

# EUROVISION SONG CONTEST 2019

Request for Proposal for PYRO – Service

RFP # PYRO – 033/2018

# EUROVISION



**SONG CONTEST**  
TEL AVIV 2019

## A DEFINITIONS

**Contract** shall mean the executed contract to be signed following the completion of the selection process detailed in this RFP, between the selected Supplier and KAN.

**The Contest** shall mean the Eurovision Song Contest 2019.

**EBU** shall mean The European Broadcasting Union.

**ESC 2019** shall mean KAN's Eurovision Song Contest 2019 Production Team.

**Delegations** shall mean the participating countries in the Eurovision Song Contest.

**KAN** shall mean the Israeli Public Broadcasting Corporation (branded Kan), whose offices are at 6 Kremenetsky St., 678906 Tel Aviv, Israel.

**Personnel** shall mean, in relation to a Party, any and all officials, officers, trustees, members, directors, employees, consultants, advisers, agents, representatives, clients, contractors and sub-contractors of such person.

**RFP** shall mean this Request for Proposals.

**Supplier** shall mean the entity that is to deliver the Services under the Contract, as specified herein and therein.

**Services** shall mean any services, requested by ESC 2019 and or EBU that are specified in this RFP and/or in the Contract or any revisions thereto which are required to be provided by the Supplier hereunder or thereunder.

**Supplier Solution** means the turnkey solution to be supplied by the Supplier for the purpose of the provision of the Services including processes, resources, goods and technologies, project management, planning, technical design (where appropriate and where the RFP specifically does not provide for detailed technical design), implementation, integration, testing, operation, maintenance, support, and reconfiguring and removal after The Contest, as appropriate, to be supplied and or used by the Supplier.

**Venue** shall mean Expo Tel Aviv located at Rokach Blvd 101, Tel Aviv-Yafo, Israel



## B SUMMARY

### B.1 APPENDIX

This document has the following appendices (which are to be completed as part of any Proposal)

1. Appendix 1 – 033.RFP Appendix 1 Pyro Specifications

### B.2 EXECUTIVE SUMMARY

The Contest requires a Pyro service / system as defined in the technical scope attached to this document (033.RFP Appendix 1 Pyro Specifications) that will support The Contest. This document sets out the preliminary requirements for the provision of the Services, with the intent of selecting a suitable Supplier therefor. The requirements detailed in this document do not necessarily reflect the final Services requirement, which will be detailed following the selection of a Supplier.

This is the only RFP for the supply of the Services. There will be no other suppliers of the Services and as such a complete turnkey solution is required. Respondents are required to respond to the requirements in this RFP and provide relevant information to ESC 2019 for evaluation.

Due to the evolving nature of The Contest, the scope of the Services cannot be fully completed now and ESC 2019 reserves the right to require that the selected Supplier will provide additional Services. ESC 2019 will select the Respondent which it considers to be the best-qualified for the provision of these Services.

Once the preferred Supplier selection is finalized, ESC 2019 will work with the Supplier on the final detailed requirements. The Supplier will then be required to submit all detailed offerings and operational plans and processes to ESC 2019 for final approval.

## C DISCLAIMER

ESC 2019 provides information accompanying this RFP in the form of drawings, measurements and data for informational purposes only. The selected Supplier will be responsible for checking and confirming any and all dimensions on site. The information provided is correct to the best of the knowledge of ESC 2019 but ESC 2019 does not guarantee the accuracy of this information.

### C.1 QUALIFICATIONS OF THE SUPPLIER

ESC 2019 will examine whether a Respondent's qualifications conform with the following selection criteria:

1. The Respondent must be an economically and financially sound company (or consortium), established at least 2 years ago with the accumulated annual turnover of the last year being a minimum of 0.5M EUR. The Respondent must submit records proving this.
2. The Respondent's technical ability shall allow it to perform at least of 60% of the required services based on its own equipment (excluding sub-contracting). The Respondent must list the available technical resources owned by it.
3. The key Respondent personnel who would be involved in the project must have experience of working on similar projects (meaning major international televised sport and/or music events such as ESC, MTV Awards, Brit Awards, Olympics opening / closing ceremonies, FIFA / UEFA major tournaments, international televised music formats). The Respondent must present the CVs of the project's key personnel and reference letters from previous such projects to prove this.
4. The Respondent must have experience during the previous ten years of having worked on similar projects (as defined above).

## D INSTRUCTIONS FOR COMPLETING THE RESPONSE

### D.1 PROCUREMENT TIMELINE

The expected timeline for this procurement process is as follows:

Stage	Expected Date
RFP released	13.12.2018
RFP Questions period closes (Respondents are able to ask questions) (until 15:00 Israeli time)	22.12.2018
ESC 2019 responses to RFP Questions (until 24:00 Israeli time)	28.12.2018
RFP Proposals due (by 15:00 Israeli time)	03.01.2019

Following the release of this RFP there will be a period where the Respondents are able to ask questions until the date indicated as “RFP Questions period closes”.

All questions will be provided with answers to all Respondents, regardless of who asked the question. Questions will be responded to by the date indicated as “ESC 2019 responses to RFP Questions”. ESC 2019’s response to the questions shall be deemed for all intents and purposes as part of this RFP and will bind all Respondents.

### D.2 COMMUNICATIONS WITH ESC 2019

All communications related to this RFP should be emailed with the subject title: “RFP Pyro-33/2018 - Your Company Name” to – Mr. Kobi Nussbaum: michrazim@kan.org.il.

Questions may be submitted in accordance with the RFP timeline. Unless otherwise agreed with the nominated ESC 2019 representative, the Respondents shall not discuss this RFP or refer queries to any other member of staff within ESC 2019 or EBU. This includes discussion about ESC 2019’s final decision on the RFP. This is to preserve fairness to all parties participating in this RFP.

### D.3 STANDARDS

The Supplier shall be required to comply with relevant industry standards and codes of practice for resistance to fire, and current health and safety regulations. Please detail the standards you propose to use in your Proposal. In general, conforming to the relevant European Standards will be suitable for Israel. The Supplier shall be required to ensure that, where the relevant Israeli Standards exceed the European Standards, those Israeli Standards are adhered to.

The Supplier shall be required to ensure the quality control of materials and equipment used. ESC 2019 may ask for evidence of material and equipment specifications used.

The Supplier will be responsible for ensuring the quality control of construction methods. ESC 2019 may ask for evidence of the competency of construction staff.

If required, the Supplier shall be required to provide ESC 2019 with test certificates relating to materials and equipment used in the Services, as well as the results of any test performed at the discretion of ESC 2019 and or the engineer appointed by ESC 2019 to carry out system checks (“**the Checking Engineer**”).

