



Equivalency

Definitions

Case Law

NBS Clauses

Equivalency

- **NBS's or equivalent clause**
- **Name products or use Performance Specification (NGS GreenSpec A90)**
- **Time involved in checking contractors proposed alternatives**
- **make the contractor responsible for proving equivalency**

Leedsford V City Of Bradford

- 1956 Case law
- use of the term 'or otherwise approved' in a specification
- does not mean the architect must consider alternatives offered by the contractor
- nor that the architect must give a reason

Or Otherwise Approved

- does not suggest equivalency

Or Similar

- not the same
- weak term by comparison with equal

Or Equal

- Is OK in UK on non-government work

Or Equivalent

- Has greater meaning
- In Legal definitions in EU directives
- therefore in implementing UK law
- It is required on all Government work
- over a certain contract value threshold

Or Equivalent

- same performance
- Could be a different way to achieve the same performance?
- So could be different
- e.g. roof slate v clay tile
- Unless you describe profile, appearance and joint spacing, etc.

NBS & Equivalency

Equivalent Products: NBS Clause A31/200

- Where the Specification permits substitution of a product of different manufacture to that specified and such substitution is desired, before ordering the product notify the [CA] and, when requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories, and, where relevant, appearance.

Equivalent Products: NBS Clause A31/200

- Submit certified English translations of any foreign language documents.

Equivalent Products: NBS Clause A31/200

- Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole.

- **Nothing about environmental issues**

Equivalent Products: NBS Clause A31/200

- If such substitution is sanctioned, and before ordering products, provide revised Drawings, specification and manufacturer's guarantees as required by [CA].

- **Nothing about environmental requirements**

NBS Clause Guidance A31/200

- For Public Works contracts the phrase or equivalent should be inserted wherever products are specified by proprietary name.

Equivalent Products: NBS Clause A31/201a

- For Public Works contracts wherever products are specified by proprietary name and the phrase 'or equivalent' is not included, it is to be deemed included.

NBS Clause Guidance A31/201

- Clause 201 should be included as an insurance against inadvertent omission of or equivalent.
- NGS Note:
- Or omitted,
- because you can in non-government funded work
- On projects of values below a threshold

NBS Clause Guidance A31/201

- Preferred practice on private contracts is to delete clause 201 and specify each proprietary product according to circumstances, e.g.
 - Manufacturer: Vizking Ltd.
 - Product Reference: Vizking, 300 microns.
 - or equivalent.

NBS Clause Guidance A31/201

- **Manufacturer and reference:**
 - Vizking Ltd: Vizking 300 microns
or
 - Kryptonite Co. Ltd: Krypton 300
microns or
 - Clearstuf Ltd: CS 300 microns.

NBS Clause Guidance A31/201

- **Manufacturer and reference:**
 - A product certified by the British Board of Agrément.

Or Equivalent and Approved

- Here be dragons
- If a substitution occurs and you are not aware of it
- And you sign off a stage payment you have effectively approved the substitution
- If the substituted item fails your neck is on the block

GreenSpec & Equivalency

GreenSpec A90/115

Alternatives & Options:

- Ensure the Tender is strictly in accordance with this Specification and Drawings.
- However, if the Contractor wishes to offer for consideration alternatives and options to the requirements of this Specification, then provide an accompanying letter fully detailing them and quote the price adjustment to the Tender sum.
- Where no requirements are defined in this Specification, specify the basis of the Tender in the tender specification.
- See A90/130.

GreenSpec A90/115

- Where a product is defined in this Specification, and an alternative is proposed, specify it in the alternative tender.
- See A90/116.
- Include drawings, specifications and samples.
- See A90/120 - 162.
- Possible options and alternatives might include:

Any others the contractor wishes to put forwards for consideration.

A90 Performance Specification

116 Specification Substitution

- Where a substitution for a specified material, component or system is proposed as part of any alternative tender:
 - give reasons for substitution,
 - submit all evidence showing its equivalency,

A90 Performance Specification

116 Specification Substitution

- compare it with equivalent information for the specified material,
- highlighting the relevant characteristics showing where there is equivalency or improved performance(s).

A90 Performance Specification

116 Specification Substitution

- Where required provide certified translations to English.

A90 Performance Specification

116 Specification Substitution

- Ensure such information includes (where relevant):
- Manufacturer's illustrative and technical literature,
- Performance characteristics,
- Performance test results and/or assessments,
- Third party independent accreditation,

A90 Performance Specification

116 Specification Substitution

- Specification,
- Drawings,
- Method statements,
- CDM Risk assessment
- COSHH data sheet review.

