

Date: May 15<sup>th</sup>, 2025

For:

Potential Participants – Public Tender 14/2025 – for Planning, Design, Engineering and Consulting Services for Marine Structures and Auxiliary Facilities as Part of the Marina Development at Reading

Subject: Notice No. 1 in Public Tender 14/2025 – Answers to Clarification Questions

**Note: Requests for clarifications shall be submitted in the format and table as described in clause 8.1, Document A of the tender, i.e. each question should be linked to the relevant section(s) in the tender documents.**

No.	Ref. Clause	Questions	Answers
1.	SOW, Annex 9.5 – Consultants and Experts Employed by the Client	We request permission to use certain sub-consultants that are listed as ATARIM's sub-consultants.	Please note <b>Tentative Project Organization Chart</b> , which is Appendix D of Document C – The Agreement. This demonstrates schematically the consultants that Atarim employs or intends to employ and their interactions with the various parties. We don't see the need for the bidders to hire as well these consultants. The only services that the bidder should consider are " <b>Structural Engineering Consultant (Israel)</b> " and " <b>Health &amp; Safety (offshore) Consultant</b> " and " <b>Corrosion Control Consultant</b> " (if needed).
2.	SOW section 5.2.6	The scope of work refers to 2D and 3D physical model testing but there does not appear to be any detail provided. Please advise if the 2D and 3D testing are mandatory or will it be up to the recommendations of the selected consultant and Atarim?	Please refer to SOW section 8.2. The Consulting Firm shall submit recommendations about the necessity of 2D and/or 3D physical model testing studies and, if needed, the relevant budget proposal for approval by Atarim.
3.	SOW section 5.2.6	Please advise that if 2D and 3D testing are required, whether Atarim will contract directly with the laboratory.	The Consulting Firm shall be responsible for and manage the contract with the laboratory and supervise the laboratory. The Consulting Firm shall submit the



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			relevant budget proposal for approval by Atarim.
4.	SOW, Annex 9.6 – Preliminary Project Time Schedule	The proposed schedule does not appear to accommodate time for either 2D or 3D testing. Please confirm that if such testing is required it will be paid based on a proposal to be submitted by the selected consultant and agreed to by Atarim at the time the scope is better known, and that the schedule will be adjusted accordingly.	<ol style="list-style-type: none"> <li>1. The time required for the model tests is included in the Preliminary Project Time Schedule under item B2: <b>“Conduct surveys for the design of the breakwaters”</b> – 12 months.</li> <li>2. The Consulting Firm shall submit the relevant budget proposal of the model test(s) for approval by Atarim.</li> </ol>
5.	Document A – Invitation to Submit Proposals, clause 2.4	<ol style="list-style-type: none"> <li>1. Please advise if the documents to be prepared by consultants to be selected by Atarim (clause 2.4 of Invitation to Bid) will be prepared in English.</li> <li>2. Also please advise if their work will be part of separate construction contracts or included as part of the same construction contract as the marine works.</li> </ol>	<ol style="list-style-type: none"> <li>1. The language of the reports and documents prepared by the consultants selected by Atarim shall be Hebrew and/or English.</li> <li>2. The contract agreements related to Atarim’s consultants, including the relevant scope of work shall be determined by Atarim.</li> </ol>
6.	SOW section 5.1, section 5.2.15, section 5.2.23, section 5.2.26 and other sections.	Please confirm the scope of the selected consultant’s work with respect to documents prepared by others under contract to Atarim, i.e., are they simply to be incorporated into our documents or are we required to perform a complete technical and consistency review?	Please refer to, inter alia, SOW sections 5.1 / 5.2.15 / 5.2.23 / 5.2.26. The Consulting Firm shall review the work of Atarim’s consultants related to Marine Works only and submit comments.
7.	Document B1 - Bid	<ol style="list-style-type: none"> <li>1. We note that in the “Proposal of Price and Quantities” we are required to submit, Supreme Supervision is to be paid by unit, which presumably refers to each site visit. We suggest that a separate unit price be included for visits by local consultants and international consultants. Please advise.</li> <li>2. Also advise if travel and per diem for international consultants will be paid separately?</li> </ol>	Please refer to the Notes below the Bill of Quantities.
8.	Document B1 – Bid.	Please advise how the consultant will be paid for review of submittals and RFIs, etc. during the construction works. Is this intended to be	Review of submittals, RFI’s etc. during construction stages is included in BoQ item 3.3: <b>“Provide Professional</b>





