



**MINISTRY OF LANDS, PUBLIC WORKS, HOUSING &
URBAN DEVELOPMENT**

State Department for Public Works

**PROPOSED GUIDELINES ON TERMS OF ENGAGEMENT,
SCOPE OF WORKS AND
REMUNERATION GUIDE
FOR CONSULTING INTERIOR DESIGNERS
IN KENYA.**

November 2023 Edition

CHAPTER 1: TERMS OF ENGAGEMENT.

SECTION I: CONSULTING PROVISIONS

1.1.Declaration of these guidelines.

It is hereby declared to be the Intent of Interior Design Profession to safeguard life, health, property, and public welfare, consistent with the principles of sound and professional practice in the built environment;

These guidelines issued by State Department for Public Works provide for Interior Design Professionals and stakeholders including clients, a framework of minimum standards and requirements to guide and control professional engagement in Interior Design practice.

For purposes of these guidelines, a Consulting Interior Designer shall;

- a) Mean either-
 - i) Such a natural person in possession of qualifications and experience suitable for undertaking interior design services as shall be administered by an Association the natural person is prescribed to; or
 - ii) Such a body corporate validly registered as a firm member with a professional association dealing with matters interior Design.
- b) Show cause prescription to the Code of Ethics and Professional Conduct for Interior Design Practice in Kenya prior to being engaged to offer such services identified under the schedules;
- c) Be able to perform the services identified in these guidelines; and
- d) Exhibit other skills, care, diligence, efficiency and conduct reasonably expected from such a consultant

These guidelines shall be governed by, construed to be in accordance with the Laws of the Republic of Kenya and be used in administration of provisions of the Public Procurement and Asset Disposal Act of 2015 and any other applicable law.

1.2. Interpretation and Definitions

TERM	DEFINITION
Code of Ethics	means a set of standards for Consulting Interior Designers' obligations to the public, their clients, employers and the profession encompassing right conduct pursuant to the provisions of the Code of Ethics and Professional Conduct for Interior Design Practice in Kenya so published;
Consulting Interior Designer	Means the person or firm named in the Memorandum of Agreement and include any other person or persons taken into partnership by such person or firm during the currency of an Agreement and the surviving member or members of any such partnership. Consulting Interior Designer shall include their employees.
Practice of Interior Design	means the provision or offer to provide consultancy, advisory services or other design services, for a fee, commission or hope of reward, in relation to the interior area of a structure designed for human habitation.
Consultancy fees	payments made to any person or firm being the Consulting Interior Designer for acting in an advisory capacity or providing services on a consultancy basis;
Client	the person, firm or organization named in the Memorandum of Agreement, who has engaged the services of the Consulting Interior Designer
Project	Means a project with which a client is proceeding and a Consulting Interior Designer has been engaged to perform professional services including design, tender documentation, tender process and construction supervision and the construction
Sub-Contractor	a person or firm appointed by or on behalf of the Consulting Interior Designer to execute part of a project to manufacture or supply material for incorporation therein.
Other Consultants	Means a consultant other than the Consulting Interior Designer appointed by the Client to perform professional services in relation to a Project.

1.3.GENERAL CONDITIONS.

1.3.1. Selection of a Consulting Interior Designer.

The client shall identify the need to appoint a consultant to provide for Interior Design Services and other services set out in the schedules. The Consulting Interior Designer may agree to accept such appointment upon and subject to the terms and conditions set out in the Contract.

1.3.2. Commencement of Interior Design Services.

The Consulting Interior Designer will commence the project as soon as the specific proposal documents have been accepted and signed off by the client.

1.3.3. Consulting Interior Designer who carries on business as an interior design firm.

- 1.3.3.1.** The Consulting Interior Designer who is the principal partner and carries on business in interior design practice may offer interior design services as a consulting interior design firm and shall be incorporated in the memorandum of agreement as such.
- 1.3.3.2.** Interior Design consultancy services provided by a consulting interior design firm shall be in accordance with these guidelines.
- 1.3.3.3.** The interior design firm shall be remunerated solely by fees payable by the client for interior design consultancy services provided.

1.3.4. Engagement of other consultants by Client.

The Consulting Interior Designer shall advise the client on the need for other consultants to be engaged for any part of the project and unless otherwise agreed upon, the consultants shall be engaged and paid by the client.

1.3.5. Engagement of other consultants by the Designer.

A consulting interior designer may be required to engage his own consultants and if the engagement is approved by the client, the fees which would have been payable to such consultants if they were separately engaged shall be paid through the Consulting Interior Designer.

1.3.6. Coordination of Consultants' Works

A consulting interior designer shall instruct the consultants and coordinate the consultants' works where required, whether the consultants are engaged pursuant to subsection 1.3.4. or 1.3.5.

