

January 1, 2019

Request for Proposal for Logistics and Transport Services - RFP – 085/2018

Eurovision Song Contest 2019

Amendment

1. The amendment attached as **Appendix A (“the Amendment”)** is provided by ESC 2019 pursuant to section M.1 of the above Request for Proposals (“**the RFP**”).
2. The Amendment shall be deemed for all intents and purposes as part of the RFP and will bind all Respondents thereto.
3. The Amendment will be provided to all Respondents. Respondents must attach a copy of this Amendment, duly signed by an authorized signatory to indicate acceptance, to their Proposal.

KAN - the Israeli Broadcasting Corporation

We hereby confirm the contents of this **Amendment**, including our acknowledgement of any consequent changes to the RFP.

Respondent's signature

Amendment

Section D.5.4 of the RFP shall be deleted and replaced by the following:

“Without derogating from the Supplier's liability under this agreement or any applicable law, the Supplier undertakes to procure, through a reputable insurance company, and to maintain, at its sole expense Marine Cargo Insurance to cover the Goods during the voyage to the Site, at full values. The policy shall be in terms as customary to these Goods and this agreement, and not less than the Institute Cargo Clause (A).

“The insurance will name KAN as additional insured and in respect of loss or damage caused to the Goods, and KAN will be the loss payee and solely has the right to conduct negotiations and receive indemnity payments under the policy.

“The insurance policies aforementioned will include a waiver of the right of subrogation against KAN and/or anyone action on its behalf, however such waiver will not apply to the benefit of anyone causing damage maliciously.

“The Supplier shall make available to KAN a copy of such policies within 10 days of the Effective Date.

“It is clarified that the limits of liability required in the framework of the Supplier's insurance coverage as stated above are a minimum demand imposed on the Supplier which will not exempt the Supplier from the full liability in accordance with the Contract. The Supplier will not have any claim towards KAN or any party acting on behalf of KAN in any manner related to the limits of liability as aforementioned.

“The Supplier will be required to exempt KAN and any party acting on behalf of KAN from liability for any loss or damage to property which will be brought by the Supplier or by any party acting on behalf of the Supplier into the Venue or other ESC 2019 premises which will be used by the Supplier for the purpose of providing the Services, neither will the Supplier have any allegation, demand or claim against KAN, ESC 2019, EBU or any of their representatives in respect of loss or damage as aforementioned. The aforementioned exemption will not apply to anyone who causes malicious damage.

“Without derogating from any of the provisions of the Contract regarding assignment, and in the event that the Services will be provided by subcontractors on behalf of the Supplier, the supplier will be required to ensure that such subcontractors hold suitable insurance policies in accordance with the conditions and the amounts stated above. Alternatively, the Supplier will be entitled to include such subcontractors as named insureds under the policies to be arranged by the Supplier as will be stated in the certificate of insurance of the Supplier.”