

## Product Specification within Tender Documents

Set out below are the most common examples of product specification, that we come across.

### 1 General Product Specification

*“Supply and lay to a 50mm depth, Xm<sup>3</sup> of coarse grade composted bark mulch”.*

#### Melcourt Comment

- Contractors quoting for this project will find it difficult to determine precisely what product specification is required.
- The landscape architect needs further guidance on how to correctly write the product specification.
- The contractor will include a price for the mulch within his tender. If successful with his tender bid, before ordering any mulch, he will submit product samples for approval. The sample will be of material at or below his tender budget price.
- The overall quality of the finished project will probably fall below the designer's expectations.

### 2 Specified Product and Supplier

*“Supply and lay to a 50mm settled depth Xm<sup>3</sup> of Bark Nuggets<sup>®</sup>, as supplied by Melcourt Industries Ltd., or similar approved”.*

#### Melcourt Comment

- It is most likely that contractors quoting for this contract will contact Melcourt first, to obtain a price. They will then contact other potential suppliers and ask them to quote for a product equivalent to Melcourt Bark Nuggets<sup>®</sup>.
- Generally, the contractor will only use the Melcourt Bark Nuggets<sup>®</sup> price, if he expects difficulty in getting 'a similar product' approved.
- The landscape architect will probably not be shown the whole range of product samples for approval, especially if the Melcourt Bark Nuggets<sup>®</sup> are above the contractor's contract budget price.
- In any event, the landscape architect will probably not be able to correctly evaluate the fine detail that differentiates one sample from another i.e. durable bark against less durable mulches, wood content, dust and fine content etc.
- The benefits of using a similar approved product, after the tender has been awarded, will be gained by the landscape contractor, not the landscape architect, or their client.
- Within the original terms of engagement, for the landscape architect, it might be stated that the architect will not be allowed to use nominated products and suppliers. Some Local Authorities will have a similar clause written into their tender documents. The overall quality of the finished project will probably fall below the designer's expectations.

### 3 Nominated Product and Supplier

*“Supply and lay a 50mm settled depth of Xm<sup>3</sup> of Melcourt Bark Nuggets<sup>®</sup>, as supplied by Melcourt Industries Ltd.”*

#### Melcourt Comment

- The landscape architect will have evaluated other products being offered in the market, but has chosen a specific product from a named supplier.
- The landscape architect's terms of engagement by the client will allow products and suppliers to be 'nominated' at the exclusion of all others.
- Landscape contractors will be quoting for the same product.
- Alternative products will be refused by the architect.
- The overall quality of the finished project will meet the designer's expectations.