1.3.7. The Consulting Interior Designer not liable for acts of consultants engaged by client.

Where consultants are engaged by the client for any part of the project pursuant to sub-section 1.3.4, a Consulting Interior Designer shall not be liable for their performance, acts or omissions.

1.3.8. The Consulting Interior Designer responsible for acts of consultants engaged by him

Where consultants are engaged for any part of the project pursuant to sub-section 1.3.5, a consulting interior designer shall be primarily responsible for their performance, acts or omissions

1.3.9. Duties of the Consulting Interior Designer to be accurately described.

The client shall not enter into any contract with, nor make any representations to, any third party which describe the consulting interior designer's duties and responsibilities in a manner inconsistent with the terms of agreement.

1.3.10. Appointment of another Consulting Interior Designer

1.3.10.1. In the event that the Memorandum of Agreement between a consulting interior designer and a client is terminated for a reason not due to the fault of either party, a consulting interior designer shall, subject to the rights of either party in respect of antecedent breaches of the Memorandum of Agreement between the two parties, charge the balance of fees for the interior design consultancy services rendered up to the stage of termination together with all reimbursable charges.

1.3.10.2. After full settlement of all fees and charges due from the client, the consulting interior designer shall issue a letter of release to the client and the client shall be entitled to appoint another consulting interior designer to continue with the project.

1.3.11. Client's Agreement.

1.3.11.1. A Consulting Interior Designer shall obtain a written agreement from the client in respect of remuneration for Interior Design Consultancy Services to be provided within **sixty days (60)** from the date of the notification regarding such remuneration is duly served on the client.

1.3.11.2. Notwithstanding sub-section 1.3.11.1, where the client's agreement in writing is not obtained within the period as stipulated in sub-section 1.3.11.1 but the client agrees by his conduct to the terms of engagement and the scale of fees and charges, the client shall for the purposes of sub-section 1.3.11.1 be considered to have agreed to such terms of engagement and scale of fees and charges.

1.3.12. Instructions or variation orders.

A consulting interior designer shall not issue instructions or variation orders including changes in the design, without the prior approval of the client, unless;

- i. Such instructions or variation orders are statutory requirements or necessitated for safety reasons;
- ii. The client is informed in writing of the action taken as soon as practicable; and
- iii. The amount in respect of the variation works is within an amount that has been pre-agreed between the client and the consulting interior designer and is specified in the Memorandum of Agreement or any amendments to such agreement.

1.3.13. Inspection of Works

A consulting interior designer shall inspect the works at periodic intervals as required and where more frequent or constant inspection is considered to be necessary –

- i. May recommend to the client the employment of a clerk of works with requisite skills in interior design, resident interior designer or other personnel, where the cost of employing such person shall be borne by the client; or
- ii. May, if the client agrees, second to the project, personnel under the consulting interior designer's employment, where the consulting interior designer shall be reimbursed on the basis of time costs multiplied by a multiplier as agreed between him and the client.

1.3.14. Estimates of costs and time.

A consulting interior designer shall estimate the costs and the time for the project to be completed and shall keep the client informed of any material & process changes in such estimates of costs and time.

1.3.15. Entitlement to documents.

1.3.15.1. Where the Consulting interior designer has rendered the consultancy services up to and including the contract documentation phase and has received his due fees, the client is entitled to reproduce the design for the purpose of implementing the project provided that the project is on the site on which the design was originally prepared.

1.3.15.2. The entitlement to utilize the original design as stipulated in sub section 1.3.15.1. shall be applicable to the maintenance, repair, renewal, reinstatement or modification of the project.

1.3.16. Client to provide all information.

A client shall provide the consulting interior designer with all the necessary information on requirements for the project to enable the consulting interior designer proceed with the project, including particulars concerning existing structures and features of the site, sub-surface conditions and adjoining sites, unless such particulars are agreed not to be provided to the consulting interior designer under the Memorandum of Agreement.

1.3.17. Client's authorized representative.

A client shall designate, if necessary, a liaison person who will maintain regular contact with the consultant on matters regarding the project.

1.3.18. Instructions to contractor.

A client shall only issue instructions to the project contractor undertaking interior design works through the Consulting Interior Designer.

1.3.19. Dispute Resolution

- 1.3.19.1.** If there is a dispute between parties arising under the Agreement, either party shall give a notice in writing to the other party informing him/her of the matter in dispute and requiring its settlement.
- 1.3.19.2.** The Party claiming a dispute has arisen must give written notice to the other party specifying the nature of the dispute.
- 1.3.19.3.** The parties shall appoint an arbitrator within (14) fourteen days from the date of the notice.
- 1.3.19.4.** If the parties fail to appoint an arbitrator within fourteen days from the date of the notice, either party may apply for a nomination or appointment to be made by the Association the consulting interior designer is a member of, whose award shall be final and binding.

