sensible outcomes. For covered public procurements, teams should confirm compliance with the Procurement Act's requirements on award criteria, assessment methodology, conditions of participation and assessment summaries. Evaluation records should support feedback and audit.

Fifth, review the commercial proposition from the supplier's perspective. Is the timetable achievable? Are liability, insurance and payment terms proportionate? Is the opportunity attractive enough to justify the bid effort, and could a capable smaller supplier compete? Have clarification and communication arrangements been explained? A technically compliant RFP can still fail commercially if credible suppliers conclude that the cost, exposure, or likelihood of winning does not justify bidding.

Case Studies – When Procurement Design Matters

The 2017 CCS water and wastewater competition shows how structured demand produces comparable offers. Working with regional buying organisations, CCS aggregated the requirements of 122 public-sector customers, representing combined spend of around £40

million, and ran a further competition in October 2017 using an electronic auction and sealed bids. Defined monthly and quarterly billing options gave every supplier the same specification and assumptions to price against.

The results were measurable. By the end of December 2017, 34 organisations, including government departments, councils, NHS trusts, schools and colleges, had signed call-off forms. Customers achieved an average reduction of 4% against the retail market average, with some approaching 10%, and annual savings ranged from £100 to £10,000 depending on estate size. Disciplined scope and competitive tension, rather than aggregation alone, made the offers easy to compare.

The Nuclear Decommissioning Authority (NDA) offers a sobering contrast. In 2014, after a two-year competition, it awarded the Cavendish Fluor Partnership a contract worth up to £6.2 billion over 14 years to decommission 12 sites. In July 2016, the High Court found that the NDA had wrongly determined the outcome and that, had it applied its own evaluation criteria correctly, it would have excluded the winning consortium.

The consequences were severe. The NDA paid £97.3 million to settle claims by Energy Solutions and its former partner Bechtel, and the NAO estimated the total cost to the taxpayer at upwards of £122 million, including legal and adviser fees. In 2017, the government announced it would end the contract nine years early, citing a significant mismatch between the work tendered and the work actually required.

Both cases turn on the quality of the information and rules fixed before bidding. CCS gave suppliers a common, well-defined basis for pricing, whereas the NDA's tendered scope did not reflect the work required and its evaluation was not applied as published. Read alongside the UKTI and InterCity West Coast experiences, they suggest that the costliest procurement failures rarely originate with bidders but in requirements, pricing rules and evaluation design.

The pattern holds across sectors. TSB's migration difficulties and Birmingham City Council's escalating system costs both show that weaknesses in understanding requirements, dependencies or supplier capability create liabilities long after contracts are signed. Strong procurement is therefore not one rigid procedure. It is proportionate commercial discipline, applied intelligently to the market, risk, and circumstances of each requirement, whatever sector the buyer operates in.

What Great RFPs Achieve

A great RFP creates competition rather than merely administering it. Suppliers understand the requirement, believe they have a realistic chance of winning and can distinguish themselves through capability, innovation, service and price. Because proposals rest on shared information and assumptions, their differences are meaningful rather than accidental. Competition then becomes a mechanism for discovering better solutions and better value, not a ritual preceding selection of an expected supplier.

Clarity reduces risk premiums. When scope, volumes, responsibilities and contractual terms are understood, suppliers need less contingency for unknowns, and comparable pricing makes whole-life cost visible. Clear, measurable service levels and KPIs improve post-award accountability because expectations established during competition carry directly into contract management. The commercial value of a good RFP therefore continues long after the procurement process formally ends and contract delivery begins in earnest.

Proportionality broadens participation. Sensible qualification requirements, manageable response lengths, and realistic timetables let specialist and smaller suppliers compete with larger incumbents, increasing innovation and competitive pressure. As central government departments now work towards published SME spend targets, accessible competitions are both a policy expectation and good commercial practice. The same economic logic applies across the private sector, where broader supply markets improve resilience and pricing.

Strong RFPs also improve relationships and make evaluation easier because they do the hard

thinking beforehand. Suppliers enter contracts understanding why they were selected, what they committed to deliver and how success will be measured, while buyers hold evidence of what was promised and why it represented value. Disagreements may still arise, but ambiguity is reduced. Great supplier responses are rarely accidental; well-designed procurement documents make them possible.

Summary – Better Questions, Better Proposals

The quality of supplier responses depends heavily on the quality of the request. Unclear requirements breed assumptions, excessive prescription stifles innovation, disproportionate risk discourages participation, and weak evaluation models reward the wrong behaviours. Suppliers cannot compensate for shortcomings that originate in the buyer's own process. Better outcomes therefore begin before the first RFP question is written, with a disciplined understanding of the need, the market and the desired result.

A strong RFP gives suppliers enough information to make informed commercial decisions. It explains volumes, forecasts, existing arrangements, constraints, and dependencies; distinguishes mandatory requirements from preferences; and describes outcomes without designing the supplier's solution. Its questions test capability rather than marketing skill. Its evidence requirements are proportionate, its pricing follows common assumptions, and its contract terms disclose the risks suppliers are genuinely expected to accept and price.

Evaluation must then honour what the RFP promised. Independent scoring, evidence-based moderation, and a documented audit trail protect the integrity of the award, as the Braceurself, InterCity West Coast, and NDA cases show from different angles. The Procurement Act 2023 reinforces these disciplines through clear award criteria, proportionate participation conditions, published methodologies and assessment summaries. Private buyers benefit equally, even where no statutory obligation applies.

The consequences extend beyond the immediate contract. Constructive feedback strengthens future competition, realistic timetables improve participation, fair risk allocation reduces hidden contingency, and clear performance measures improve contract management. A well-run competition also protects reputation because suppliers remember customers who communicate clearly, evaluate fairly, and negotiate consistently. They remember poor competitions just as clearly, and the strongest suppliers increasingly choose carefully where to invest their bidding effort.

Better questions therefore create more than better proposals. They produce better information for decision-makers, stronger commercial tension, clearer contractual commitments and a more reliable foundation for supplier performance. An RFP should never be judged by its page count or complexity. Its success depends on whether capable suppliers understand the opportunity, compete intelligently, and provide the buyer with enough credible evidence to select the solution that offers the greatest sustainable value.

Additional articles can be found at [Procurement and Supply Chain Management Made Simple](#). This site looks at procurement and supply chain management issues to assist organisations and people in increasing the quality, efficiency, and effectiveness of their product and service supply to the customers' delight. © Procurement and Supply Chain Management Made Simple. All rights reserved.

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