Prior to provision of the Services, the Supplier will be required to present a signed document detailing which standards have been used along with any relevant certification.

### D.4 FORMAT OF RFP RESPONSES

---

#### D.4.1. LANGUAGE OF RESPONSE

All Proposals shall be in English.

---

#### D.4.2. PARTIAL RESPONSES

Unless clearly indicated in this document, Respondents should note that ESC 2019 expects the entirety of the RFP to be addressed in their Proposal. The Respondents shall clearly indicate which elements of the scope will be delivered directly by them and which elements will be sub-contracted. Any Proposal that does not address the entire scope of this RFP via either direct delivery or sub-contractor may be rejected by ESC 2019 at its sole discretion. Where any RFP is split into multiple sections or parts, the entirety of the RFP shall be responded to. ESC 2019 reserves the right to accept any section or part from any Respondents and ESC 2019 may award the final contract in multiple parts across one or more Respondents or Suppliers.

---

#### D.4.3. NUMBER AND FORMAT OF PROPOSALS

Respondents shall submit electronic copies of their Proposals in electronic 'editable' format and in .PDF format. In case of any discrepancies between the PDF and the editable format, the PDF will prevail. All standard editable documents are to be submitted in *Microsoft Office 2010 or later*.

The PDF version of the Proposal is to be either a signed copy or a digitally signed copy of the submission.

---

#### D.4.4. DRAWINGS

Any drawing files submitted by a Respondent to ESC 2019 shall be provided as both PDF layouts and as bound AutoCAD 2010 (\*.dwg) or AutoCAD 2013 (\*.dwg) files. ESC 2019 will expect some drawings to be submitted as 3D drawings. File structure and layer structure of drawings will be submitted to the chosen supplier.

Drawings supplied by ESC 2019 will generally be supplied as AutoCAD 2013 files.

---

#### D.4.5. ALTERNATIVE SERVICE SOLUTION PROPOSALS

This is a full turnkey system RFP; however, ESC 2019 will be involved in all decisions relating to the operational design and performance of the Services.

The Services as specified in this RFP are KAN's preferred form for the provision thereof. However, a Respondent may choose to submit an offer with an alternative service solution, and if it does so, this shall be stated clearly in the 033.RFP Appendix 1 Pyro Specifications with the alternative solution clearly described. KAN will decide whether the alternative service solution will be a valid way of providing the Services; its decision in this regard will be final.

If the Supplier chooses to submit an offer with an alternative service solution, it must first request KAN's authorisation to do so. If such authorisation is not requested, the price quoted by such Respondent for each element or elements of such Respondent's proposal covered by such alternative service solution shall automatically be deemed to be increased by 20%.

KAN therefore strongly suggests to all Respondents that if they intend to propose an alternative service solution, they contact KAN during the questions period to ask for KAN's authorisation as aforesaid. Such approach and response will be sent to all Respondents.

---

#### D.4.6. TECHNICAL PARTNER

The Supplier has the chance to become an “Official Technical Supplier Eurovision Song Contest 2019”. This title offers a marketing advantage (see description below) and will be awarded by KAN and EBU to a certain number of suppliers of various goods or services for The Contest, in return for a price discount (which should be stated in the 033.RFP Appendix 1 Pyro Specifications to be provided as part of a Proposal). The price discount will not automatically grant such title to the Supplier; this will remain to be exclusively decided by KAN and EBU, which decision shall be final.

Becoming a Technical Event Supplier would entitle the Supplier to:

- The right to use the title “Official Technical Event Supplier” in business to business marketing and other connections;
- High resolution pictures from the show taken by Ralph Larmann to be used in business to business marketing;
- The right to use the official Eurovision Song Contest 2019 logo on its own website;
- The right to have company logotype in printed material such as official handbooks and official programs;
- Access to backstage tours with Personnel from the Supplier’s technical production team;
- The right to print the official Eurovision Song Contest 2019 logotype on the crew swag;
- The right for the company logotype to appear in the ending credits of broadcasts of The Contest;
- The right to be credited in full production coverage in international trade magazines;
- Tickets to Dress Rehearsals, Semi Final 1, Semi Final 2 or Grand Final;
- Wristbands for the after-show party.

#### D.5 STRUCTURE OF RFP PROPOSALS

Responses to the RFP shall be structured so that they contain the following sections in the following order.

---

##### D.5.1. EXECUTIVE SUMMARY

This section shall be a summary of the key technical, commercial and operational aspects of the Proposal and shall not exceed 3 pages in length.





---

#### D.5.2. TECHNICAL PROPOSAL

This section shall provide a full detailed technical proposal as to the RFP requirements. This shall include, as necessary for the specific RFP requirements, detailed information on:

- Details of all proposed equipment and service including, as necessary, brands and model numbers;
- Product compliance with features and functionality;
- Product compliance with requirements and redundancy;
- Draft drawings and or sketches of the technical layout of the different areas of the RFP;
- Compliance with the functional requirements in this RFP;
- Improvement, price reduction methods and/or additions that the Respondent believes are necessary or might be suitable for the service and/or scope of delivery.

Please note that the more detailed a Proposal received, the better ESC 2019 are able to assess the Proposal.

---

#### D.5.3. SERVICES TO ESC 2019

The Respondents shall provide detailed information as to the management structure and staffing proposal for the delivery of this contract. This shall include, as a minimum, the following:

- Proposed organizational structure and key roles;
- Detailed staffing and crewing tables;
- Assumptions specific to the Services such as specifications of travel and hotel needs.

---

#### D.5.4. PRICING SCHEDULES

The Respondents shall detail the price for the Services inclusive of any taxes and importation or other duties, except for VAT, as follows:

- Any and all necessary accessories, consumables, etc.
- Staffing charges for all resources assigned to the project and related assumptions.
- Miscellaneous charges which may relate to accommodation, travel etc.

All pricing is to be presented in a tabular format using the template supplied in 033.RFP Appendix 1 Pyro Specifications

All pricing proposals are binding, and any additional costs due to under-assessment by a Respondent of any matter or item shall be borne by the Respondent.

---

#### D.5.5. INSURANCE

Without derogating from the liability of the Supplier under the Contract or in accordance with any law, the Supplier will be required to arrange the following insurance covers, at the expense of Supplier, during the entire period of the Contract and/or for as long as the Supplier will be liable in accordance therewith or in accordance with any law:

**Workers compensation / Employers Liability Insurance** covering the liability of the Supplier towards staff employed by the Supplier with a limit of liability of EUROS 1,000,000 per occurrence and in the aggregate for the period of insurance. The insurance will be required to be extended to indemnify KAN if it is determined that with regard to the occurrence of a work accident and/or occupational disease, KAN is liable in any manner as an employer of the Supplier's employees.