1.3.20. Suspension of Interior Design Consultancy Practices.

- 1.3.20.1.** A consulting interior designer shall, in the event the client fails to pay the fees claimed within the period stipulated in the Memorandum of Agreement, be entitled to suspend his/her services not amounting to a termination, where the suspension commences upon the Consulting Interior Designer having duly served a written notice of suspension to the client.
- 1.3.20.2.** The suspension under Sub-Section 1.3.20.1. shall remain in force until the fees are paid or settled, or in the event of a dispute, until the matter is referred for resolution as provided for in these guidelines and rules made thereof.

1.3.21. Termination of engagement.

- 1.3.21.1.** The Memorandum of Agreement between a consulting interior designer and a client may be terminated at any time by either party serving upon the other party a written notice of termination, where such termination shall take effect after a period of sixty days from the date of the written notice, or such shorter period as may be agreed upon between the parties.
- 1.3.21.2.** Notwithstanding the service of notice of termination under sub-section 1.3.21.1. a consulting interior designer shall continue to provide consultancy services until the date of termination of the Memorandum of Agreement.
- 1.3.21.3.** Upon termination of Memorandum of Agreement, fee for the services completed shall be calculated in accordance with procedures to be agreed between the consulting interior designer and the client.
- 1.3.21.4.** For purposes of Sub-Section 1.3.21.3, an Agreement shall be deemed to be terminated where services are deferred or suspended for a period of more than 90 calendar days in aggregate, unless otherwise agreed in writing by the parties.

1.3.22. Death or incapacity of a consulting interior designer.

- 1.3.22.1.1.** In event of death or incapacity of a consulting interior designer who is a sole proprietor, the consulting interior designer's engagement shall be regarded as terminated.
- 1.3.22.1.2.** The client may, on payment of all outstanding fees and other dues in respect of the engagement of the consulting interior designer, make use of all drawings and documents prepared by the consulting interior designer, provided that they are only for the purpose of implementing the project on the site on which the design was originally prepared.

1.3.23. Copyright of documents

Copyright of all design works, plans and documents, will remain the property of the consulting interior designer. The client shall be entitled, on payment of all fees and other project-related costs, to use the design works, plans and documents for the specific purpose for which they were prepared, but for no other purpose.

1.3.24. Client not infringe the terms of the agreement.

A client shall not enter into any contract with, nor make any representations to, any third party which describe the consulting interior designer's duties and responsibilities in a manner inconsistent with terms of the agreement.

SECTION II: MEMORANDUM OF AGREEMENT.

1.4. FORM OF AGREEMENT BETWEEN A CLIENT AND A CONSULTING INTERIOR DESIGNER FOR INTERIOR DESIGN SERVICES.

CONTRACT OF AGREEMENT

made this day of 20.....

BETWEEN

.....
.....

of

.....
.....

(hereinafter called “the client”) of the one part)

AND

.....
.....

of

.....
.....

(hereinafter called “the Consulting Interior Designer”) of the other part

WHEREAS

the client has considered and approved appointment of the Consulting Interior Designer to provide professional services in connection with;

.....
.....
.....
.....
.....
.....

(Referred to in this Agreement as the Project or Works)

NOW IT IS HEREBY AGREED as follows:

1. The client agrees to engage the consulting interior designer to provide services as described in this Agreement and the consulting interior designer agrees to provide such Services in accordance with the terms of the Agreement.
2. This Agreement comprises this form of agreement together with the following documents which shall be deemed to form and be read and construed as part of this Agreement.
 - a. Terms of engagement for consulting interior design services
 - b. Obligations of a consulting interior designer
 - c. Remuneration and payment of a consulting interior designer
 - d. Contract conditions and schedule of services
3. In consideration of the payment to be made by the client as hereinafter mentioned, the consulting interior designer hereby agrees to perform the Services in conformity with the provisions of this Agreement.
4. The Client hereby agrees to pay a fee of Kshs.....
(**Kshs**.....) and the reimbursable expenses of Kshs.....
to the consulting interior designer in consideration of the performance of the Services under the provisions of this Agreement at the times and in the manner prescribed by this Agreement.
5. The additional services to be carried out in accordance with subsection 1.7.3.of the said terms of engagement shall be;
 - i)
 - ii)
 - iii)
 - iv)
 - v)
6. The terms of this Agreement have been explained in the context of the client's rights as a consumer.
7. **IN WITNESS** whereof the parties hereto have caused this Agreement to be executed the day, month and year first before written in accordance with the laws of the Republic of Kenya.

