

Q1:

Under clause 9.1 of the Service Deed at Annex III to the Tender Notice (“the Service Deed”), the Purchaser shall indemnify the Government from all Claims and Losses arising from any act or omission “of the Purchaser, its principals, members, employees, agents, representatives, licensees, contractors, Subcontractors or any persons who provided or provide Services at or relating to the Development”. What class of persons could this “Purchaser’s principals” possibly mean?

A1:

The term “principal” is not defined in the Service Deed. The ordinary dictionary meaning of “principal” is a person/entity who/which authorizes another person/entity (generally known as agent) to act on his/its behalf. The above, however, does not constitute any advice or opinion of the Government on any clauses of the Service Deed. Pursuant to paragraph 23 of the Tender Notice, the Government will only answer questions of a general nature concerning the tender exercise and will not provide legal or other advice in respect of the Service Deed or any other documents referred to in the Tender Notice. Tenderers may consider to consult their own professional advisors on the interpretation or legal implication of any provisions of the tender documents (including the Service Deed) or any specific legal issues which concern them.