**Third Party / General Liability Insurance** covering the legal liability of the Supplier in respect of loss and/or damage caused to any person and/or entity in connection with, or in the framework of providing the services with a limit of liability of EUROS 2,000,000 per occurrence and in the aggregate for the period of insurance. The insurance will be required to be extended to indemnify KAN in respect of liability which may be imposed on KAN for the errors and/or omissions of the Supplier and/or any party acting on behalf of the Supplier and to be subject to a cross liability clause.

**Professional Indemnity Insurance** covering the legal liability of the Supplier in respect of the Services, with a limit of liability of EUROS 1,000,000 per occurrence and in the aggregate for the period of insurance. The insurance will be required to include an extended coverage period of 6 months after expiry of the period of insurance, with the condition that no other insurance has been arranged by the Supplier providing equivalent cover to that stipulated in the provisions of the certificate. The insurance as aforementioned will include a retroactive date effective from the date on which provision of the Services commenced. The insurance will be required to be extended to indemnify KAN in respect of liability which may be imposed on KAN due to the errors or omissions of the Supplier or of any party acting on behalf of the Supplier and this without derogating from the insurance covering the liability of the Supplier towards KAN.

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's insurance coverage will be required to be primary to any other insurance arranged by KAN and will be required to contain a clause confirming that the insurers waive any allegation, demand or claim regarding contribution of KAN insurance coverage. The Supplier's insurance coverage will be required to contain a clause confirming that the aforementioned insurance coverage will neither be cancelled nor restricted during the period of insurance other than by prior written notice of 30 days by registered post to KAN.

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.

---

#### D.5.6. PERMITS

The Supplier shall be responsible for obtaining all necessary permits for the complete performance and delivery of the Services. These permits shall be presented to EBU and/or KAN and/or Israeli authorities upon request.

---

#### D.5.7. PROJECT APPROACH AND MANAGEMENT PLAN

Respondents shall provide details of their overall project organization, including project consortium approach, names of companies and proposed governance model. This shall include a clear statement as to how the Respondent would interface with ESC 2019 and other EBU directorates and or partners. It shall also show how the Respondent's project organization may change over time as The Contest moves from the planning stage to delivery stages.

## D.6 REQUESTED INFORMATION

At a minimum, the following information shall be provided:

---

### D.6.1. PYRO-SPECIFICATIONS

Respondents shall provide documentation with details of the signal layout describing full redundancy of the system and estimated power consumption.

The specifications shall comply with detailed information provided in 033.RFP Appendix 1 Pyro Specifications

---

### D.6.2. COMPANY INFORMATION

Respondents shall provide the following information in this section:

- Details of what proportion of their total business the Services would comprise;
- How many current staff (full-time employees only) work in the divisions of a Respondent's business that provide the type of services included in this RFP;
- The audited company accounts for the last 2 financial years.

All information supplied with a Proposal shall be considered to be confidential in nature and shall only be supplied by ESC 2019 to relevant parties, for the purposes of assessment of the RFP proposal and selection of the most suitable Supplier.

---

### D.6.3. OVERARCHING ASSUMPTIONS

Respondents shall use this section to detail any general assumptions that have not been covered elsewhere in their proposal.

---

### D.6.4. CONSORTIUM PARTNERSHIPS AND SUB-CONTRACTORS

Respondents shall use this section to highlight any consortium arrangement or other partnerships that they feel are relevant to their Proposal, detailing the nature, scope and length of the partnership.

Respondents shall use this section to clearly set out which elements of the overall scope of services would be provided by sub-contractors.

For each partnership and sub-contractor, Respondents shall state, in a table:

- The full lifecycle scope of services and a responsibility matrix;

- The approximate percentage of the total overall proposed price that the sub-contractor or partner represents;
- How long (rounded to the nearest year) the Respondent has been doing business with the sub-contractor or partner;
- The approximate value of business the Respondent has placed with such sub-contractor or partner in the last 3 years.

---

#### D.6.5. RISKS AND PROPOSED MITIGATION

Respondents are required to set out in this section their assessment of the key risks (commercial, operational or technological) to ESC 2019 inherent in a project of this nature. For each identified risk, the Supplier shall explain how it would help ESC 2019 to manage that risk. This shall be set out in a tabular format. During the course of the project, this list should be updated.

---

#### D.6.6. REFERENCES AND COMPARABLE PROJECTS

Respondents shall use this section to provide details and, where appropriate, case studies of comparable projects that Respondents have delivered. Respondents shall also use this section to provide details of any members of their proposed project team who have direct experience of previous versions of The Contest.

It should be noted that previous experience in providing similar Services to previous versions of The Contest will play a part in the assessment of the proposal in the compliance section. However, lack of previous experience of The Contest will not preclude a Respondent from consideration.

---

#### D.6.7. TECHNICAL DRAWINGS / SKETCHES

Respondents shall deliver relevant drawings and/or sketches of their proposed technical layout for the Services. Respondents shall indicate the integration of redundancy into the set up.

---

#### D.6.8. SCHEDULES

Schedules containing but not limited to the following:

- Detail of the set up;
- Crew /staff working schedule;
- Needs of accommodation in Tel Aviv

- Schedules of staff travel;

---

#### D.6.9. OTHER INFORMATION

Respondents will be free to add more information, should they feel that this would be relevant to their Proposal.

---

#### D.6.10. GENERIC SALES AND MARKETING MATERIAL

General sales and marketing material will not be considered as part of a Proposal and may be disregarded by ESC 2019. Any generic sales and marketing material shall be submitted as a separate final appendix to a Proposal.

#### D.7 PERFORMANCE GUARANTEE

Respondents are advised that the Supplier will be required to provide, by such time as ESC 2019 shall advise, a performance guarantee in an amount equal to 10% of the value of the Proposal. The beneficiaries of such guarantee will be entitled to make calls thereon in the event that the Supplier shall fail to perform its obligations under the Contract.

## E ASSESSMENT CRITERIA

Proposals will be assessed on the basis of the following key criteria:

- Pricing – the level of prices for the Services indicated in the Proposal in the Appendix 1 – 033 (“**Pricing**”);
- References and qualifications of the Personnel set up;
- Third party references;  
(together “**References**”)
- Technical delivery compliance (“**Compliance**”);

A Respondent may omit the following from its Proposal (“**Options**”), but this will affect the assessment thereof:

- The price discount for becoming “Official Technical Supplier ESC 2019”;
- Transport

### **Percentage Allocation Table:**

Pricing:	40%
References:	15%
Compliance:	35%
Options:	10%

KAN will use the information provided for these 2 options for budgeting purposes only and not for assessment of the proposals.