For and on behalf of the client;

Name _____

Designation _____

Signature _____

In the presence of;

Name _____

Designation _____

Signature _____

Address _____

For and on behalf of the Consulting Interior Designer;

Name _____

Designation _____

Signature _____

In the presence of;

Name _____

Designation _____

Signature _____

Address _____

1.5. OBLIGATIONS OF A CONSULTING INTERIOR DESIGNER.

1.5.1. Performance of Services.

A consulting interior designers shall perform Normal Services, as so prescribed in sub section 1.7.1. and such Additional Services so prescribed in sub section 1.7.3. and as may be requested or consented to by the Client.

1.5.2. Skill and Care

A Consulting Interior Designer shall exercise reasonable skill, care and diligence in performance of his/her services.

1.5.3. Assignment

1.5.3.1. A consulting interior designer shall not, without a written consent of the Client, unreasonably delay or withhold, assign or transfer any benefit or obligation under his/her Agreement.

1.5.3.2. A consulting interior designer will be expected to work closely with other project consultants and attend all site meetings with the Consultants and Specialists

1.5.4. Acting as Lead Consultant

1.5.4.1. A consulting interior designer shall if so, indicated by the Client prior to the execution of the Agreement to act as the lead consultant, Act so to coordinate and integrate the services of such other consultants as the Client may appoint.

1.5.4.2. The consulting interior designer will not be responsible for the detailed designs of any other Consultant or liable for defects in or omissions from them.

1.5.5. Working with Specialists Sub-Consultants

1.5.5.1. A Consulting Interior Designer may recommend to the Client that the Consulting Interior Designer sub-lets to a specialist sub-consultant the performance of any of the Services.

1.5.5.2. The Client shall not unreasonably withhold consent to such recommendation and the Consulting Interior Designer shall integrate such sub-consultant's services with his own.

1.5.5.3. The Consulting Interior Designer shall be responsible for the performance and the payment of any sub-consultant.

1.5.6. Design by Contractors or Sub-Contractors

- 1.5.6.1.** A consulting interior designer may recommend that specialist suppliers and/or contractors should design and execute certain part or parts of the project in which circumstances the consulting interior designer shall co-ordinate the design of such part or parts with the overall design but he shall be relieved of all responsibility for the design, manufacture, installation and performance of any such part or parts of the Works.
- 1.5.6.2.** Where any persons are engaged in accordance with sub section 1.4.5.1, the Consulting Interior Designer shall be under no liability for any negligence, default or omission of such persons.
- 1.5.6.3.** If the Consulting Interior Designer shall be required to incorporate proposals by others in his/her scheme, he/she shall not be responsible for the design or performance of the proposals designed by others.

1.5.7. Appointing a Project Leader

A consulting interior designer shall designate a project leader approved by the client who shall be deemed to have authority to make decisions on behalf of the consulting interior designer under the Agreement. The project leader shall not be replaced without the consent of the client, which consent shall not unreasonably be delayed or withheld.

1.5.8. Limit of Authority

- 1.5.8.1.** A consulting interior designer shall not, without the further approval of the client, alter the design once approved by the client; save in the event of any emergency,
- 1.5.8.2.** The consulting interior designer shall not without the approval of the client issue instructions to any contractor the effect of which would be to alter any design already approved by the client or to incur additional costs to the client beyond whatever limits may have been agreed for such additional costs.

1.5.9. Bills of Quantities

- 1.5.9.1.** The consulting interior designer shall advise the client on the need for preparing bills of quantities in respect of the Works before invitation of tenders thereof.
- 1.5.9.2.** The preparation of bills of quantities forms part of scope of work for the consulting interior designer.
- 1.5.9.3.** Specifically, the consulting interior designer shall:
 - i.** Prepare detailed bills of quantities for the project if the design of the project is sufficiently advanced to enable him/her to do so, or

- ii. Prepare any bills of approximate quantities for the Works if the design of the Project is not sufficiently advanced to enable him to prepare detailed bills of quantities.
- iii. Prepare priced bills of quantities for accurate cost estimates.
- iv. Execute any other quantity surveying works as necessary.
- v. In any case in which the consulting interior designer has prepared bills of quantities, he/she shall subsequently correct the quantities and re-price the bills.

1.5.10. Liability of the Consulting Interior Designer

If the consulting interior designer shall be found liable to the client (*whether under the express or implied terms of this agreement, in negligence, or otherwise at common law*) for any costs, loss or damage suffered by the client, however caused and of whatever nature, arising out of or connected with the performance or failure of performance of services by the Consulting Interior Designer, then the maximum amount of that liability in total for the aggregate for all such claims against the Consulting Interior Designer shall not exceed the total value of the Consulting Interior Designer's fees.

