**Appendix 1 – Qualification Questionnaire**

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| **Mentoring Panel for Brexit Advisory Services for BIM and the Irish Seafood Industry** |
| **Reference:** | **Category** | **Application for (please √)** |
| 1. | Customs & Excise |  |
| 2. | Logistics & Supply Chain |  |

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| **REF** | **PASS/FAIL CRITERIA** | **PASS REQUIREMENT** |
| **A1** | Applicant summary | Applicants must complete this section. If the Applicant is a grouping, then a separate questionnaire must be completed for each group member. |
| **A2** | Tax compliance | Applicants are required to complete a Self-Declaration Form (A4). Applicants should note that where relevant they will be required to provide the evidence self-declared prior to being awarded work under this panel. Refer to individual rules regarding members of a grouping. |
| **A3** | Insurance |
| **A4** | Tax and Insurance Self-Declaration Form |  Applicants to complete the details as outlined A2 and A3 above. |
| **A5** | Declaration of Bona Fides | Applicants must complete, sign and date this Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified. |
| **A6** | Confidentiality agreement | Applicants must review, sign and date this Declaration. Non-compliant Applicants under any of the headings will be automatically disqualified. |

**Note: Information should be submitted using the form in Section A below.**

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| **REF** | **PASS/FAIL CRITERIA** | **REQUIREMENT** |
| **B1** | **Manpower and skills** | Applicants must demonstrate access (for each panel category that the Applicant is applying for) to at least one expert with the requisite skills required to undertake work related to the services required. Therefore, Applicants must demonstrate the following:* + - 1. Knowledge, experience and acumen in one, or several areas such as Customs & Excise and Logistics and Supply Chain
		1. The ability to carry out a rapid analysis of a company’s business operations and quickly define challenges and opportunities which need to be addressed.
		2. The ability to engage with stakeholders within seafood/food to develop and execute actionable plans that address business challenges. Specific examples of commercially focused completed projects for key sectors/stakeholders must be provided, including the impact on the business.
		3. The ability to project manage diverse projects, ensuring effective timely progression and continual engagement with stakeholders (fishers, farms, processors, regulators, international stakeholders, funders, financial institutions, agencies).
		4. The ability to interpret ongoing regulations and requirements (as applicable) arising from the UK leaving the EU and explain to companies on how it will impact their business operations. Also, to advise companies on ways to manage the impacts of Brexit more efficiently.
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| **B2** | **Previous experience** | Applicants must demonstrate the successful delivery of **two** comparable contracts/projects (for each panel category that the Applicant is applying for) indicating relevant experience for the services outlined in B1 above. These contracts/projects must have been delivered in the past three years and must clearly demonstrate relevant previous experience. |
| **B3** | **Daily rate(s)** | Applicants to provide competitive daily rate(s). BIM reserves the right to review rates for value for money in advance of approving any assignment. |

**Note: Information should be submitted using the form in Section B below**

**SECTION A - PASS/FAIL CRITERIA (1)**

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| **A1. APPLICANT SUMMARY****Rule: Pass/Fail only****Pass requirement: Applicants must complete all this section in full.** |
| **Applicant name/Economic Operator name:** |  |
| Address: |  |
| Contact person: |  |
| Position: |  |
| Office telephone: |  |
| Mobile telephone: |  |
| Email: |  |
| Website: |  |
| Date of Establishment, if applicable |  |
| VAT Registration No: |  |
| Legal Structure – Company (Ltd), Partnership, Sole Trader, any other |  |
| Brief overview of Organisation including services, supplies offered, and markets served  |  |
|  |
| **Name of other parties forming part of the tender submission, if applicable:** |