KAN reserves the right to select more than one Proposal following assessment as aforesaid, and thereafter to request further submissions from Respondents whose Proposals are shortlisted as aforesaid.

All notifications related to the assessment process hereunder will be sent via email from **Mr. Kobi Nussbaum**.

## F SCOPE OF WORKS

### F.1 PRODUCTION FORMATS AND STANDARDS

- HD Video: 1080i50 HD Video incl. AES 1 / 2 / 3 / 4 Embedded Audios (SMPTE 292M).
- Audio: 5.1 in 6 channels (L,R,C,Lfe,Ls,Rs) + Dolby E
- Audio: 2.0 stereo digital Audio (Standard SMPTE-337, AES-3 Interface).
- Microphone Audio: analogue Audio, digital Audio (Standard SMPTE-337, AES-42 Interface).
- Multichannel Audio: MAD1 (AES-10 Standard).
- Time code: SMPTE / EBU Standard, no drop frame.
- Sync: Black Bust / Tri Level Sync.
- GPI: isolated contact (XLR-3, Pin 2-3).
- Power: 230/400V, 50Hz, 1 or 3 phase (Schuko & CEE connectors).

### F2. GENERAL INFORMATION

Prices should be based on the following assumptions:

- 1. Application: Camera rehearsal 1
- 2. Application: Camera rehearsal 2
- 3. Application: Dress rehearsal 1 semi-final
- 4. Application: Dress rehearsal 2 semi-final
- 5. Application: Dress rehearsal 3 semi-final
- 6. Application: 2019-05-14 or 2019-05-16 semi-final
- 7. Application: 2019-05-17 Dress rehearsal 1 Grand Final
- 8. Application: 2019-05-17 Dress rehearsal 2 Grand Final
- 9. Application: 2019-05-18 Dress rehearsal 3 Grand Final
- 10. Application: 2019-05-18 Grand Final Broadcast

Delegations from Semi Final 1 & 2 will do their show with pyrotechnic effects 6 times, and if they go to final, they will do their show with pyrotechnic effects a total of 10 times.

Delegations that are directly qualified to the final will do their show 6 times with pyrotechnic effects.



### F3. ADDITIONAL INFORMATION REGARDING PRICING

The pricing below shall include all equipment costs and labour costs for setting up the infrastructure for the pyro system for The Contest, based on the time frame described in “033-RFP Appendix 1 Pyro specifications”

### F4. DESIGN FEE

- A turnkey design fee for all parts of the contest, including all opening and interval acts.

See “033-RFP Appendix 1 Pyro specifications”

### F5. FIRING POSITIONS GROUND

See “033-RFP Appendix 1 Pyro specifications”

### F6. FIRING POSITIONS AIR

- All trusses to be black.
- Rigging and hoists to be provided by others.

See “033-RFP Appendix 1 Pyro specifications”

### F7. FLAMES

See “033-RFP Appendix 1 Pyro specifications”

### F8. HEAVY FOG

- Heavy fog outlets implemented in stage must be able to open and close by using remote control.

See “033-RFP Appendix 1 Pyro specifications”

### F9. WIND MACHINES

See “033-RFP Appendix 1 Pyro specifications”

### F10. WIND MACHINES

- The system shall include all firing ramps, all cables and all control equipment needed for a smooth operation with full redundancy in the system.
- Please note that the control system must be able to run off time code.

See “033-RFP Appendix 1 Pyro specifications”

#### F11. PRODUCTS

- Unit cost A is what the host broadcaster will pay for the product.
- Unit cost B is what the delegation will pay for the product.

See “033-RFP Appendix 1 Pyro specifications”

#### F12. CREW

See “033-RFP Appendix 1 Pyro specifications”

#### F13. TRANSPORTS

- All transfers, deliveries and transports must be in accordance with Israeli laws and regulations.
- Upon arrival, all transports will be subject to security check and sweep; this should be considered for the purpose of determining time schedule.

See “033-RFP Appendix 1 Pyro specifications”

#### F14. OPTIONAL

Options:

- Participation as Official Technical Supplier (Supplier may omit this item from its Proposal, but this will affect the evaluation thereof: (see E above)
- Transport

KAN further reserves the right to adjust the scope of works at any stage of the selection process and/or the negotiation of the Contract.

## G SUPPLIER LOGISTICS

### G.1 FREIGHT AND TRANSPORT INSURANCE

The Supplier shall be responsible for any and all insurance for equipment used in the provision of the Services at all times, including but not limited to, during transport and while stored and or installed at the Contest venue, or at any other venue or location.

### G.2 FREIGHT AND TRANSPORT

The Supplier shall be responsible for any and all freight of equipment used in the provision of the Services between the Supplier's premises (or as otherwise required) and the venue (or other otherwise agreed location). This is to include but not be limited to:

- Sea freight;
- Air freight;
- Road freight;

Should any equipment need to be relocated following delivery to the venue (or an alternate nominated and agreed location), ESC 2019 will supply any necessary equipment transport.

Respondents shall indicate in their Proposal, the proposed mode of transport and the estimated volume of freight (e.g. number of shipping containers, weight and volume of airfreight) required to deliver the equipment used in the provision of the Services. This shall include an estimate of the return freight.

### G.3 FREIGHT DOCUMENTATION

The Supplier will be required to produce all necessary freight documentation under the guidance and requirements of ESC 2019. This may include an ATA Carnet, Commercial Invoice (CI) or a Proforma Invoice, which shall include the goods origin, unit and total cost, Incoterms, weights, dimensions and other documentation at the request of ESC 2019 and/or Israeli Customs Authorities All goods will be required to be listed in detail identifying consumables and non-consumable goods. All goods shall only be specifically required for use for The Contest. The accuracy of the documentation supplied will be critical to the expedited customs clearance procedures that will be in place. Any discrepancies in the documentation may delay clearance, and ultimately impact the ability of the Supplier to meet its contractual obligations. Any delays due to incorrect or inaccurate paperwork will exclusively be the responsibility of the Supplier and any costs associated with any delay, whether direct to the Supplier, or as a

result to any other Supplier or ESC 2019, will be the responsibility of the Supplier; ESC 2019 may recover additional costs from the Supplier.

At least ten (10) business days before the shipment of the goods, the Supplier will be required to send by e-mail for ESC 2019 approval, the set of draft documents (invoice, packing list, etc.) in an editable format. The Supplier will be required to indicate that all goods are for the Eurovision Song Contest 2019.

If the customs clearance is delayed solely due to the Supplier's fault, the Supplier will be required to reimburse ESC 2019 for all documented additional expenses incurred in this connection.

The Supplier will be responsible for all export customs clearances, including documentation, processing and costs, at the point of origin.