1.5.11. Mitigation of Consulting Interior Designer's liability

- 1.5.11.1. Liability of a consulting interior designer to the client against loss or damage as aforesaid in sub section 1.5.10 shall be reduced proportionately to the extent that any act or omission of the client (*whether amounting to a breach of this agreement or not*) has contributed towards any such loss or damage.
- 1.5.11.2. The client may at any time request the designer to produce a proof of a professional indemnity insurance cover

1.6. OBLIGATIONS OF THE CLIENT.

1.6.1. Provision of Information

The Client shall supply to the Consulting Interior Designer, without charge and in such time so as not to delay or disrupt the performance by the Consulting Interior Designer, project brief, project cost, project programme and relevant data and information (including details of the services to be performed by any Other Consultants) in the possession of the Client, his agents, servants, other Consultants or Contractors.

1.6.2. Payment for Services

The Client shall pay the Consulting Interior Designer fees and disbursements for the performance of the Services as set out in chapter 2 of these guidelines.

1.6.3. Providing Assistance

The Client shall give, and shall ensure that his/her agents, servants, other consultants and contractors give, such assistance as shall reasonably be required by the Consulting Interior Designer in the performance of the services.

1.6.4. Making Decisions

The client shall ensure that his/her decisions, instructions, consents or approvals on or to all matters properly referred to him/her shall be given in such reasonable time so as not to delay or disrupt the performance of the services by the Consulting Interior Designer.

1.6.5. Assignment

A client shall not, without the written consent of the Consulting Interior Designer, which consent shall not unreasonably be delayed or withheld, assign or transfer any benefit or obligation under this Agreement

1.6.6. Appointing Client's Representative

The client may designate a representative who shall be deemed to have authority to make decisions on behalf of the client under this Agreement. The client shall notify the Consulting Interior Designer immediately if the representative is replaced.

1.6.7. Appointing Contractors

- 1.6.7.1.** The client shall appoint contractors to execute and/or to manage the execution of the project and the works.
- 1.6.7.2.** The client shall require that the contractors execute the project and the works in accordance with the terms of the relevant contracts.
- 1.6.7.3.** Neither the provision of site staff nor periodic visits by the Consulting Interior Designer or his staff to the site shall in any way diminish the responsibilities of the contractors or any sub-contractors for executing the project and the works in compliance with the relevant contract documents and any instructions issued by the Consulting Interior Designer.

1.6.8. Transitional provisions

- 1.6.8.1.** All actions, engagements, directions, approvals or decisions done, made or given before the commencement of these guidelines shall continue to have effect, until they expire, are terminated or revoked, as the case may be.
- 1.6.8.2.** All fees or expenses payable for an Interior Design consultancy practice or specialist consultant prior to commencement of these guidelines shall continue to be made.

SECTION III: INTERIOR DESIGN SCOPE OF SERVICES.

1.7. Types of Interior Design Consultancy Services

Interior Design consultants shall provide any or all of the following services:

- i)** Normal Services;
- ii)** Supplementary Services;
- iii)** Additional Services

1.7.1. NORMAL SERVICES.

These are basic project services provided by the Consulting Interior Designer, causing the basis of retaining the consultant. However, the nature of each project will determine the scope of the services required.

The scope of Interior Design work in a normal building project includes design, specification of ceiling, wall and floor finishes, and particularly in;

- 1.** Selection, documentation, facilitation of procurement and installation of furniture and related fittings and wood joinery; layouts & arrangement.
- 2.** Determination of soft furnishings including carpets; window treatments including blinds, other fixtures including lighting & sanitary ware and loose equipment including appliances.
- 3.** Advise and determine Colour & schemes; other painting works including special effects; and any final wall finish material.
- 4.** Determination and specification of floor finishes; interior plant selections and placement.
- 5.** Coordinate provision of works of art including ironmongery; and other decorative accessories.
- 6.** Other Design work arising from a building project including signage.

1.7.1.1. Phases for Normal Services.

The basic services that may be provided by a Consulting Interior designer shall be for any or all of the following phases:

- i)** Schematic Design Phase;
- ii)** Design Development Phase;
- iii)** Contract Documentation Phase;
- iv)** Contract Implementation and Management Phase;
- v)** Final Completion Phase

S/NO.	WORK STAGE	PROJECT PHASE	SERVICES COVERED	
1.	Pre-construction	Preparation and briefing phase	Carrying out project pre-feasibility studies	
			Taking the client's instructions and analyzing into the project brief	
			Carry out initial research work on the proposed project.	
			Agreeing with client on project budget	
			Advise the client on Interior Design services involved, duties and fees applicable	
			If the lead consultant, advice on the need for other consultants; and costs thereof	
2.		Pre-construction	Concept phase	Preparation and development of preliminary conceptual sketch proposals
				Preparing preliminary estimates of the probable costs
				If the lead consultant, contract specialist's consultants if required.
				Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities
				Analyse the client requirements and relay the finding to the other consultants
			Technical Detail Design phase	prepare the interior working, scheme drawings and other documentation for the tender process
	Acquire client approval of drawings, estimates and other submissions made			
	Obtain and submit to the client design works, estimates and any other submission from other consultants working under the interior designer for approval and subsequent amendments if any			
3.	Pre-construction	Production phase	Where required, seek necessary statutory approvals for the project	
			Finalizing on detailed drawings and other particulars necessary to the stage of completion sufficient to enable bills of quantities be prepared	
			Development of project implementation schedule and submitting the same to the client for approval	
			Where required, establish a project Procurement policy for the project	
			Updating the preliminary estimates of construction costs and submitting the same to the client for approval	

