

INTRODUCTION TO PROFESSIONAL PRACTICE

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25.1 MEANING AND DEFINITION

“Professional Practice” is a term that covers the personal qualities and business procedures of the designer, and also the framework of regulation that the designer is subject to while working. Designers are creative people, and being organized does not always come naturally to a creative personality. It is, however, a trait that all designers would do well to cultivate, as there is so much more to the business of design than just designing. Being organized is probably the most important facet of a professional attitude. For those who get involved in the full range of tasks associated with the day-to-day operation of a design practice, it could be that they will spend no more than 20% of their time actively pursuing the development of a design. The other 80% can easily be taken up by the more mundane side of running a business: administration, filing, emailing, travelling, and so on.

Professional Practice for Interior Designers encompasses the set of activities, responsibilities, ethical standards, and procedures involved in conducting interior design services professionally and competently. It involves applying specialized knowledge, skills, and creativity to enhance the functionality, aesthetics, and safety of interior spaces while considering the client's needs, preferences, and budget.

Allied to good organization skills are good time management skills. Interior design is a subject that is easy to be passionate about, meaning it is easy to spend a disproportionate amount of time on the design work, to the detriment of other tasks that need to be undertaken if a project is to be completed successfully. To help with this, one of the first things to be done on a project is to create a project plan that shows the tasks that need to be addressed to complete the project. Probably the most useful way of visualizing the project plan is in the form of a Gantt chart: a horizontal bar chart that illustrates a project schedule. Strictly speaking, a true Gantt chart shows the outcomes of a project and not the actions that will be undertaken to reach those outcomes, but for most designers, this distinction is academic and can be ignored. Software, including free open-source programs, is available to help produce project schedules.

Attention to detail is a typical character trait of a designer. This may well be in evidence through the design development phase, but it is also important at the very end of a project when the minor imperfections and errors in the scheme as implemented need to be identified and corrected by the contractors. This process is the final opportunity for the designer to make sure that the project is resolved satisfactorily.

25.2 SCOPE AND ROLE OF AN INTERIOR DESIGNER IN A RESIDENCE / COMMERCIAL PROJECT

There are several reasons to appoint an interior designer for a Residence or Commercial project.

i. Design:

An interior designer designs the client's spaces as per the requirements of the client, keeping in mind the likes, dislikes, personal tastes, financial constraints, family dynamics, and religious and social practices. This makes the client's living easy and comfortable.

ii. Economy of - Space, Material, Time, and Finances:

Budget control: Nothing leads to a greater heart burning than the incompleteness of a project due to over-budgeting. A designer can help the client to complete the project in a given amount. If not possible, the client can be advised to complete the necessary part of the work in the given amount without disturbing further extensions. He will design in a way that the client will not have to break or remodel what has been executed.

iii. Selection and application of:

- Specific period or style in décor or furnishing (Restaurant design: Japanese, French, etc.)
- Relevant professionals and specialists for the project. (AC, Acoustics, and others)
- Contractors / Suppliers
- Materials, furniture, fittings, and fixtures

iv. Elimination of:

- **Confusion:** The designer helps the client make up his mind.

- **Mistakes and Omissions:** In the course of the job to be done a proper line of work needs to be charted (flooring to be completed before painting, civil and electrical given priority, etc.)
 - **Hindrances:** Handling the project professionally, to find solutions and overcome hindrances.
- v. **Appropriate usage of existing furniture and other materials:** When redoing a new interior, the designer discards the unwanted furniture and retains what can be incorporated into the new scheme of things.
- vi. **Safety considerations of:**
- **Premises:** The designer knows the fundamentals of architecture, so he does not harm the basic structure of the premises, keeping it safe. He also knows the fundamentals of insulation, waterproofing, plumbing; electrical wiring, and other technical aspects which help design a safe place.
 - **Work:** Experienced contractors and reliable suppliers who render proper service and use standard materials.
 - **Money:** The interior designer allows the client to make the payment only after he is satisfied with the work, material, or service supplied.
- vii. **Arbitration:**
- Between the likes and preferences of the client and the appropriateness of design elements.
 - Between Clients and Contractors / Suppliers
- viii. **Aesthetic Aspect:** Taste is a subjective facet. When the client does not have much knowledge or exposure, the designer decides for the client. The designer helps the client in the visualization of space with an aesthetic appreciation of the overall design. The designer can help create the ambiance in various ways. Ex. Client's socio-economic status, vocation, style of furniture, and purpose demands.
- ix. **Future Application:** Gives the design an enduring look and saves it from the frequent changes that may be needed due to changes in trends over some time.
- x. **Service and Time:** Offered by the designer at competitive rates. Even with adequate knowledge of the materials, labour, skills, etc, the client may not be able to devote adequate time to the job.

