

A GUIDE FOR INFRASTRUCTURE CLIENTS

The Infrastructure Pre-Tender Assurance Guide.

Why capital projects come under pressure long before construction starts, and what to check before a package goes to market.

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Who this guide is for.

Written for the people accountable for a capital project before it reaches the market.

This guide is for programme directors, heads of infrastructure, commercial leads and the boards they report to, in public sector bodies, utilities, developers and regeneration bodies, and other organisations responsible for major capital investment.

It sets out the thinking behind CALON's approach to pre-tender and pre-award assurance: why the window before procurement matters, what tends to go wrong when it is skipped, and the framework CALON applies to check a project's readiness before a contractor is ever appointed.

It is written as a reference, not a sales pitch. Where it describes CALON's own method, in Sections 4 and 5, that is clearly signposted, so it can be read on its own merits.

Why projects fail before construction starts.

Infrastructure projects rarely fail because people cannot build them. They fail because of decisions made, or not made, long before anyone picks up a tool.

By the time a scheme reaches site, most of the conditions that will determine its outcome have already been fixed. The works information has been written. The contract has been drafted and amended. The design has been developed to a level of detail that is expensive to change. The tender has been issued and priced. Every one of those steps closes off choices that were, at an earlier point, still open.

In our experience, the projects that come under the most pressure during delivery share a small number of root causes, almost none of which are found on site:

“Scope was unclear before tender. Risk was misunderstood or left unallocated. Design decisions created avoidable cost. Contractual obligations were never properly aligned with what the project actually needed.”

None of these are failures of construction. They are failures of preparation, and by the time they surface as claims, variations or disputes, the opportunity to prevent them has already passed. The contractor did not create the exposure, they priced it, and then discovered it.

This is the case for an assurance step that sits before procurement, not after it, applying the same scrutiny to a package that an experienced contractor would apply when pricing it, but on the client's side of the table, while there is still time to act on what is found.

The hidden cost of incomplete tender information.

The cost of resolving an issue rises at every stage a project moves through.

What is a clarification before tender becomes a compensation event after it.

Incomplete or ambiguous tender information rarely announces itself. It does not usually stop a project reaching the market. Instead, it moves the cost of resolving it downstream, and changes who ends up carrying that cost.

Before tender, a gap in the works information is a drafting task. Once the tender has been issued, the same gap becomes a clarification that slows the process and may unsettle otherwise comparable bids. Once a contract has been signed, it becomes a compensation event, an early warning, or the opening position in a claim. Once construction is underway, it becomes a dispute, argued after the fact, with cost and time both already committed.

The pattern is consistent across the projects we see:

Unclear scope invites unfavourable pricing.

Where works information is ambiguous, contractors do not simply ask for clarification. Many price the risk in, or price it low and recover it later through change.

Unallocated risk finds its way back to the client.

Risk that is not clearly allocated in the contract does not disappear. It tends to return to whichever party is least prepared to argue about it at the time.

Design decisions taken for cost reasons create buildability problems.

A design that has not been checked against how it will actually be constructed and sequenced can carry hidden inefficiency that only becomes visible once a contractor starts pricing or building it.

None of this requires bad faith on any side. It is simply what happens when a package goes to market before it has been tested against the questions a contractor will ask of it.

Five questions every client should answer before issuing works information.

These are the questions CALON's reviews are built to answer. A client that can answer all five with confidence is in a strong position to go to market.

- 1 Is the scope complete, or does it rely on assumptions no one has written down?

Gaps and undocumented assumptions in works information are the single most common source of clarification requests, early variations and later disputes.
- 2 Has risk been allocated deliberately, or has it defaulted to whoever drafted the contract first?

Unintended risk transfer is rarely visible until it is tested, usually by the first significant change on site.
- 3 Would an experienced contractor be able to build this design as drawn, in the sequence assumed?

A design can be technically correct and still be inefficient, or impractical, to construct in the way the programme assumes.
- 4 Is cost embedded in the design that does not serve the project's actual requirements?

Design decisions made early, and rarely revisited, often carry cost that a later value engineering exercise would have removed at a fraction of the price.
- 5 Do the contract's amendments and pricing document say the same thing the works information does?

Internal contradictions between the contract data, pricing document and technical package are a common and avoidable source of dispute.

A consistent way to score readiness, and support a decision.

Every CALON engagement is scored against the same structure, so that a rating from one project means the same thing as a rating from another.

4	5	3
Lenses applied to every review Maturity levels, Absent to Robust Decisions: proceed, proceed with conditions, or hold		

The four lenses

01 Works information & scope Completeness, clarity and internal consistency of what is being tendered.	02 Commercial & contractual Risk allocation, drafting and alignment between contract, pricing and scope.
03 Buildability & deliverability Whether the design can be constructed efficiently, in the sequence assumed.	04 Design cost efficiency Cost embedded in the design that does not serve the project's requirements.

The five maturity levels

Level 1 Absent No meaningful provision.	Level 2 Emerging Partial or inconsistent.	Level 3 Established Defined and applied.	Level 4 Managed Measured and reviewed.	Level 5 Robust Embedded and resilient.
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A minimum of Level 3 is required across every lens applied. Any lens scoring Level 1 is reported as a hold recommendation, regardless of the other scores.

Three rules, tested before every engagement.

Independence is the product. The conflict screen runs before any engagement is accepted.

i
Client-side only
CALON works for the body that owns the project. Never the delivery side.
ii
Assurance, not delivery
CALON assesses. It does not execute, design, or construct.
iii
No self-assurance
CALON does not assure work it has shaped itself.

These rules exist because the value of an independent review depends entirely on the reviewer having no stake in the outcome. A client-side adviser who also stands to benefit from the delivery of the project, whether through a design role, a construction interest, or a prior hand in shaping the documents under review, cannot offer that independence, however good the underlying advice.

How an engagement runs.

Every CALON engagement runs the same way: scope agreed, fee fixed, report delivered to a defined timetable.

- 01

Get in touch.

Tell us which review fits, or ask us to recommend one, based on where the project is in its lifecycle.
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- 02

Fixed fee, in writing.

Scope and fee confirmed within two working days. Nothing proceeds until both are agreed.
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- 03

Sign and send.

A short NDA is signed, and the relevant documents are sent securely.
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- 04

We review.

The documents are assessed against the CALON framework. Findings are checked and calibrated internally before the report is drafted.
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- 05

Report and invoice.

A written report is delivered with ranked findings, a maturity rating and a clear recommendation.
-
- 06

Close-out.

Where the recommendation was proceed with conditions, we confirm those actions are closed once complete.
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A team that has been on the other side of the table.

CALON's chartered, director-level professionals bring decades of contractor-side delivery experience to the client's side, before a contractor is ever appointed. That experience spans NEC contracting environments, framework delivery models, regulated infrastructure and public procurement, across capital programmes, housing and regeneration, transport, utilities and energy.

CALON is independent by design. We do not prepare contractor submissions, act as designer, manage construction delivery, advise contractors, or provide post-award delivery services. Our only role is assurance, on the client's side, before commitment.

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