## H OTHER CONSIDERATIONS FOR THE SUPPLIER

### H.1 GENERAL SERVICE SPECIFICATIONS

#### H.1.1. POWER DISTRIBUTION AND CABLING

The Supplier shall be responsible for distribution of power from the point of mains connection to the required final location for power and shall supply suitable power cabling for this purpose as required. This includes, but is not limited to, breakout boxes, isolation boxes and adaptors to suit.

The several mains power locations will be coordinated by ESC 2019. It is anticipated that these points will be within a distance of no more than 75m of the location(s) for which the Supplier will require power. ESC 2019 will be providing mains power to several locations within the venue.

The power supply shall be 230/400V 50Hz.

The Supplier shall be required to make provision for:

- All mains distribution from connection points to suit;
- Power distribution to suit amplifier racks, control racks, consoles and other equipment;
- Any Power Monitoring required by the Supplier to confirm their power supply;
- All 3 phase and single-phase power cabling required to complete the system including, 16A, 32A, 63A, PowerLoc (etc.) cable where applicable, adaptors and power distribution systems;
- All equipment to make system safe, including but not limited to, cable guards and covers to protect crew, cast and the public;
- Consumables such as gaffer tape, PVC tape, cable ties, Velcro ties, etc.

ESC 2019 requires that electrical installations are maintained and kept in a safe condition. The fact that an electrical installation is of a temporary nature does not permit a lower standard of installation work; the standards of installation and maintenance need to be higher as the operating conditions are more onerous.

Respondents may be required to submit single line drawings of any and all electrical installations, either permanent or temporary.

---

### H.1.2. SPARES and MAINTENANCE

The Supplier shall supply a suitable quantity of spare equipment. This equipment shall be stored on site (within the supplied compound and or workshop) and be ready for immediate deployment as necessary. The Supplier shall have the ability to complete significant repairs on site. It can be expected that an indoor technical repair area (hospital / workshop) will be made available (without fit-out, however with a suitable three phase power supply) for the use of the Supplier.

It is expected that the Supplier will supply additional control and testing equipment to facilitate the installation and maintenance of the System where appropriate.

The Supplier shall ensure that any system supplied shall be in a fully operational state at all times. Full details of the spares to be provided shall be supplied in a Respondent's Proposal.

---

### H.1.3. ENGINEERING

A Respondent may be asked to submit relevant drawings and engineering calculations for checking by the ESC 2019 Checking Engineer or by a third party appointed by ESC 2019. This shall include but not be limited to full engineering calculations for:

1. Any scenic piece that is being constructed and or supplied;
2. Any forces or loads imposed by any supplied good (e.g. rigging loads, ground pressure loads);
3. Any other engineering as required by ESC 2019

The Supplier shall be required to ensure that the engineering calculations are supplied in a timely fashion to ensure that suitable checking can be completed and any rectification or modification identified by the Checking Engineer can be implemented.

The Supplier shall be required in the Contract to note and acknowledge that any Check Engineering is done in good faith by ESC 2019 or their nominated Checking Engineer and that any and all responsibility for ensuring that the Services supplied are fit for purpose, and are within any allowable constraints, engineering or otherwise, remains with the Supplier. For clarity, the Supplier will be required to warrant that the Services supplied are fit for purpose.

---

### H.1.4. STORAGE AND SPACES

Respondents shall note any storage requests for tools, spares and consumables as part of their Proposal.

Respondents shall note any workshop space requested on their Proposal along with any power requirements for those workshop spaces.

ESC 2019 will assign storage and workshop space, however Respondents must be aware that a request does not equate to an assignment of space.

Workshops may be assigned on a shared use basis with other suppliers.

Empty flight cases and large storage items may be stored offsite. Transport to and from the offsite facility will be provided by ESC 2019.

ESC 2019 may provide the following spaces for the Supplier's use:

- Storage of spares, covers and empty cases.
- Hospital / Workshop – this space will be for the storage of immediate access equipment such as tools, additional weather proofing and spare equipment. This space may also be used for the repair of equipment and for use as a crew room. This space shall be supplied with lighting and three-phase power for distribution by the Supplier.

---

#### H.1.5. REDUNDANCY AND SINGLE POINTS OF FAILURE

Due to the high-profile nature of The Contest, additional redundancy must be designed into the system. The Proposal shall include details of the proposed redundancy.

The Supplier Solution must be designed to ensure that there is no single point of failure which could inhibit the reliable delivery of The Contest.

Proposals must clearly state if there is any single point of failure which cannot be designed out of the Supplier Solution. If there is no single point of failure(s) identified, it will be expected that the complete system can be fully operation with no failure at any time.

Redundancy among key team members must also be considered and taken into account in Proposals.

The Supplier shall be required to provide a full redundancy report to ESC 2019 before the rehearsal begins.

---

#### H.1.6. TOOLS, PPE, WORKSHOP EQUIPMENT

The Supplier will be responsible for the provision of any and all tools necessary for it to perform its obligations under the Contract.

The Supplier will be responsible for the provision of any and all Personal Protection Equipment (PPE) necessary for it to perform its obligations under the Contract.

---

#### H.1.7. CONSUMABLES

The Supplier will be required to supply any and all necessary consumables to complete the Supplier Solution.

### H.2 STAFF AND CREW

---

#### H.2.1. PROJECT MANAGEMENT

The Project Manager for an event of this nature is critical to the success of the project. The Project Manager proposed in any Proposal must have experience at managing a project of this scale. ESC 2019 reserves the right to discuss the Project Manager role with Respondents and potentially reject, if ESC 2019 considers this to be necessary, any proposed Project Manager. Following the successful selection of a Supplier Project Manager, any change to the Project Manager will require the written approval of ESC 2019.

---

#### H.2.2. SUPPLIER STAFF

The Supplier shall be required to provide all necessary staff to supply the complete Services (with the exception of local unskilled labour). The Supplier shall assume that technical direction will be provided by ESC 2019.

In the Proposal please detail staffing levels and associated costs. This shall include, but not be limited to: Account Managers, Project Managers, Onsite Crew Chiefs, Installation, Maintenance and Removal Personnel and any Equipment Operators, unless noted otherwise. The Account Handler, Project Manager, Supervisor and Operators shall be fluent in both written and spoken English.

These positions are only a guide. It will be the Supplier's responsibility to supply all the skilled labour required to install, operate, maintain, and remove the supplied equipment to fulfil the services requirement.

Respondents shall include with their Proposal the CVs for:

1. Key Account Manager
2. Pyro Designer





3. Project Manager
4. Pyro Technicians
5. Manufacturer Support if any

Working days for up to 5 technical coordination and production meetings in Tel Aviv with minimum key function number 1 & 2 should be included in the cost.