25.3 SELF-DEVELOPMENT FOR AN INTERIOR DESIGNER

A designer needs to upgrade and become better in every aspect of the profession for self-development. It is imperative to be better by refreshing to become more productive, creative, and technically sound. There are several means to this process. To cite a few;

Attending trade fairs, conferences, and seminars, participating in competitions, and discussion forums, reading literature about works of other designers, studying native design practices, global design, technical data, and market research, visiting museums, art galleries, and exhibitions, learning about digital media, using digital media.

Constant curiosity to learn about new concepts, trends, products, and materials in the market.

25.4 HOW TO SECURE CLIENTELE

- Through social contacts.
- Through acquaintances and advocates.
- By recommendation of past clients provided they are satisfied with the services.
- By specialization in certain fields like cinema planning, hotels, and acoustics.
- By taking part in competitions, seminars, and conferences and contributing to technical journals.
- By goodwill of the firm.
- By suggesting a scheme to the government or local authority for the development of a particular area without any obligation.

The newer trends are through publication of the personal work in magazines and digital media like Pinterest, Instagram, and Facebook. The digital media has a global reach. This will also help promote ideas and give recognition to actual talent.

25.5 SCALE OF PROFESSIONAL CHARGES

Charging appropriate fees for their services is one of the concerns of newly practicing designers. Over time, three main models for charging (with many variations on them) have appeared and can be summarized as:

- Charging a percentage of the overall project value.
- Charging only for items supplied by the designer (such as furniture) with a markup fee.

Charging a design fee based on an assessment or projection of hours worked on the project. Arguably, the most appropriate method of charging is to agree on a design fee. This means that the client can see what is being paid for directly, without fees being “hidden” in other charges, as is the case when a markup is added to goods supplied. It also means that payment is made within a reasonable amount of time of the work being done and that financial commitments on the client are kept to a minimum as charges for each stage of the project are agreed before work is undertaken. However the designer decides to charge, an open and transparent system will be to the benefit of all. While it is helpful that the relationship between designer and client is a friendly one, it is still vital to have a written contract or formal agreement between both parties for their legal protection. This will define the type of services provided and their scope, the fee structure, dispute resolution, copyright issues, and what is expected of both the designer and the client. Trade associations in many countries will have standard documents that can be used in these cases, but even if this is not so, contracts can be drawn up with the assistance of a legal professional, which will protect the interests of all concerned.

Designers should realize that they are not alone when undertaking a project. Other professionals can be brought in as required to add their expertise to the project.

Structural engineers, surveyors, quantity surveyors, and project managers are examples, and they all play their part in making the project happen with delivery to the client as close to being on time and budget as possible.

25.6 CODE OF CONDUCT

The Interior Design profession in India is often guided by general ethical principles, which include:

- i. **Client Confidentiality:** Respecting client confidentiality by safeguarding sensitive information and not disclosing it without explicit consent.
- ii. **Professional Competence:** Upholding high standards of professional competence and staying updated with the latest industry trends, technologies, and best practices.
- iii. **Integrity and Honesty:** Conducting business with integrity, honesty, and transparency, ensuring fairness in all dealings with clients, suppliers, and other professionals.
- iv. **Compliance with Laws:** Abiding by all relevant laws, regulations, and codes about interior design practices, including adherence to building codes and safety standards.
- v. **Conflict of Interest:** Avoiding situations where personal interests may conflict with the client's interests and making fair and unbiased recommendations.
- vi. **Professional Relationships:** Maintaining respectful and professional relationships with clients, colleagues, contractors, and suppliers.

While there might not be a unified national code, some interior design associations and councils in India, like the Institute of Indian Interior Designers (IIID) and the Council of Architecture (COA), may have codes of conduct or ethical guidelines that their members are encouraged to follow.

25.6.1 Guidelines for Professional Conduct of an Interior Designer

A professional code of conduct is a key component of some of the most successful businesses in the world. The code of conduct is a set of rules that guides people's behavior in the business. A code of conduct is a written collection of rules, principles, values, expectations, and behavior that a company considers fundamental to its success. In most businesses, this code is a direct offshoot of their company culture. The following points hold good for the code of conduct expected from the Interior Designer.

- The designer may act as a consultant, advisor, or assistant to furniture contractors/architects/manufacturers/ house and estate agents/development firms, or companies trading in material used in mass production of any item of furniture.
- Not take a commission for the orders that he solicits for the firm/ company that he is working for when he gets the salary.