S/NO.	WORK STAGE	PROJECT PHASE	SERVICES COVERED
3.	Pre-construction	Construction tender	In collaboration with other consultants, and if no quantity surveyor is engaged, prepare tender documentation necessary for obtaining competitive tenders for the works
			As case may be, preparing contract documents, either alone or in collaboration with other consultants appointed by the client, for signature between the client and the contractor
			If need be, provide assistance in preparing purchase enquiries
			In collaboration with other consultants, evaluating the results of the tenders and submitting a report and recommendation to the client
4.	Construction	Manufacturing and construction	Performing all functions and duties of a consulting interior designer under the terms and conditions of the building contract;
			If need be, advising the client on the site staff required for the project and their employment terms
			As case may be, providing information and issuing instructions to the contractor as required to enable proceed with the works;
			examining the works programme submitted by the contractor
			In collaboration with other consultants, and if no project manager is engaged, advice on issuance of payment certificates
			Participating in quality inspection and mock up approvals of Interior design works
			Coordinate, based on the scope of works, the monitoring progress and attending all monitoring meetings
Witness relevant performance tests as and when required.			
5.	Post construction	Hand over phase	Development of as-built drawings and submitting product supplied warranties to the client
			In collaboration with other consultants, and if no project manager is engaged, advice on issuance of practical completion certificate

1.7.2. SUPPLEMENTARY SERVICES

The Supplementary Services are services that are not included in the normal services but which may be provided by the Consulting Interior Designer to supplement the normal services.

The services shall be any or all of the following:

S/NO.	SERVICE
1.	Advanced lighting design and associated services
2.	preparing the drawings for sale and purchase agreements, where relevant;
3.	Office space Audit:
4.	preparing as-built drawings of buildings of which the Consulting Interior Designer is not the Project Consulting Interior designer
5.	providing other design services, graphics and signage in connection with the project
6.	works of art or commissioning of decorative works and supervising their installation;
7.	Promotional material consultancy works
8.	Client advice on selection and suitability of proposed sites; including space acquisition;
9.	Acoustic design and associated services
10.	Material Selection and related Procurement of works
11.	Monitoring and Evaluation of inputs, outputs, impacts and outcomes of projects and programmes.
12.	Preparation or review of other works involving interior design;
13.	Kitchen design

1.7.3. ADDITIONAL SERVICES

These are additional services that may be provided by a Consulting Interior Designer under a separate appointment.

The following requires Professional Training as a proof prior to offering the services.

S/NO.	SERVICE
1.	Project Management services
2.	Sustainable Building and associated consultancy services.
3.	Arbitration, Negotiations and associated Client management services
4.	Advanced Lighting Design and associated services
5.	Audit of buildings
6.	Consultancy service leading development of special reports
7.	Pre-competition, Jury, post adjudication and other services for design competitions
8.	Consultancies in Quality control, assurance and accreditation of service providers
9.	Acoustic Design and associated services

The following don't require specialized qualification or proof of Professional Training prior to offering the services.

S/NO.	SERVICE
1.	Development of Impressions, Models, 3D Illustrations and other special drawings:
2.	Human and vehicular traffic studies and design
3.	Consultancy leading to Development of Purpose-made items
4.	Building performance appraisal

1.8. Project Management Consultancy Services

The project management services may be any or all of the following:

- i) providing project management consultancy services from the inception to completion of a project, including preparing of project briefs, appointing and coordinating with consultants, contractors and suppliers, preparing various levels of project schedules for the planning, implementation and monitoring all the activities and elements related to the agreed targets, preparing reports and their submission to the client, and accepting the completed works on behalf of the client;
- ii) providing periodic or full-time site staff for frequent or constant inspection of a project;
- iii) providing full services required for project management in serving as the overall coordinator where separate contracts for each trade are awarded;

1.8.1. Consulting Interior Designer as a Project Manager.

- i) The Project Manager coordinates the logistics of a Project and activities of other Consultants as they relate to the Client. The project manager shall not take professional responsibility for the performance of any of the other Consultants.
- ii) The Consulting Interior designer as the Project Manager shall be the client's representative on the project team for the coordination of logistics and general support services as required by the nature of the project.
- iii) A Consulting Interior Designer shall not practice as a project manager unless attained the tier (3) category of membership a provided in schedule I of these guidelines
- iv) The Project Management shall constitute an additional service for a Consulting Interior Designer and its remuneration shall be in accordance with sub section 1.7.3.