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	SOW section 5.2.27, Site Supervision and Supreme Supervision	covered under "Professional Services During Construction" or "Supreme Supervision"? If "Supreme Supervision" it is not clear how "unit" applies to such work.	<b>Services during construction stage(s)</b> . In addition, please refer to SOW section 5.2.27.
9.	Document B1 – Bid.  Appendix E – Payment Milestones	It is not clear how the "Proposal of Price and Quantities" relates to Appendix E-Payment Milestones, since the consultant's proposal may well not align with Appendix E with regard to percentage of the total fee for each task. Please clarify. We believe that the milestone payments should be adjusted based on the selected consultant's agreed fee proposal.	The " <b>Proposal of Price and Quantities</b> " and Appendix E – " <b>Payment Milestones</b> " will not be changed. Notwithstanding the aforesaid, the Company reserves the right to update the payment stages at its' sole discretion.
10.	Document C – The Agreement, clause 4.3	<ol style="list-style-type: none"> <li>1. With reference to clause 4.3, we note that a significant period of time will pass between performance of tasks and full payment.</li> <li>2. Furthermore, please clarify what is meant by "<b>Once Atarim provides its approval to the Deliverables</b>", and how long after the submission this will occur. We kindly request that the schedule of payments be modified such that the selected consultant can invoice 80% within one week of its submission, provided that Atarim does not notify us that the submission is incomplete with an explanation thereof, that an additional 10% can be invoiced following incorporation of Atarim's comments on our submission and re-submission, and that the final 10% be invoiced following Atarim's approval.</li> <li>3. We also request that this clause be modified to indicate that Atarim will provide its comments within one month after our submission.</li> </ol>	Clause 4.3 is amended as follows: Once Atarim provides its approval to the Deliverables in respect of a Milestone in accordance with Section 2.5.3 (" <b>Atarim Approval</b> "), the Service Provider shall be entitled to raise an invoice for Services completed pursuant to the Milestones in amount equal to 80% of the allocated percentage attached to the relevant Milestone upon completion thereof. Another 20% may be invoiced two-months following the Atarim approval (provided that if Atarim requires amendments or clarifications to the Deliverables to comply with the Scope of Work, the Service Provider shall deliver such amendments and/or clarifications, and the two-month period shall restart from such date of delivery.
11.	Document C – The Agreement, clause 4.8	With respect to the clause related to "Liquidated Damages" we kindly request this be deleted. Considering that the consultant will be relying on input from others in addition to the client, for which it has no control, we do not consider that	The request is rejected.





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		it is fair or reasonable to be subject to such damages. The effect of such a clause for which bidders have no control will only result in either an increased price proposal or possibly a decision not to pursue the project.	
12.	SOW Annex 9.2 - Reference Documents - Drawings	We note that some of the reference drawings show a complete replacement of the existing breakwater. Please confirm whether our proposal should be based on this.	The Scope of Work does not refer to a complete replacement of the existing breakwater.
13.	SOW	Please advise if Phase A may include some rehabilitation work of breakwater and how we can price this in our proposal not knowing what the extent will be, if any?	The Consulting Firm shall submit its' recommendations. This works shall be included in the <b>"Proposal of Price and Quantities"</b> .
14.	SOW Reference Documents, Annex 9.1, 9.2, 9.3 and 9.4	Please confirm that Atarim will perform and supply bathymetric, topographic and any additional underwater surveys, and supply results to consultant.	Many bathymetric, topographic and underwater surveys are included in the SOW reference documents. Atarim shall consider reasonable requests by the Consulting Firm for additional surveys (if deemed needed).
15.	SOW	Please advise if any compressive strength testing has been performed of the existing breakwater rock, and if the specific gravity has been determined by testing.	These technical data are currently not available. The Consulting Firm shall submit its' recommendations.
16.	Document B1 - Bid	Since the SOW is not fully defined, as noted in the documents, it is very difficult to estimate hours for detail design at this stage. We suggest that Atarim either provide a well defined assumed scope for bidding or the proposal be based on a % of construction cost.	The <b>"Proposal of Price and Quantities"</b> and Appendix E – <b>"Payment Milestones"</b> will not be changed.
17.	SOW section 5.2.9: Dredging, Nautical and Navigation Issues	Section 5.2.9 calls for "marine traffic control". Please clarify what the selected consultant's scope is in this regard.	The Consulting Firm shall provide recommendations about marine traffic control.
18.	SOW section 5.2.13: Breakwaters	Section 5.2.13 mentions quarry investigation for breakwater rock. Please confirm that such investigation will be performed by others and that the selected consultant will only be required	The Consulting Firm shall submit its' recommendations and specifications regarding rock supply, including reviews and comments.





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		to review, comment, and utilize the results thereof in its design.	
19.	SOW section 5.2.23: Environmental Issues	Section 5.2.23 mentions recommendations for the control of jelly fish. It is our understanding that the water intake for the power plant has been dismantled so please clarify why control of jelly fish is a concern and what the selected consultant is required to do.	The Consulting Firm shall check and coordinate this issue with Atarim's Environmental Consultant and submit recommendations.
20.	SOW section 5.2.9: Dredging, Nautical and Navigation Issues. Document A – Invitation to Submit Proposals, clause 2.4	Section 5.2.9 states that the scope of work includes making recommendations on the light beacon and power supply for the lighthouse. Please confirm whether this is part of the selected consultant's scope or in the scope of the electrical consultant, who will be selected by Atarim.	1. The Consulting Firm shall recommend the type of beacon(s), manufacturer, nautical range, elevation, electrical power supply system, etc. 2. The Consulting Firm shall coordinate with Atarim's Electrical Consultant for integration into the overall electrical infrastructure of Reading Marina.
21.	SOW section 5.3.3: Reporting	Please confirm that weekly progress meetings can be remote for purposes of preparation of our proposal, with the local representative attending in person if and when necessary.	Weekly progress meetings can be either in person and/or by video conference calls. This includes ZOOM or TEAMS.
23.	SOW section 5.2.21: QC and QA.  Document A – Invitation to Submit Proposals, clause 4.10.3	Is ISO certification an absolute requirement? We kindly request that this requirement be deleted.	1. Further to SOW section 5.2.21, in case the Consulting Firm does not possess a valid ISO 9001:2015 Certificate during the tender stage, and it is the winning Bidder, then the Consulting Firm shall endeavor to obtain this certificate within six (6) months after signing the contract with the Client. 2. The Consulting Firm may propose alternative QC/QA certification for the sole approval by Atarim.

This notice constitutes one and inseparable part of the tender documents and must be attached to the bid in the tender, signed by the bidder. Failure to attach the document to such as proposal may disqualify it.



Attached is a **revised version of the tender documents** – which will **replace** the original documents and be submitted by the bidders.

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date, stamp + bidder's signature