

**DESCRIPTION OF WORKS TO ASSIST
TENDERING FOR LEGAL SERVICES**

TO

**THE TANGANYIKA FARMERS' ASSOCIATION
PLC**

PROPOSED CONTRACT DURATION: 1ST SEPTEMBER 2017 TO 30TH AUGUST 2018

INTRODUCTION

To assist tendering, TFA has set some guidelines so that all bidders have the same information. The description below is however provisional only and not binding to TFA. The wording herein shall not be taken to mean TFA is bound to accept or not to accept or has accepted any bid and / or give reasons for its decision whatsoever. These guidelines are only in addition to the usual tender submissions which include but not limited to Company profile, ability and experience to perform the tasks, list of areas the bidder has performed duty etc.

PROVISION OF LEGAL SERVICES AND THE TERMS

The Contractor shall provide legal services (specifically litigation) to protect the Client as per the terms herein.

1. The legal services provided to the Client by the Law Firm are based on the facts of the specific assignment as provided by the Client. The Client cannot rely on the advice provided by the Law Firm in any circumstances which the Law Firm has not analyzed prior to providing the advice.
2. Legal services only include the provision of legal assistance within the scope of the assignment agreed with the Client. Legal services do not cover advice in other areas (such as any financial, accounting, environmental, technical or other advice).
3. Advocates of the Law Firm are qualified to provide legal services only on the basis of the law of jurisdiction of the respective Law Firm. Based on its general experience in the respective area of law, the Law Firm may provide views on issues related to the law of other jurisdictions, but this does not constitute provision of legal services and the Law Firm does not assume any liability for the correctness of such views.
4. The Client undertakes to provide the Law Firm all relevant information and documents concerning the assignment and to keep the Law Firm informed of facts that change or may be anticipated to change. In co-operating with the Law Firm and at its request the Client will promptly deliver documents, positions and perform other acts necessary for timely performance of the assignment.

FEES AND INVOICING

1. The amount of the fee for legal services requested by the Client is calculated on the basis of, but not limited to the following criteria:
 - (i) the time spent in fulfilling the assignment;

- (ii) the resources required for fulfilling the assignment;
 - (iii) the business interest involved; and
 - (iv) the time constraints for fulfilling the assignment.
2. For the avoidance of doubt, time spent on telephone calls relating to the Client's matters, including calls with the Client, other advisors of the Client or opposing counsel will not be charged. Unless otherwise agreed, the Law Firm will charge the Client for time its personnel spends traveling in performance of the assignment.
 3. Fee estimates are always indicative and are based on information available to the Law Firm at the time the estimate is given. Unless agreed otherwise, fee estimates cannot be regarded as fixed quotes.
 4. Unless otherwise instructed by the Client, the Law Firm may take such action as it considers necessary or advisable in order to carry out an assignment, and incur reasonable out-of-pocket expenses on the Client's behalf.
 5. Value added tax is added to fees in the cases and at the rate set by law.

All above terms are provisional for tendering purposes. Detailed agreement shall be drawn between the Client and the Contractor who shall have won the tender.

TFA is not bound to accept or not to accept the lowest, the highest or any tender and is in no way obliged to give reasons as to its decision whatsoever.