A90 Performance Specification

116 Specification Substitution

- **Manufacturer: Quality Assurance, Environmental Management, Environmental and Social Policy statements**
- **Environmental assessment of manufacturer's premises**
- **Environmental Profile of product: to BS EN ISO 14025**
- **Environmental criteria and characteristics**
- **Life Cycle Costing, Cradle to Cradle, if unavailable Cradle to grave**
- **Component Life Assessment. (based on HAPM/BPG /BLP Component Life Manual)**
- **Information of availability of spares and maintenance materials in the UK**

A90 Performance Specification 116 Specification Substitution

- Where no evidence is provided,
- substitution will not be considered.

A90 Performance Specification 116 Specification Substitution

- If further specification substitutions are proposed during the Contract provide all such information with at least 1 months notice of date of ordering materials, to allow thorough evaluation by the CA, to meet the Programme.
- Late submissions will not be considered
- See also A30/535A & A31/200A, 201A & 210A.
- See A90/117.

A90 Performance Specification

116 Specification Substitution

- Any substitutions carried out without such submission will be required to be replaced with the specified materials.

GreenSpec A90/117 Environmental Purchasing Policy: Transport

- Whilst public body procurement must not create technical barriers to restrict the purchase of materials to local sources and must open this up to manufacturers in other EU states to the benefit of the EU's economy as a whole.
- This often leads to very open specifications and materials are being procured outside the EU with no financial benefits for EU at all.
- This project aims to address this and environmental issues in its procurement policy.

GreenSpec A90/117

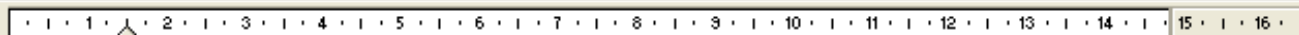
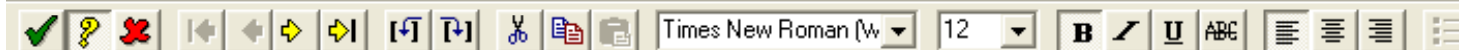
- **Aim:**
- **To reduce carbon emissions and embodied energy from transport using fossil fuel.**
- **Minimise the miles/kilometres supplies are transported throughout the whole extraction, transport, manufacturing processes and delivery to the site.**

GreenSpec A90/117

- **Requirements:**
- **Purchase within the EU in preference to opening up to international suppliers.**
- **Purchase from local manufacturer, in preference to regional, in preference to national, in preference to UK, in preference to EU mainland in preference to global.**
- **Wherever possible specification of local, regional, national and EU products and manufacturers has occurred in this Specification for the above reasons.**
- **If the contractor proposes to offer alternatives for consideration the issue of equivalency is first priority, and transport energy and emissions must also be addressed. See A90/116.**

Substitution & Equivalency

- In the event that insufficient material is available alternatives may need to be considered
- Then equivalency is essential and it must be reviewed technically and/or visually not just financially



210 SUBSTITUTION OF STANDARDS: Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories, and, where relevant, appearance. In advance of ordering submit notification of all such substitutions and, when requested submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.

220 CURRENCY OF DOCUMENTS:

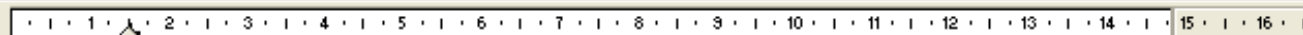
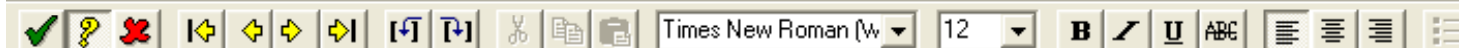
- References to standards, type approval certificates, catalogues, codes of practice and the like are to the editions, revisions, versions and amendments current at [_____]
- References to BSI documents are to the versions and amendments listed in the BSI Standards Catalogue, including updates, current at [_____]

230 MANUFACTURER AND REFERENCE: Where used in this combination:

- 'Manufacturer' means the firm under whose name the particular product is marketed.
- 'Reference' means the proprietary brand name and/or reference by which the particular product is identified.

270 SIZES: Unless otherwise stated:

- Products are specified by their co-ordinating sizes.
- Cross section dimensions of timber shown on drawings are nominal sizes before any required planing.



A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

110 DEFINITIONS: The meaning of terms, derived terms and synonyms used in the preliminaries/general conditions and specification is as defined below or in the appropriate British Standard or British Standard glossary.

120 CA means the person nominated in the Contract as Architect or Contract Administrator or their authorised representative.

121 CA means the person nominated in the Contract as Employer's Agent or an authorised representative.

145 SUBMIT (and words derived therefrom) means to the CA unless otherwise instructed.

150 PRODUCTS means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the Works.

180 CROSS-REFERENCES TO THE SPECIFICATION:

- Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.
- Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.
- Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.
- The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which may be discovered.

Feedback

- These files are created by generalists with a big dollop of green flavour
- These files are updated from time to time
- We are not experts so from time to time these file may get out of date or may be wrong.
- If you feel that we have got it wrong please let us know so we can put it right₃

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