The Supplier shall be required to make provision for an Account Manager and or Project Manager to be available when required for production meetings, site meetings, tests, and discussions from the date the successful Supplier is appointed. These meetings will generally take place in Tel Aviv and ESC 2019 will provide reasonable notice for these meetings.

The Supplier shall be required to work closely with other ESC 2019 suppliers in all other technical disciplines and promote good relationships.

The Suppliers shall be required to note and acknowledge that the work times for the Supplier's staff will be scheduled by arrangement between ESC 2019 and the Supplier and may be at any time of the day on any day of the week. Any permits required for this purpose will be for the Supplier to obtain.

All crew prices should be calculated based on an average working time of approximately 12 hours per day.

- No cost for overtime will be accepted.
- No cost for per diems or any costs such as Sunday premiums will be accepted.
- All crew need to have liability, health, working and travel insurance.
- Crew plan for work and travel should be submitted with Proposal.
- All key functions should have previous experience of Eurovision Song Contest or similar large scale music television projects.
- All crew should have the skills needed to secure the delivery of this kind of production.

The Supplier shall be responsible for supplying crew that are suitable for the tasks at hand and have the relevant qualifications and or experience needed to complete the project. In some cases, ESC 2019 may require proof of competency and or licenses for the Supplier staff.

Respondents shall include in their Proposals details of a complete technical crew for the following positions:

- Project Management
- Design
- Load in
- Operation & Maintenance



- Load out
- Logistics

ESC 2019 reserves the right to reject any proposed Supplier crew, at its discretion and at any time, including once any Supplier crew are on site. Any rejection of any Supplier crew by ESC 2019 shall be in consultation with the Supplier Account Manager and or Project Manager.

ESC 2019 decisions regarding rejecting of any Supplier crew shall be final. The Supplier will be required to replace any rejected Supplier crew at no additional cost to ESC 2019.

All work to be done by the Supplier or under the supervision of the Supplier or other work related to the delivery and/or service from the Supplier, the rules set up by the venue, the appointed Health & Safety officer and/or Israeli laws shall be followed. The Supplier shall oversee and be responsible for all Personnel having the necessary training(s), equipment and knowledge for their task and being able to complete the service. This could be but not be limited to hot work, working at height, construction work, use of plants etc.

Due to the nature of The Contest it is anticipated that members of the Supplier staff may be required to participate in the event as a costumed 'performer' during the setting and striking of equipment. This will be considered as part of their role as crew and no further remuneration will be offered or paid.

---

#### H.2.3. TRAVEL, TRANSFERS AND EXPENSES

The Supplier shall include the cost of all transfers (including all taxis, airport transfers, etc.) in the country of their origin, per diems for all, staff and sub-contractors involved in the provision of the full scope of the Services, including pre-Contest activities, as part of the Proposal. All hotels and shuttles services at the location during pre-production and production will be provided by ESC 2019.

---

#### H.2.4. ACCREDITATION

An Accreditation system will be established by KAN to control access to all venues. The Supplier staff and sub-contractors will be required to comply with the standard accreditation requirements and any background investigation procedures including security checks that KAN may choose to put in place.

KAN will be responsible for ensuring that the Supplier receives the appropriate accreditation privileges in order to carry out the scope of works agreed.



Any Supplier staff that fail to meet the security clearance requirements of the accreditation system and background checks, shall be required to be replaced at the expense of the Supplier, with no additional cost to ESC 2019 or KAN.

---

#### H.2.5. TRANSPORTATION

It shall be noted that any transport that may be supplied by ESC 2019 will be to central hubs and may not be directly to specific hotels or apartment complexes. The Venue has a nearby train station and in some cases, use of the train system may be more efficient for the Supplier's staff.

---

#### H.2.6. MEALS AND CATERING

KAN has not yet formulated its Contest meals and catering policies and procedures. As these are developed, the Supplier will be advised accordingly and given the option to participate as appropriate.

In general, ESC 2019 and or KAN will provide a catering service on site in form of a "pay as you go" catering.

The Supplier will be required to comply with all KAN policies, rules, regulations and procedures in this regard. The Supplier will be required to note that there may be restrictions on bringing food and or drinks to the venue, or through security checkpoints.

---

#### H.2.7. ACCOMMODATION

The Supplier shall be responsible for liaising and securing its accommodation for the duration of this contract through centralised bookings by ESC 2019. This excludes any and all site visits, meetings and inspections, which will be handled separately.

The Supplier will be required to supply ESC 2019 with accurate information on its staffing plans and levels in the Proposal to the RFP to ensure that the correct number of local accommodations can be booked.

---

#### H.2.8. UNIFORMS

The Supplier may be required to supply uniforms to its entire staff working at The Contest. The presentation of uniforms will be required to be consistent and to an appropriate standard for The Contest. Uniforms will be required not to contain any promotional or advertising

signage or wording or logo of any kind unless otherwise approved by EBU. Uniforms are to be approved by KAN and ESC 2019.

---

#### H.2.9. EQUIPMENT MANAGEMENT AND HANDLING

The installation, commissioning, decommissioning and management of all the equipment necessary to provide the scope of works detailed in this document shall form part of the Respondents' Proposals.

In principle, ESC 2019 expects that:

- The Supplier shall work closely with ESC 2019 in planning for all equipment management requirements.
- The Supplier shall be responsible for the international and/or domestic transportation and logistics to and from Tel Aviv, Israel.
- The Supplier shall be responsible for the provision of all the necessary labour and project management for the complete installation, materials handling, packing, packaging, storage, configuration and transportation of all equipment to and from the venues in accordance with overall ESC 2019 timelines.
- The Supplier shall be responsible for the complete management and re-configuration of equipment between rehearsals, semi-finals and final.
- The Supplier shall be required to provide all necessary labour for safe and proper materials handling activities associated with the equipment. This will include the coordination of materials handling at ports, warehouses and venues. ESC 2019 will only provide materials handling plant, labour and equipment at venues where specified and agreed between both parties.

---

#### H.2.10. CLEAN VENUE and PUBLICITY

There is a specific clean venue policy in place for The Contest, ESC 2019 is committed to protecting the marketing rights of The Contest partners and sponsors. To that end, ESC 2019 will be implementing a policy of minimizing marketing and advertising by its Suppliers. The Supplier may be asked to cover and or remove any branding from equipment, uniforms, documentation etc.

The Supplier will be required not to promote or provide information to any media, press, and or social networking or otherwise for the purposes of promotion or declaring its involvement in The Contest, without written approval from ESC 2019.



## H.3 WORKS BY OTHERS

---

### H.3.1. RIGGING POINTS

All top rigging for equipment that is to be installed in the Venue will be supplied and installed by third parties. Any rigging requirements shall be clearly identified in the RFP Proposal.