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| **Name:** | **Proposed Role** | **Confirmation that relevant information provided for each party** |
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| **A2. TAX CLEARANCE CERTIFICATE DECLARED BY SELF-DECLARATION** |
| **Rule:** **Pass/Fail only****Pass requirement:** Applicants must complete the self-declaration (A4) providing information regarding their tax compliance. This applies to all group members and to both Irish Resident suppliers and Non-Resident suppliers. |
| **A3. INSURANCES DECLARED BY SELF-DECLARATION** |
| **Rule:** **Pass/Fail only****Pass requirement:** Applicants should complete the self-declaration (A4) providing information regarding the insurances in place and are asked to note that the following levels will be required for the Applicants being awarded this contract. This applies to all group members. |
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| **Insurance Type** | **Required Level - €** |
| Employers Liability (not required for sole traders) | 13 million |
| Public Liability  | 2.6 million |
| Professional Indemnity | 1 million |

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| **NOTE**BIM will satisfy itself of the capacity of Applicants with regard to the tax, and insurance requirements prior to awarding work under this panel. |

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|  **A4. TAX CLEARANCE CERTIFICATE AND INSURANCES DECLARED BY SELF-DECLARATION** |
|  **TAX CLEARANCE** | **YES No****Please indicate your answer by marking ‘X’ in the relevant box** |
| (A) I confirm being tax compliant with the Irish Revenue Commissioners and that our tax affairs are in order. |  |  |
| (B) Do you grant BIM permission to verify your tax clearance position online? |  |  |
| **Tax Clearance Certificate information:** |
| Applicant Name: |  |
| Applicant PPSN/Tax Reference Number: |  |
| Tax Clearance Access Number (TCAN): |  |
|  |  |
|  **INSURANCES** |
| I confirm that we have the following insurances in place: |
|  | **Insurance type** | **Level in place - €** | **Details of any excess - €** | **Expiry date** |  |
|  | Employers Liability |  |  |  |  |
|  | Public Liability |  |  |  |  |
|  | Professional Indemnity |  |  |  |  |
| **AND** |
| I confirm that if successful, where the levels required under the contract are higher than those currently held I will be in a position to put the required forms and levels of insurances required in place. | **Yes** | **No** |
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| **AND** |
| I confirm that I will provide the following promptly on request at any time prior to the award decision being made:* + Evidence of insurances in place **or**
	+ Letter from Insurance Broker confirming that the required levels could be put in place if successful
 | **Yes** | **No** |
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| **Signed:** |  |
| **Position:** |  |
| **Date:** |  |

**DECLARATION OF BONA FIDES/STATUTORY OBLIGATIONS**

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| **A5. DECLARATION OF BONA FIDES/STATUTORY OBLIGATIONS****Rule**: **Pass/Fail only****Pass requirement:** Applicants must complete, sign and date this declaration. BIM reserves the right at its discretion to exclude a non-compliant Applicant under each heading. This must be completed by each group member. |