- The designer will not take any execution work or sale of furniture or any other items when in employment with any firm or company.
- The designer is remunerated solely by his professional fees payable by his client or by salary payable by his employer.
- He is debarred from any other source of remuneration in connection with the works and duties entrusted to him.
- The designer must not accept any work that involves giving or receiving discounts or commissions, nor must he accept any discount, gift, or commission from the contractors, or tradesmen whether employed upon his work or not.
- The designer may act as a consultant, advisor, or assistant to furniture contractors/architects/manufacturers/ house and estate agents/development firms, or companies trading in the material used in the mass production of any item of furniture.
- Not take a commission for the orders that one solicits for the firm/ company that is employing the designer.
- The designer must not advertise/ offer his services using circulars or otherwise, nor can he make paid announcements in the press, except for professional appointments required/ change of address, phone, or other contact details.
- The designer may allow signed illustrations of his work to be published in the press, but shall not
 - Give monetary considerations for such insertions
 - Allow such insertions to be used by the publisher for extorting advertisements from contributors.
- The designer may appear on radio/ television/video programs in an advisory / consultative capacity on a fee predetermined by the concerned authorities/ sponsors, but shall not give monetary considerations for such insertions,
 - Allow such insertions to be used by publishers for extorting advertisements from contributors,
 - Allow such appearances as self-promotional activity.
- The designer can write/ edit/ compile/ collate an article/ book alone in collaboration with another writer in connection with his subject and publish it under his and co-authors' name.
- The designer may exhibit his name outside his office and near the project under execution.
- The designer must not attempt to supplant another designer, nor must he compete with another designer using reduction of fees / other inducements.
- The designer on being approached or instructed to proceed with professional work, upon which another designer was previously employed, shall notify the fact to such designer. He shall start the work only if his client obtains a NOC from the previous designer.

- In all cases of dispute between the client and the contractor, the designer must act impartial and unbiased manner. He must interpret the conditions of a contract in fairness to the client and contractor.
- The designer must not permit the insertion of any clauses in the tender, bill of quantities, or other contract documents that provide for payment to be made to him by the contractor whatever may be the consideration unless with the full knowledge and approval of the client/ employer.

25.6.2 Basic precautions to be taken by the Interior Designer and his team of contractors to avoid wasteful or risky design

- When a designer accepts a commission to commence a job, the first thing he resorts to is to do a lot of breaking in the new premises. Floor tiles, glazed tiles, switch boxes, etc, are removed. Sometimes even plaster and partition walls are broken.
- **Reasons for breakage:** The reasons for these seemingly maddening acts might be:
 - Use of inferior quality materials.
 - Shoddy workmanship.
 - Replacement of existing materials with the ones specified by the designer.
 - Elements of structure (internal walls etc.) hinder the designer's plan.
 - Necessity to increase the area.
 - The original plan was bad enough necessitating changes.
 - Incompetence of the designer.
 - Whims of the client.
- **Solution to Obviate Breakage:** For the last two items, 7 and 8, we cannot do anything but educate them and pray.

But what about this great waste of resources? One sure way to save all the wastage would be that architectural planning and interior designing are done simultaneously and things are finalized and worked out even before the construction work starts, as has been done in many successful buildings and interiors in Europe and the USA.

- **Mistake of the Designer:** The above-given factors are caused by the architect, but the designer also commits a simple but grave mistake. He plans the heavy cabinets and units without considering the structural strength of the slab. This dead load might weaken or lead to the collapse of the structure. He also must be sensible and careful enough not to touch any of the structural elements like RCC beams, slabs, columns, floors, external brick walls, or internal load-bearing walls.
- **Precaution for Structural Changes:** Most of our building contractors are self-made and for that reason do not possess any appreciable knowledge of structural strength. If they are aware, their electrical contractors and

plumbers are not. For concealing pipe they do not mind cutting a big groove or making a hole in the columns or beams coming in the way. Their reply to any resistance is “It doesn’t matter”. But it does matter and a clause in the agreement should be included regarding this.

- **Electric Wiremen:** Some points for Electric wiremen are presented below:
 - If concealing the pipe on a column is necessary, paneling should be made to cover the columns, or tiles should be removed and conduit pipe should be taken below the tiling.
 - Similarly, beams can be covered by paneling or a false ceiling can be made just below the bottom level of the beam. Channels can be arranged pleasantly to merge with the design. Pelmet can also be used to transfer points from one end to the other. All the lights should be fixed at a height of not more than 215 cm to minimize the disturbance due to fan shade. Even if the interior is air-conditioned, it is prudent to install a ceiling fan because there are frequent powercuts during summer and the table pedestal/wall fan cannot distribute air properly. Also, ceiling fans do not take any usable space, are no hindrance, and are more pleasing than other fans. By keeping lights at 215 cm level, there is no need to take wires to the ceiling and across the beams. For a fan, the existing concealed pipe in the ceiling can be used or a false ceiling can be made. Crossing of columns can be avoided by passing the pipe below tiles or through a pelmet or a channel.
- **Plumbers:** Some points for plumbers are presented below:
 - Plumbing lines should be stopped at the wall for the shower. The shower should preferably be fixed at 3 m height of the wall, and not in the ceiling, for better maneuverability. If it is necessary to cross the column, it can be taken either below floor tiles, or the column can be made thicker with the help of brick or concrete, and pipe is covered in the same and then tiles or marble slabs are fixed.
 - Avoid shifting the position of the WC pan as many bends in the floor will disturb the flow of water.