---

### H.3.2. COMMUNICATIONS

Event communications will be covered by a separate contract between KAN and the Supplier. Two-way radios for use during the load in, rehearsals, The Contest and the load out will be provided as part of that contract.

It shall be the responsibility of the Supplier to take care of the communications equipment and return them to the communications supplier, Riedel, daily (or as required) for maintenance and repair. Any loss or damage to supplied equipment may be charged back to the Supplier.

Respondents shall include an indication as to the anticipated requirement for communications in their Proposals, to allow for appropriate planning.

## H.4 SUPPLIER REQUIREMENTS

---

### H.4.1. PLANT / ACCESS

It is to be expected that the Supplier might need the use of forklifts, and/or other plant at some point once on site. Please indicate in your Proposal what is required including equipment specifications and attach a schedule for this equipment.

Plant equipment includes:

- Forklifts;
- Boom Lifts;
- Scissor Lifts;
- Golf carts;

The Supplier will be encouraged to supply its own plant operators. ESC 2019 will have a limited number of locally based plant operators available. Plant operators shall have a valid

internationally recognized license for any plant they are using. Permission for operating plant will be in accordance to stipulated venue rules.

ESC 2019 will use best endeavours to supply the plant requested by the Supplier. It shall be noted that the request for plant does not necessarily guarantee supply. ESC 2019 will work with the Supplier to provide the best possible level of plant.

Additional plant etc. not listed in the Contract may be charged back to the Supplier at cost by ESC 2019.

It shall be noted that any plant supplied by ESC 2019 will be on a shared use basis and plant may not be available at all times when requested by the Supplier.

---

#### H.4.2. LOCAL LABOUR

It is to be expected that the Supplier might need the use of unskilled local labour (stage hands).

Please indicate in your Proposal the required quantity of unskilled local labour and provide a schedule for this.

ESC 2019 will use best endeavours to supply the local labour requested by the Supplier.

It shall be noted that the availability of local labour may be limited and while ESC 2019 will use best endeavours to fulfil all the requests for local labour, not all requests will be fulfilled. ESC 2019 will work with the Supplier to ensure that the Supplier is not disadvantaged in the execution of their contract due to a shortage of local labour.

---

#### H.4.3. RISK ASSESSMENT AND METHOD STATEMENTS

The Supplier will be required to supply Risk Assessments and Method Statements relating to the services being supplied.

Method Statements shall include calculation of any additional erection stresses and temporary supports.

ESC 2019 will require these documents to be issued at least 2 weeks prior to installation. In some instances where the installation methods are complex or require significant integration with other ESC 2019 suppliers', these method statements will be required sooner to ensure the full integration of the methods.

It will not be possible to undertake activities without a completed, approved Method Statement. While ESC 2019 will comment on Method Statements, it will be the responsibility of the Supplier to ensure that its method statement provides a safe work environment for their crew, all other ESC 2019 and EBU staff and suppliers, and all other parties on site.

---

#### H.4.4. INTERFACE WITH OTHER DEPARTMENTS

The Supplier will need to work closely with the ESC 2019 Technical Team, other suppliers and will at times be involved with assisting other departments and or suppliers with works in the venue, prior to and after the live shows and in show state environments.

---

#### H.4.5. ANY OTHER REQUIREMENTS

Should a Respondent have requirements additional to those listed, these shall be detailed in its Proposal. By listing the requirements, this does not guarantee that ESC 2019 agrees to these requirements, however unless requirements are listed, they will not be considered following the closing of the RFP process.



## I SCHEDULE

### I.1 PROJECT TIMELINES

The overall Contest planning and preparation phase contains a large number of milestones with which the Supplier shall be required to align immediately after appointment / contract signature. The key milestones are below. Note that this is not an exhaustive list of milestones or a complete timeline. It is important to note that there are some milestones that will be determined in conjunction with the Supplier. Respondents shall provide Proposals that minimize the time required on site and therefore the overall costs. **May 02 and May 08 are considered to be Days off due to national remembrance days.**

Milestone	Description	Date
Load In	First load in day at arena	14.04.2019
Pyro Tests	Fire Marshal acceptance tests	19.04.2019
Technical Rehearsals	Start of Technical Rehearsals	20.04.2019
Stand in Rehearsals	Start of stand in rehearsals	22.04.2019
Show Rehearsals	Opening and Interval acts	26.04.2019
Artist Rehearsals	Start of artist rehearsals	04.05.2019
Dress Rehearsals	Dress Rehearsals Semi Final 1	13.05.2019
Semi Final 1	Broadcast Semi Final 1	14.05.2019
Dress Rehearsals	Dress Rehearsals Semi Final 2	15.05.2019
Semi Final 2	Broadcast Semi Final 2	16.05.2019
Dress Rehearsals	Start of Dress Rehearsals Final	17.05.2019
Final	Broadcast of Final	18.05.2019

Load Out	Start of Load Out	19.05.2019
----------	-------------------	------------



## J REPORTING AND ACCEPTANCE TESTING

### J.1 REPORTING

The Supplier will be required to provide regular reports at agreed intervals. These reports will cover areas such as:

- Status Reporting;
- Milestone Updates;
- Issue Management;
- Risk Management;
- Dependency Management;
- Change Management.

ESC 2019 will be engaging in a regular reporting cycle to ensure that any risks are identified and rectified in a timely manner. The Supplier will be expected to provide a minimum of weekly reports in its planning and implementation progress. A format for the weekly (initially, and more regularly as the delivery phase approaches) report will be supplied.

The Supplier will be required to provide a final report to KAN, latest 4 working days after the final show.

### J.2 ACCEPTANCE TESTS

---

#### J.2.1. SCOPE OF SERVICE

The Supplier will be required to carry out Acceptance Testing on each deliverable prior to making such deliverable available for final Acceptance Testing.

Certain professional services, along with designs, specifications, plans and drawings and / or certain other documents to be supplied by the Respondent under this RFP shall not be subject to the physical Acceptance Tests set out below but shall instead be subject to the Approval process as described below, which itself is a form of Acceptance Testing.

---

#### J.2.2. TESTING PROGRAM

The Supplier will be required to develop a comprehensive Acceptance Testing program in conjunction with ESC 2019 to ensure that all aspects of the Supplier Solution necessary to

meet the ESC 2019 requirements are adequately tested, including but not limited to the following:

- The Supplier shall be responsible for the overall integration of its systems and processes within the Supplier Solution and, therefore, the Acceptance Tests shall demonstrate functionality at both deliverable and overall system level of the Supplier Solution where applicable;
- All Acceptance Tests shall be objective and capable of direct validation. Each Acceptance Test shall result in a pass or fail outcome and if an Acceptance Test is passed, it means that the deliverable being tested has met the requirements or specification as documented in that Acceptance Test. It shall be possible to achieve a repeatable pass.