CHAPTER 2.0: REMUNERATION GUIDE.

2.1 General rules

Guided remuneration arising from these guidelines shall be VAT exclusive. However, Final remuneration shall include all applicable statutory fees including VAT.

2.1.Methods Of Remuneration.

Fees for the below mentioned engagements shall be based on one of the three methods of calculation.

2.1.1. TIME COST BASED MODEL

a) For Normal Services.

- i) Projects, Programmes and Works offered by a Consulting Interior Designer as **Normal Services** may be remunerated based on hourly rate basis as tabulated under table 2.1.1.
- ii) Schedule I on Categorization and Qualification of a Consulting Interior Designers shall **APPLY** on this sub section.
- iii) Working hours of a Consulting Interior Designer shall be in compliant with provisions under the Employment Act, Cap 226 No11 of 2007 of the Laws of Kenya
- iv) Without prejudice to sub-section iii) above, parties involved may agree on such other working hours or days and determine remuneration thereof.

Table 2.1.1 Rates based on Hourly Rate Basis.

S/NO.	CATEGORY	RATE (KSHS.)	
		PER DAY	MONTHLY
i)	Tier 1	15,000	
ii)	Tier 2	12,000	
iii)	Tier 3	8,000	
iv)	Tier 4	5,000	
v)	Tier 5	3,000	

b) Supplementary Services.

Projects, Programmes and Works below to be offered by a consulting interior designer as **Supplementary Services** may be remunerated based on hourly rate basis

S/NO.	SERVICE
1.	Advanced lighting design and associated services
2.	Works of art or commissioning of decorative works and supervising their installation;
3.	client on the selection and suitability of proposed sites; including space acquisition;
4.	Acoustic design and associated services
5.	Material Selection and related Procurement of the works
6.	Monitoring and Evaluation of inputs, outputs, impacts and outcomes of projects and programmes
7.	Preparation or review of other works involving interior design;

c) Additional Services.

Projects, Programmes and Works below to be offered by a consulting interior designer as **Additional Services** may be remunerated based on hourly rate basis

S/NO.	SERVICE
1.	Pre-competition, Jury, post adjudication and other services for design competitions
2.	Consultancies in Quality control, assurance and accreditation of service providers (contractors, subcontractors, specialists etc)
3.	Arbitration, Negotiations and associated Client management services
4.	Green Building and associated consultancy services.
5.	Material Selection and related Procurement of the works
6.	Computation of variations and valuations
7.	Preparation or review of other works involving interior design
8.	inspecting and advising the client on the selection and suitability of proposed sites; including space acquisition
9.	Audit of buildings
10.	Building performance appraisal
11.	selection of works of art or commissioning of decorative works and supervising their installation;
12.	Monitoring and Evaluation of inputs, outputs, impacts and outcomes of projects and programmes.
13.	Procurement Activities
14.	Human and vehicular traffic studies and design

2.1.2. FIXED CONTRACT/LUMP SUM FEE BASED MODEL

1. For purposes of calculating interior design consultancy fee in a tendered project, the cost shall be calculated based the accepted tender cost-plus other provisions that may be provided;
2. For purposes of calculating interior design consultancy fee where no tender documents is required, the cost can be mutually agreed based on fair assessment of the engagement;
3. For purposes of calculating interior design consultancy fee in a tendered project, the cost of a single item to be supplied in the project whose cost is more than Kshs. 500,000 will be deducted from the accepted tender cost as tabulated below

S/NO.	COST OF AN ITEM	FEE IN PERCENTAGE
1.	Below Kshs. 500,000	Normal % fee rate applicable
2.	Between Kshs. 500,000-1,000,000	Normal % fee rate applicable +2% of the item cost
3.	Between Kshs. 1,000,000-5,000,000	Normal % fee rate applicable +0.5% of the item cost
4.	Kshs. 5,000,000 and above	Normal % fee rate applicable +0.5% of the item cost

2.1.3. PERCENTAGE FEEBASEDMODEL.

- 2.1.3.1. Remuneration for normal services for design Stages I and II shall be 3.9% of the estimated Project Cost for new projects, and 4.2% for services on existing structures all of which shall be adjusted appropriately at the end of Design Stage for the final fees payable to the Consulting Interior Designer.
- 2.1.3.2. For purposes of calculating remuneration under supplementary services, the percentage fee shall be mutually agreed based on fair assessment of the engagement. The agreed percentage shall be added to the agreed normal fee percentage.
- 2.1.3.3. Services offered under additional services shall attract a minimum percentage fee of 4.2% the project plus any other percentage mutually agreed based on fair assessment of the engagement.