25.6.3 Municipal Permission

For any structural alteration or modification, municipal permission through a qualified architect, after obtaining permission from the concerned landlord/society/trust is necessary. Here is a brief list of alterations/modifications requiring municipal permission.

- i. Breaking internal brick partition wall.
- ii. Breaking external brick wall for fixing AC etc.
- iii. Shifting the door and filling the void with brick.
- iv. Removal of old/weaker column and erection of new column, or fixing of a girder and supporting column/girder at the end.
- v. Construction of mezzanine floor/loft.

- vi. Lowering of the plinth.

25.6.4 Designer's Duty

- i. For the above-given items 1, 2, and 3, an architect should be appointed by the client who would prepare the location and floor plans as per municipal requirements and get them approved. For items 4, 5, and 6, a structural engineer should also be appointed for designing and supervising the work.
- ii. A prefixed (popularly known as lump sum) fee including the scrutinizing fee considering the type and quantity of work, should be paid to them by the client. This fee is usually 5% to 10% of the total cost of work. If the designer himself is an architect, he should be paid extra for this work by the client.

25.7 ESTIMATE

The estimate is a scientific way of working out the approximate cost of the proposed work. It is not guesswork, but a certain base to calculate such as built-up area basis, carpet area basis, cubic content basis (volume), and at times the unit basis.

It is the forecast of the cost of the project before the commencement of the job. Buildings have become more complex. The services integrated are specialized. There is tremendous scope for the use of advanced materials and automation. As an interior designer, one should have good knowledge of the cost of materials and labour relating to proposed interior work. It requires good skill, experience, foresight, and good judgment. It helps in working out the approximate cost of the proposed work before the start of work and thus prepares the client for the financial implications. It also forms the base for the process of cost planning. It is useful in preparing tenders for the works and for checking the contractor's work during execution for interim and final certificates. One can work out material quantities and material schedules based on the estimate. One can even make arrangements for the labour force considering specified work time. Estimate also helps in preparing bar charts, and cash flow combinations for the smooth progress of the project. It also helps to work out plants and machinery required at the project site.

25.7.1 Mode of Estimating

I. Rough Order of Magnitude of Cost

- i. Built-up area basis.
- ii. Carpet area basis.
- iii. Cubic content (V_3) basis.
- iv. Unit basis.

II. Detailed Item Wise Estimate

Units and Mode of Measurements: Units of made and measurements occupy an important place in interior designing and interior decorator work.

Interior designers work right from the stage of framing of an estimate, tender, and execution of the work, till the final payment is made to the contractor. Hence, it is of the utmost necessity to possess a sound understanding and knowledge of the units and more measurements and also co-operate with the work included in an item of the work. To avoid ambiguity it is better to describe all the items in such a way in detail subject to human limitations. Ambiguity which may result in the loss either to the contractor or the client should always be avoided. Disputes usually take place when the interior designer does not follow the standards mode and at times the items in the schedule of quantities and ambiguous.

Scope of an Item: Each item of a work generally includes the following:

- i. Cost of material.
- ii. Transportation charges and storage.
- iii. Fabrication (joiner, working drawings)
- iv. Fixing in position and hoisting.
- v. Labor execution, setting, fitting, and furnishing to the required shape and size.
- vi. Local taxes (VAT) /service tax. Presently GST.
- vii. Overhead charges.
- viii. General supervision of the contractor.
- ix. Clearing of the site after work gets executed.
- x. Depreciation and rentals for tools and equipment.
- xi. Profit of the contractor.

Units of measurements for the item of work are:

- i. Running length (running foot/meters)
- ii. Area (l x b, l x w) sq.ft./m.
- iii. Volume basis (cubic m/ft.)
- iv. For no. for Ex. chairs.
- v. Per job (to clear the site)

25.7.2 Types of Estimates

There are many types of estimates. These can be grouped into two main categories;

- i. **Approximate Estimate or Ballpark Estimate:** It is a rough estimate prepared in a short time to get a rough idea of the cost. This is treated as a preliminary “Quick method” estimate. It is prepared from practical

knowledge and based on the cost of similar completed works. This is used to get administrative approval and to get an idea of probable expenditure.