---

### J.2.3. TYPES OF ACCEPTANCE TESTS

The Supplier will be required to carry out the following types of Acceptance Testing (as a minimum) for each deliverable (system/service/major element) of the Supplier Solution; this Acceptance Testing shall be defined, planned, resourced, executed and documented by the Supplier in relation to the Supplier Solution in collaboration with ESC 2019:

- **Warehouse Acceptance Testing ("WAT"):** Carried out at the Supplier's warehouse before the shipment of the equipment to Israel. These Acceptance Tests validate that the equipment and the systems are good condition.
- **Site Acceptance Testing ("SAT"):** Carried out at the nominated venue following installation and commissioning. These Acceptance Tests validate that the implementation of the Supplier Solution meets the overall technical, operational, performance and creative (where applicable) specifications.

---

### J.2.4. TESTING OBLIGATIONS

If any Acceptance Tests fail as a result of a defect and it will not be possible to resolve the defect at the time it is discovered without causing a material delay in the Acceptance Testing process, the Supplier will be required to note the defect as requiring later resolution and continue the Acceptance Testing process.

If any Acceptance Test fails as a result of a defect, which prevents the Supplier from completing the Acceptance Testing process, the Supplier shall rework or correct the deliverable in line with an agreed schedule to resolve the defect and confirm resolution of the defect by successful re-testing.

---

#### J.2.5. TEST RESULTS

The Supplier will be required to maintain a log of all Acceptance Test cases, summarizing the requirements and specifications which have been tested and those which have been achieved. Including the following key information:

- Tests planned (including re-tests);
- Test results/evidence (including re-tests);
- Tests completed (including re-tests);
- Defects with each deliverable at each stage of testing – occurrence, re-grading and resolution;
- Tracking of all defects, including rates of occurrence against rates of resolution.

## K PRICING

### K.1 PRICING TEMPLATE

All pricing shall be filled in into the 033.RFP Appendix 1 Pyro Specifications.

All pricing shall be considered as a “turn-key solution”, meaning all cost shall be included in each of the topics, such as but not limited to; staff, installation, removal, maintaining service, spare parts, consumables, pre-production cost, transport, etc.

All pricing shall be quoted in € (EURO).

## L RIGHTS

### L.1 INTELLECTUAL PROPERTY AND MORAL RIGHTS

To the extent that the Supplier will own or control (presently or in the future) any Intellectual Property Rights that would block or interfere with the rights to be assigned to KAN and the EBU under the Contract (Related Rights) the Supplier will be required to grant or to cause to be granted to KAN and the EBU an exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind included in the Services, to the extent necessary to enable KAN and the EBU to exercise all of the rights assigned under the Contract.

The Supplier will also be required irrevocably and in perpetuity to waive all moral rights to which it may be entitled under any legislation in respect of the Services, to the extent permitted by Israeli legislation and to agree to procure waivers in like terms from any of its employees, sub-contractors or agents who may otherwise be entitled to any such rights. For the avoidance of doubt KAN and the EBU shall be the owners of all worldwide distribution rights for the Services on any support and via any media known or hereafter invented.

### L.2 KNOWLEDGE TRANSFER

The Supplier shall grant to KAN, a perpetual, royalty-free, irrevocable license to use the Know How communicated or supplied, with a right to sublicense such Know How to KAN's and such other parties as the KAN nominates to the extent reasonably necessary in each case for the purpose of furthering their understanding in relation to future Contests. The Supplier shall as part of its obligation provide KAN on reasonable request with copies of documentation containing or describing the Know How.

### L.3 PROPOSALS DECISION

KAN reserves the right to reject any Proposals at its discretion at any time and there shall be no right to appeal or raise claims.

KAN's decision regarding the selection of the Supplier shall be final.

#### L.4 CONFIDENTIALITY

The contents of this RFP and the procedures set out herein (including all of the Proposals) are confidential. Respondents accordingly undertake to keep confidential all information, whether written or oral, received, obtained or produced by them in or in connection with this RFP and The Contest, and not to divulge to any party any such information - including the terms of the Proposal itself and all the communication exchanged between the Supplier and KAN - unless legally compelled to do so, and then, only following timely prior notice to KAN allowing KAN the opportunity to object thereto. This obligation of confidentiality will apply indefinitely.

#### L.5 DOCUMENT MANAGEMENT AND DATA SECURITY

Each Respondent is responsible for ensuring that they have in place a suitable secure document management and document control system. Each Respondent warrants that access to any documentation relating to The Contest, this RFP and or the Contract is limited to its Staff or agents who have a need to know. This includes but is not limited to any drawings, specifications, designs, schedules, and or scripts.

Each Respondent shall ensure that they have in place suitable and reliable data storage and backup facilities to ensure the integrity and recoverability of any data relating to this RFP and (if relevant) the ensuing Contract.



## M MISCELLANEOUS

### M.1 AMENDMENTS OR CANCELLATION OF THE RFP

KAN reserves the right, for any reason, to add to, delete from or otherwise amend the provisions of this RFP, including the requirements from the Respondents, the scope of the Services, the professional requirements and the evaluation process thereunder at any stage.

KAN reserves the right to cancel the RFP at any stage.

A decision of KAN in accordance with this Section M.1 shall not constitute grounds for any claim against KAN.

### M.2 GOVERNING LAW

This RFP process shall be governed and construed in accordance with the provisions of the laws of the State of Israel.

### M.3 JURISDICTION

The applicable court in Tel Aviv shall have the sole jurisdiction over all matters and all disputes arising in connection with this RFP.

### M.4 HEADINGS

The headings in this RFP shall not be used for its interpretation.

### M.5 EXPENSES

Any and all costs and expenses incurred by Respondents with respect to and/or in connection with their participation in the RFP (including, without limitation, preparation and submission of the Proposals and including changes and requests for further clarifications), will be borne solely by Respondents. Respondents will not be reimbursed by KAN or EBU for any costs or expenses so incurred by them for any reason whatsoever.

## N WARRANTS AND UNDERTAKINGS OF THE RESPONDENT

I, the undersigned, hereby on this date of \_\_\_\_\_, 2018 warrant that I have read the RFP (including, for the avoidance of doubt, its schedules), and undertake to fully perform all the Respondent's undertakings thereunder, and in the event, I will be selected as Supplier – I undertake to fully perform all the Supplier's undertakings under the RFP and under the Contract:

Printed Name of Respondent:

Name of Authorized Representative(s):

Signature of Authorized Representative(s):

\*\*\*\*\*