



**PASEGURUHAN NG MGA NAGLILINGKOD SA PAMAHALAAN
(GOVERNMENT SERVICE INSURANCE SYSTEM)**

Financial Center, Pasay City, Metro Manila 1308

GSIS INSURANCE BIDS AND AWARDS COMMITTEE (GIBAC)

Project title: Reinsurance of the Airport Liability Insurance of the MANILA INTERNATIONAL AIRPORT AUTHORITY

**Bid Bulletin No. 1
October 19, 2017**

This bid bulletin is issued to amend and modify items in the Bidding Documents of the **“Reinsurance of the Airport Liability Insurance of the MANILA INTERNATIONAL AIRPORT AUTHORITY”**. This shall form an integral part of the Bidding Documents.

I. Bidders' Query

| Query | Response |
|--|---|
| 1. We kindly ask if the client can answer the Contractual Liability section, items a) to h) of the Application Form. | The accomplished Contractual Liability of the Application Form shall be provided to prospective bidders who have purchased and will purchase the bidding documents upon availability. |

II. Section VII : Technical Specifications

1. Technical Specifications

A revised Technical Specifications shall be provided to prospective bidders who have purchased and will purchase the bidding documents.

2. The following are changes to the Proposed Policy Wordings:

a. Under the Limit of Liability on page 64

From:

COMBINED SINGLE LIMIT (Bodily Injury/Property Damage)

Php16,000,000,000.00 any one occurrence and in the aggregate in respect of Products Liability

Php1,079,000,000.00 anyone offence and in the aggregate in respect of Personal Injury Extension AVN60A

Costs and Legal Expenses are payable in addition to the above limits - 25% of the liability or Php1,000,000,000.00 whichever is lower

TO:

COMBINED SINGLE LIMIT (Bodily Injury/Property Damage)

Php16,000,000,000.00 any one occurrence and in the aggregate in respect of Products Liability

Sublimit: Php1,079,000,000.00 any one offence and in the aggregate in respect of Personal Injury Extension AVN60A.

Costs and Legal Expenses are payable in addition to the above limits - 25% of the liability or Php1,000,000,000.00 whichever is lower

b. Amendment of the date on item no. 1 of the Extended Coverage Endorsement (Liabilities)

From:

1. WHEREAS the Policy of which this Endorsement forms part includes the War, Hijacking and Other Perils Exclusion Clause (Clause AVN.48B), it is hereby understood and agreed that with effect from 1st April 2005, all sub-paragraphs other than (b) of clause AVN.48B forming part of this policy are deleted SUBJECT TO all terms and conditions of this Endorsement.

To:

1. WHEREAS the Policy of which this Endorsement forms part includes the War, Hijacking and Other Perils Exclusion Clause (Clause AVN.48B), it is hereby understood and agreed that with effect from the inception of this policy, all sub-paragraphs other than (b) of clause AVN.48B forming part of this policy are deleted SUBJECT TO all terms and conditions of this Endorsement.

c. DELETION of the AVN 2001A on the proposed policy wordings and REPLACEMENT with AVN 2002A:

From:

DATE RECOGNITION LIMITED COVERAGE CLAUSE

Whereas the policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN2000A shall not apply:

1. to any accidental loss of or damage to an aircraft defined in the Schedule of aircraft ("insured aircraft")
2. to any sums which the insured shall become legally liable to pay and (if so required by the Policy shall pay (including costs awarded against the insured) in respect of:
 - a. accidental bodily injury, fatal or otherwise to passengers caused by an accident to an insured aircraft; and or
 - b. loss of or damage to baggage and personal articles of passenger, mail and cargo caused by an accident to an insured aircraft; and or
 - c. accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an insured aircraft or by any person or object falling therefrom

PROVIDED THAT

1. *coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein) and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.*

2. *Nothing in this Endorsement shall provide any coverage*

(a) *In respect of grounding of any aircraft; and/or*

(b) *In respect of loss of use of any property unless it rises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.*

3. *The insured agrees that it has an obligation to disclose in writing to the insurers during the policy period any material facts relating to the Date Recognition Conformity of the insured's operations, equipment and products.*

AVN 2001A

TO:

DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

1. *accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an aircraft accident occurring during the Policy period and arising out of a risk insured under the Policy; and/or*

2. *accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an accident, other than an aircraft accident, occurring during the Policy period and arising out of a risk insured under the Policy. For the avoidance of doubt, solely for the purposes of this paragraph 2 and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury and unless arising directly therefrom shall not include mental or psychological injury.*

PROVIDED THAT:

1. *Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.*

2. *Nothing in this Endorsement shall provide any coverage:*

(a) *applying in excess of any scheduled underlying insurance and/or in respect of any non aviation risks; and/or*

(b) *in respect of grounding of any aircraft; and/or*

(c) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.

3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2002A 21.3.01

d. Amendment on "letter f" of the War, Hi-Jacking And Other Perils Exclusion Clause (Aviation)

From:

f. Confiscation, nationalization, seizure, restraint, detention, appropriation, reacquisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority.

To:

f. Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority.

e. Revision of the wordings under item no. 4.(iii) Nuclear Risks Exclusion Clause

From:

(iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

| <u>Emitter</u> (IAEA Health and Safety Regulations) | <u>Maximum permissible level of non-fixed radioactive surface contamination</u> (Averaged over 300 cm ²) |
|--|---|
| Beta, gamma and low toxicity emitters | Not exceeding 4 Becquerels/cm ² (10 ⁻⁴ microcuries/cm ²) |
| All other emitters | Not exceeding 0.4 Becquerels/cm ² (10 ⁻⁵ microcuries/cm ²) |

To:

(iii) *in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:*

| <u>Emitter</u> (IAEA Health and Safety Regulations) | <u>Maximum permissible level of non-fixed radioactive surface contamination</u> (Averaged over 300 cm ²) |
|--|---|
| Beta, gamma and low toxicity alpha emitters | Not exceeding 4 Becquerels/cm ² (10 ⁻⁴ microcuries/cm ²) |
| All other emitters | Not exceeding 0.4 Becquerels/cm ² (10 ⁻⁵ microcuries/cm ²) |

III. The deadline for the submission and the opening of bids is hereby rescheduled as follows:

| | Date | Time |
|-------------------------------------|-----------------|-------------|
| Deadline for the Submission of Bids | 26 October 2017 | 11:00 AM |
| Opening of Bids | 26 October 2017 | 2:30 PM |

IV. The venue of the opening of bids will be at the GBAC Conference Room, Core G, Level 2, GSIS Building, Financial Center, Macapagal Avenue, Pasay City.

For the information and guidance of all concerned.

(SGD.) ATTY. ALEXEI P. CARDENAS
Vice Chairperson
GSIS Insurance Bids and Awards Committee