Data required for this is the total area of the project, prevailing rates of the material and labour, specifications of various items and set of approved drawings if any, and consideration of total development activities related to the site.

This type of estimate provides a quick, approximate cost projection based on minimal information available during the initial stages of the project. It is often given early in the design phase and is not detailed. The rough estimate helps clients get a general idea of potential costs, allowing them to determine whether the project aligns with their budget expectations. It is less accurate than detailed estimates and is subject to change as more information becomes available.

- ii. **Detailed Estimate:** It is also known as item rate basis. This is an accurate estimate in which quantities are worked out from the drawings and multiplied by the market rates of each one. This is called abstracting. A detailed estimate is a comprehensive and itemized calculation of all costs associated with the interior design project. It involves a thorough breakdown of materials, labor, furnishings, fixtures, finishes, overheads, taxes, and contingencies, among other expenses. Detailed estimates are based on precise project specifications, drawings, and specifications. They provide a more accurate and realistic projection of project costs and are crucial for budget planning, obtaining financing, and guiding project execution.

The detailed estimate is prepared in 2 stages.

- Taking out measurements, and calculations of quantities. This is which is taken out correctly from plans and other drawings. Quantities under each item are computed and calculated in a tabular form named a measurement sheet:
- Abstract of estimated cost: The cost of each item of work is calculated from the quantities and unit rate of the items. The rate of a finished item of work is analyzed from the present market rates. Usually 7 to 10% contingencies that do not come under classified heads of the items of work are added in total to give an estimated cost of work:

Data required for the detailed estimate are the detailed working drawings including the plan, elevation, and section, detailed and general specifications of all materials, location, and working conditions at the work site.

Points to be Considered for the Detailed Estimation

- The whole work should be divided into different classes of items. The items of a similar nature are grouped under subheads of work.
- Norms for calculation of quantities may vary from site to site, place to place.
- As far as possible standard specified norms should be followed.
- Mode of measurements and units may be as per local practice.

Before working out the estimate the proposed work is divided into sub-works like civil work, plumbing, plaster of Paris work (POP), electrical work, carpentry, fabrication, painting, polishing, and miscellaneous work, etc. The cost of each sub-work is estimated separately and then added together to give the total cost of the project.

25.7.3 Bill of Quantity

Item-wise or detailed estimates are usually prepared on special sheets which are known as estimate sheets or abstract sheets. This data is tabulated in columnar form as item no. , Description or the Specification, Quantity, Rate of item, and Amount. When a column of rates is left blank to be filled in by the contractor, the document is called a Bill of Quantity. This is prepared by an interior designer.

Quantities are calculated from the drawings and items are described in specifications. It forms the basis upon which tenders are invited and thus enable the contractor to give definite quotations for the execution of work. When priced it helps in comparing the tenders received from contractors to arrive at a definite conclusion about entrusting the work.

25.7.4 Schedule of Rates

It is a document containing a detailed description of all the items of work together with their current rates, but the quantities are not mentioned therein. These rates are inclusive of labour, material, transport charges, profit, etc, and are revised every year if the need arises. In the case of the tendering for the work, the contractor is asked to quote at what percentage up and down the schedule of rates will be prepared to execute the work.

25.7.5 Rate Analysis

It is the study of the financial role played by various components (constituents) such as materials, labour, transportation, implements etc. which formulate an item of execution work and such cost of materials, labour, transportation charges, contractors profit etc. are worked out separately for each of the items and then added together so as to give an idea of its rate. This process of analyzing the rates of various constituents and then finding out (working out) the rate of an item of work is known as "Rate Analysis".

Need to analyze the rate: The essentials of rate analysis are as under:

- Knowledge of construction work and familiarity with the trade and technical terms.
- Cost of materials, labour, implements, etc.
- Output expected per day by labour.
- Profit of the contractor (in percentage or lumpsum or the case may be)

Factors affecting the rate of an item:

- Cost of materials
- Cost of equipment if any

- Cost of labour
- Location and situation (floor rise cost)
- Size (quantum) of work
- Profit of contractor

25.8 TENDER

A tender is an offer in writing for executing certain specified work or for supplying specified materials subject to certain terms and conditions like rate, time limit, etc. In interior design and construction, a tender refers to the process of inviting contractors, vendors, or suppliers to submit competitive bids or proposals for completing a specific project. This process typically occurs after the design phase is complete, and detailed specifications, drawings, and project requirements are finalized.