2.2.DETERMINATION OF COST OF WORKS

The cost of Interior design works shall be determined:

- 2.2.1.** For completed works, the original contract sum or if there are variations to the works, the final cost of works including variations;
- 2.2.2.** For works tendered but not awarded, the lowest acceptable tender as agreed by the consultant and the client less contingency sum; and
- 2.2.3.** For works where tenders have not been received, the latest estimate of costs prepared by the consultant or other consultants and accepted by the client

2.3.OTHER REIMBURSEMENTS.

- 2.3.1.** Out of pocket expenses incurred by a Consulting Interior Designer on design and production of final drawings and documents shall be covered under the Consulting Interior Designer's normal fee.
- 2.3.2.** Pursuant to sub section 2.3.1, purchase, printing, and production of all documents, drawings, bills of quantities, maps, models, 3D renders, photography or other records required in connection with the design or construction of the projects will be reimbursed upon presentation of detailed invoices with supporting receipts. Payment shall be actual cost plus 15%.
- 2.3.3.** The client will reimburse expenses incurred by a Consulting Interior Designer for at least one visit to the site during the design stage. Reasonable hotel and subsistence expenses consistent with seniority of consultant's staff as laid down in Schedule I of these guidelines or as stipulated by a circular of rates and cluster classification for purposes of payment of daily subsistence allowance for Government officers by Salaries and Remuneration Commission shall apply.
- 2.3.4.** Cost of telephone calls, airtime, internet charges, other postages and similar communications will be reimbursed.
- 2.3.5.** Expenses incurred in respect of advertising for tenders, site staff, and the time and expense for interviews shall be reimbursed.
- 2.3.6.** Expenses incurred from County Governments or Other Statutory Organizations, inspection or similar charges shall be reimbursed.
- 2.3.7.** Such unforeseen expenses incurred in respect of undertaking preliminary studies, surveys, research-works and other fact-finding activities shall be reimbursed.
- 2.3.8.** Any payment made on behalf of and with prior approval of the client, shall be reimbursed
- 2.3.9.** Any other reimbursements as may be agreed between parties

2.4. PAYMENT TIME LIMIT

- 2.4.1. Payment notices for installments of fees, remuneration and reimbursements shall be issued and paid in accordance with agreed drawdown schedule.
- 2.4.2. Payment notices issued under clause 2.5.1. shall be honored within **21** working days, failing which shall attract interest at 2.5 % above prevailing bank rate for the period of delay.
- 2.4.3. Without prejudice to sub clause 2.5.1 the below tabulated shall apply ;

WORKS STAGE		BREAKDOWN	GENERAL PERCENTAGE
Pre-Construction	On appointment(Preparation& briefing phase)	10%	70%
	Concept stage	20%	
	Design development		
	Technical detail design	30%	
	Production drawings		
	Construction tender		
	Design consideration	10%	
Construction	Construction	25%(for a long project, this can be settled upto three (3) phases	25%
Post construction	Handing over & Close out	5%	5%
TOTAL PERCENTAGE		100	100

SCHEDULE I: SCHEDULE OF CATEGORIZATION OF CONSULTING INTERIOR DESIGNERS.

S/NO.	CATEGORY	MINIMUM QUALIFICATION
1.	Chief Interior Design Consultant Tier (1)	Holder of a Bachelor Degree in Interior Design from a recognized institution
		Holder of a valid Membership Certification from a recognized Professional Association promoting Interior Design Practice in Kenya
		Has at least 15 years' proven Interior Design experience
		Possess Project Development and Management Certification or its equivalent from a recognized institution.
		Possess a Management Course from a recognized institution.
2.	Principal Interior Design Consultant Tier (2)	Holder of a Bachelor Degree in Interior Design from a recognized institution
		Holder of a valid Membership Certification from a recognized Professional Association promoting Interior Design Practice in Kenya
		Has at least 12 years' proven Interior Design experience
		Possess Project Development and Management Certification or its equivalent from a recognized institution.
3.	Senior Interior Design Consultant Tier (3)	Holder of a Bachelor Degree in Interior Design from a recognized institution
		Has at least 9 years' proven Interior Design experience
		Holder of a valid Membership Certification from a recognized Professional Association promoting Interior Design Practice in Kenya
		Possess Project Development and Management Certification or its equivalent from a recognized institution
4.	Interior Design Consultant Tier (4)	Holder of a Bachelor Degree in Interior Design from a recognized institution
		Has at least 6 years' proven Interior Design experience
		Holder of a valid Membership Certification from a recognized Professional Association promoting Interior Design Practice in Kenya
5.	Graduate Interior Design Consultant Tier (5)	Holder of a Bachelor Degree in Interior Design from a recognized institution
		Has at least 3 years' proven Interior Design experience
		Holder of a valid Membership Certification from a recognized Professional Association promoting Interior Design Practice in Kenya