Key aspects of the tender process in interior design include:

- Request for Tender (RFT):** The client or project manager issues an RFT document, which outlines the project scope, technical specifications, materials required, timelines, and terms of the contract. The RFT invites interested parties to participate in the bidding process.
- Inviting Bidders:** The RFT is distributed to potential contractors, suppliers, or firms who might be interested in undertaking the interior design project. This invitation is often open to pre-qualified or selected bidders based on their credentials, expertise, and capacity to meet project requirements.
- Submission of Bids:** Interested parties prepare and submit their bids or proposals in response to the RFT. Bids typically include detailed cost estimates, project schedules, methodology, materials to be used, labor costs, profit margins, and any other relevant information requested in the RFT.
- Evaluation and Selection:** The client or a designated evaluation committee reviews the submitted bids to assess their compliance with the project requirements, cost-effectiveness, quality of proposed materials, past performance, and other selection criteria. The aim is to select the most suitable bid that meets the project's needs within the allocated budget and timeframe.
- Awarding the Contract:** After evaluating the bids, the client awards the contract to the successful bidder, entering into a formal agreement. The contract outlines the terms, conditions, deliverables, payment schedule, and responsibilities of both parties.

The tender process is essential for obtaining competitive quotes and selecting the best-suited contractor or supplier for the interior design project. It helps ensure transparency, fairness, and accountability in the selection of vendors or contractors while aiming to achieve the project's goals within the specified parameters.

25.8.1 Invitation to Tender

Tender is chosen depending on the type and nature of work. There are 3 ways in which tenders are called namely:

1. **By Private Invitation:** Suitable for private works. Competition is on a small scale. Generally, all interior designers maintain a panel of contractors, and depending on the type of job, they invite a particular contractor suitable for the job. As the contractor is known to the designer, with his financial integrity, the quality of work is assured. The chances of disputes are less. Thus this type of invitation is good for private and specialized jobs. The cost of work is always on the higher side. Also, new contractors do not step into the field. All the drawings should be kept ready in advance before the advertisement. The time limit must be there for submission of the tender which is as short as 8 days. It is not essential in this type of tenders, for the tenderer to remain present for the opening of tender. This type of tender is less laborious as due care is already taken.
2. **By Public Notice:** Suitable for public and private works. But it is compulsory for public works. There is keen competition as the advertisement is published in the newspapers and whoever wishes to apply can quote for the same. As the contractor is not known to the designer, the quality of work is not assured. This type of tender can lead to a lot of disputes and even to substandard works. The financial integrity of the contractor is not known. This type is not suited for specialized, skilled jobs. The cost of the work is generally on the lower side as many people quote giving very competitive prices. This type opens the field for new brilliant contractors. All drawings should be ready in advance. The time limit for the opening of tenders is 15 to 20 days from the date of public notice. Tenders are opened in presence of the tenderers who choose to remain present. This type is more laborious for the designers as they may be dealing with an unknown person.
3. **Negotiated Tender:** It is suitable for private works of small magnitudes or repair works and the works of future expansion or the additional alteration of the already existing premises. There is no competition as the designer calls for 1 or 2 contractors he knows who are suitable for the job. The financial integrity of the contractor is known. There are fewer chances of disputes. Negotiated with one or a maximum of two contractors and hence question of new contractors does not arise. Suitable for the skilled job, hence the cost will be on the higher side. Plans should be ready in advance but the details can be made later. There is no invitation letter of this type. The time limit can be 8 days. No opening of tender in this case. It is less laborious.

25.8.2 Tender Notice

Essential characteristics of a tender notice are as follows:

- i. The tender notice must mention the name of the owner, the place, the nature and the extent of work, and the estimated cost.
- ii. It must mention the amount of earnest money and the tender fees.
- iii. The minimum time for returning the tender to the contractor should be at least 15 to 20 days from the issue of the same.

- iv. The place of delivery of the tenders by the contractors should be specified.
- v. The contractor should be asked to inspect the site before filling out the tender so that he can ascertain well in advance the working conditions.

25.8.3 Opening of Tenders

The tenders should be opened in the presence of the owner or the committee members. The contractors are generally not asked to remain present at the time of opening of the tenders called by private invitation.

A list of the tenders along with the tender deposits should be recorded. Deposits as far as possible are accepted by the cheques only. If the owner does not remain present, the tender should be opened by the designer with the help of his assistant. After scrutinizing the tenders, prepare the findings and forward the same to his client with his recommendation as to whom the work should be given. As far as possible the lowest tender is accepted depending upon the reputation and the standing of the contractor. The practice of receiving and opening the tenders by the clients should always be discouraged. Tender deposits are deposited in separate agency accounts. All the tenders must be signed, dated, and bear the addresses. The interior designer should thoroughly scrutinize the tender to check that no conditions are altered or cancelled by the tenderers.

Tender Document/form: The tender form must contain the following:

- Tender notice issued either in the name of the owner or in the name of the interior designer.
- Tender acceptance letter from the contractor.
- Articles of agreement with special conditions of the contract.
- General specifications.
- Bill of quantities in case of item rate tender and special conditions and specification of works in case of lump sum tender.

25.8.4 Types of Tenders

i. Item Rate

- **Item Rate Tender:** An item rate tender is an offer to execute the work based on the rates of the different items of work. The tender form usually contains the Bill of quantities wherein all the items of work are fully described with their quantities. The quantities given are always approximate and are not binding on the owner. The contractor is required to fill in the rates of the items and thus it becomes a simplified job. The contractor is paid on the measurement of the work executed at the rates quoted by him in the tender. In fact rates of the items are the parts of the contract and the approximate quantities are not.

This is a balanced method of execution and the chances of extra works are minimized. It is not risky for the contractor and hence the quality of workmanship is assured. Work can be commenced after complying with a few formalities like acceptance of tender. Extra work is minimized. Standard materials are used. The total

cost of work is not known before the commencement of the work. The time limit is strictly adhered to. Essential variations can be made in drawing. The contractor takes into account the trade discounts, rebates, and refunds before filling of tender. The economy in the purchase of materials and employment of labour. The contractor will try to complete the work early. More work for the interior designer as all the items are required to be measured. The contractor is responsible for pilferage and loss of materials from the site.

- **Schedule of Rates with Percentage Up and Down:** It is also known as basic rates with a rise and fall clause. It is a modified form of item rate tender. In this case, a Bill of quantities duly priced is given to the tenderers and they are asked to quote only the percentage up and down the priced schedule of rates at which they are prepared to execute the work. All other facts are the same as the item rate tender. This type of tender is good for repair works, expansion work, etc.

ii. Lump Sum

- **Lump Sum Tender:** In a lump sum tender the contractor undertakes to carry out work as shown on plans and described in specifications till completion, supplying all the materials and labour for the fixed lump sum or at a fixed rate per cubic or square feet of work. The contractor will pay from time to time if specified in the contract. If not specified, then he has to recover the full amount after the completion of the work. If he leaves the work mid-way, he will not be entitled to receive even the part payment for the completed work as this type of tender is indivisible. This method is unbalanced as may result in excessive profit or loss to the contractor. This work cannot commence unless all formalities are over. All the drawing details and specifications should be ready in advance. Standard quality of materials and good workmanship are not assured. More and more extra work is possible. The total cost of construction is known in advance. Variations are not possible as the cost of work may increase due to it and hence contractors may be reluctant to do it. The design may suffer because of it. The time limit is strictly adhered to. Trade discounts will be taken by the contractor. The extreme economy in the purchase of materials and strict supervision over the employment of labour. The contractor will try and complete the work as early as possible to have a good profit margin. Workload is less on the designer as there is no measurement to be done of the items. The contractor is responsible for the pilferage of materials from the site.
- **Lump Sum plus Percentage (Target) Tender:** It is the same as the lump sum tender except that if the contractor completes the works before the specified date he is usually granted a certain bonus in terms of % of the cost of the project.

iii. Cost Plus

- **Cost Plus Percentage Tender or Cost Plus Fee Method:** The expenditure incurred by the contractor is paid by the owner as agreed and over and above he is paid a certain % as profit for his professional services. At times such tenders are invited from a few contractors asking them to name a price at which they will execute the work and the fees that they expect for the same. The fees are usually fixed at a certain % of the cost of the work. The work at the site can commence immediately without waiting for the formalities.

The contractor can be chosen at any time. He acts as a manager of the owner and assumes a position parallel to that of an interior designer. This type is suitable for private as well as public work. All details need not be ready before the commencement of the job. No guarantee of the cost of the project in advance and the ultimate cost is not known. No time limit for the completion of the work. The owner will be entitled to discounts, rebates, etc. No economy in the purchase of materials and employment of labour. There are chances of fictitious bills creeping in and calls for more care. The owner can get the best of the work at the cost of economy and proper planning as the inferior and ill-planned works will be demolished at the cost of the owner, thus increasing the ultimate cost.

- **Cost Plus Fixed Fee Tender:** A modified type of the above type of tender wherein the contractor is given a fixed fee irrespective of the cost of the work and as such, he becomes a disinterested adviser and tries to complete the work in time. All the cost of material and labour is directly paid by the owner and thus the contractor's financial liability is nil. As such he is paid a higher percentage for works done by him and a lower percentage for those works which are given on sub-contract. The fees charged will include the professional services and rentals for the implements.
- **Cost Plus Fixed Fee with Bonus and Penalty:** To keep a check on the cost of the work, this form of tender is slightly modified. If the cost of the work as executed remains the same as has been estimated in advance, the contractor receives his agreed fees with no profit and no penalty reduction. If the cost turns out to be less, the contractor receives a certain percentage of the total cost as a bonus. If the cost of the executed work turns out more than a certain percentage of the increased cost will be deducted from his agreed fees.

iv. Labour Tender

- In this case, the contractor agrees to carry out the complete labour work of all the items of the work at the rates quoted by him. The contractor has to supply all the tools and the owner supplies all the material. The labour tender includes the labour work. The owner has to keep a close watch over the materials used by the contractor as he is least concerned with their wastage. This method is popular as the materials used and the workmanship will be of standard quality. The payment of extra charges is restricted to the labour charges only.

v. Demolition Tender

- These tenders are usually called for the demolition of the existing work and removal of all the materials of the same including carting away the same. In this highest and not the lowest tender should be approved. The tender should be accompanied by a specified deposit. The whole of the tender amount should be taken in advance before the possession of the site is given for the demolition.

25.8.5 Earnest Money

It can be defined as an initial deposit that is sent along with the tender to show the genuineness of the contractor. The amount of earnest money varies from 1% to 2% of the estimated cost of the project. The amount

remains in the safe custody of the interior designer till the work is allotted to the particular contractor who will be asked to deposit further sum towards the security deposit. The earnest money of the other contractors whose tenders are not accepted is returned to them. The main purpose of the earnest money is to see that fair competition takes place for the work. The earnest money is forfeited in favour of the owner in case the contractor refuses to enter into a contract after his tender has been accepted.

25.8.6 Security Deposit

When the tender of a particular contractor is accepted, he is asked to deposit a further amount with the interior designer varying from 2% to 5% of the estimated cost of the project which is known as a security deposit. This includes already deposited earnest money. This amount is kept as a check so that the contractor fulfills all the terms and conditions of the contract, and carries out the entire work to entire satisfaction. This does not carry any interest and is returned to the contractor after his defect liability period is over.

25.8.7 Retention Amount

The retention amount is nothing but a Security Deposit. On the acceptance of the tender contractor is asked to pay the necessary security deposit. In order not to burden the contractor with the entire amount of the security deposit, as he needs rolling capital for the ongoing work, from every running bill submitted by the contractor, 10% amount is retained which is called as retention amount. These installments are retained with the owner and paid to the contractor after the defect liability period.

25.9 CONTRACT

A building contract is an agreement under which a contractor undertakes the execution of the project for a certain payment from an employer. It must always be preceded by an offer in writing which is tender. The offer must be accepted by the party concerned and be communicated to the contractor in writing so that a valid contract may result. It is executed on stamp paper of the value prescribed by the Indian Stamp Act and must be signed and sealed (in case of contract by a public body) and delivered. Unstamped documents can not be admitted in evidence before an arbitrator (arbitration is the special court used during any professional disputes by architects, or interior designers) or court.

Definition: The contract documents consist of the Agreement, the General Conditions of the Contract, Specifications, and bills of quantities, including all the modifications thereof incorporated in the document before the execution and the Contract drawings prepared thereof by the Architect from time to time. These form the contract.

25.9.1 Contract Document

The following documents shall constitute the contract document;

- i. Articles of Agreement
- ii. General Conditions of the Contract
- iii. Specifications

- iv. Bills of quantities

25.9.2 Architects Duties and Liabilities Under Contract

- i. To act as the employer's representative during the execution period.
- ii. Periodically visit the site to check the work progress.
- iii. To keep the employer informed about the progress.
- iv. To guard the employer against defects.
- v. To reject the substandard work.
- vi. To be a fair interpreter and not to exceed his authority.
- vii. To stop work as and when necessary.
- viii. To give decisions, to issue further drawings, etc.

End of Chapter Exercise

1. What are the activities to be taken up by an interior designer to keep up to date in the profession?
2. Write the units and mode of measurement for the following:
 - Wall treatments – Paints, Wallpaper, Tile cladding, Panelling
 - Floor treatments – Tile, Carpet, Pourable flooring material, Wooden flooring
 - Ceiling Treatment – False ceiling
 - Furniture items – Bed, Dining Table, Kitchen Platform, Chair, Sofa, Wardrobe
 - Electrical wiring
 - Plumbing and Sanitary work – Pipes, Sanitary Fixtures and Fittings
3. What are the responsibilities of an interior designer?
4. Discuss the requirements of an Architects / Interior Designers office.

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