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| **Note:**In the case of a consortium, each individual member must complete and sign this declarationThis Declaration, duly completed and signed by an authorised signatory, must be submitted by all Economic Operators.This Declaration relates to an award procedure under Public Sector Directive 2014/24/EU (Article 57). |
| **MANDATORY EXCLUSION**Economic Operators will be excluded from the procurement process if, within the past five years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved). |
| **1.1** | **Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?** | **Yes** | **No** |
| **Please indicate your answer by marking ‘X’ in the relevant box** |
| 1.1.a | Participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA; |  |  |
| 1.1.b | Corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established; |  |  |
| 1.1.c | Fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests; |  |  |
| 1.1.d | The subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence; |  |  |
| 1.1.e | The subject of a conviction for money laundering or terrorist financing; |  |  |
| 1.1.f | The subject of a conviction of child labour and other forms of trafficking in human beings; |  |  |
| **1.2** | **Non-payment of taxes or social security obligations** |  |  |
| Has it been established by a judicial or administrative decision having finaland binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland) that the Economic Operator is in breach of obligations related to the paymentof tax and social security contributions?**Note:** If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved. |  |
| **DISCRETIONARY EXCLUSION****An Economic Operator who answers ‘Yes’ in any of the situations set out in paragraphs 2.1.a to 2.1.i will be excluded.** |
| 2.1 | **Please indicate if any of the following situations have applied, within the past three years, or currently apply, to your organisation.****The Economic Operator:** | **Yes** | **No** |
| **Please indicate your answer by marking ‘X’ in the relevant box** |
| 2.1.a | Has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU; |  |  |
| 2.1.b | Is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations; |  |  |
| 2.1.c | Is guilty of grave professional misconduct which renders its integrity questionable; |  |  |
| 2.1.d | Has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 2.1.e | Has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 2.1.f | Confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures; |  |  |
| 2.1.g | Has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions. |  |  |
| 2.1.h | * Is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
* Has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or
 |  |  |
| 2.1.i | Has undertaken to:* unduly influence the decision-making process of the contracting entity, or
* obtain confidential information that may confer upon the Applicant undue advantages in the procurement procedure; or
* negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.
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| **DECLARATION RE. STATUTORY OBLIGATIONS** |
| **We confirm that we are fully compliant with the following legislation:** | **Please indicate your answer by marking “X” in the relevant box** |
|  | **YES** | **NO** |
| (i) | Employment Equality Acts 1998-2015 |  |  |
| (ii) | Equal Status Acts 2000-2018 |  |  |
| (iii) | National Minimum Wage Act 2000 as amended |  |  |
| (iv) | Organisation of Working Time Act 1997 as amended |  |  |
| (v) | Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2013 |  |  |
| (vi) | Disability Act 2005 |  |  |
| (vii) | General Data Protection Regulation 2016/679 and the Data Protection Acts 1988 to 2018, any relevant amendments, transpositions, successors or replacements to those laws referred to in force from time to time, any national implementing legislation, secondary legislation (including European Commission decisions) and binding EU and national guidance, any other applicable data protection laws of any other jurisdiction and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time. |  |  |
| **AND** |
| We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, BIM, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to BIM for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to BIM upon request. |  |  |
| I certify that the information provided in this declaration is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this Declaration will lead to my organisation being excluded from participation in this and future tenders. |

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| This Declaration is made for the benefit of BIM. |
| **Name of Economic Operator** |  |
| **Authorised signatory** |  |
| **Name in print or block capitals** |  |
| **Position** |  |
| **NOTE: The term Economic Operator covers equally the concepts of Contractor, Supplier and Applicant whether as Applicant or Participant under an award procedure in accordance with the relevant Public Procurement Directive.** |

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| **A6. CONFIDENTIALITY AGREEMENT AND UNDERTAKING****Rule: Pass/Fail only****Pass requirement:** **Applicants must review, sign and date this declaration. Non-compliant Applicants under any of the headings will be automatically disqualified.** |
| Name: To be completed Address: To be completed |
| (the “**Economic Operator**”) |
| This Agreement and Undertaking sets out the Economic Operator’s confidentiality obligations in respect of information and material disclosed to the Economic Operator by or on behalf of BIM for the Legitimate Purpose (as defined below), and is entered into by the Economic Operator in consideration of BIM engaging the Economic Operator to carry out the Legitimate Purpose and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Economic Operator. |
| 1. Confidential Information
 |
| Certain business, commercial, technical, financial, operational, administrative, marketing, economic and other information and material in connection with various enterprises may be disclosed (whether in writing, orally or in any other manner) by or on behalf of BIM to the Economic Operator for the purpose (hereinafter called the “Legitimate Purpose”) of the Economic Operator furnishing to BIM the Economic Operator’s Analysis of the Finance Capabilities within Bord Iascaigh Mhara Client Companies. This information and material, the Economic Operator’s involvement in the matter, this agreement, any discussions with BIM in relation to the said information and material (including the status and existence thereof), including any memorandum, report and evaluation prepared by the Economic Operator or by parties other than the Economic Operator, is referred to in this agreement as “Confidential Information”. |
| The Confidential Information will be kept secret and confidential by the Economic Operator and will not, without the prior written consent of BIM (which may be given on such terms as it considers appropriate), be disclosed (whether in writing or orally), in whole or in part, to any other person nor used for any purpose (including any competitive or commercial purpose) other than to the extent necessary to carry out the Legitimate Purpose.The Economic Operator shall observe its obligations set out in the Data Protection Legislation (as defined at Section 5.11 of the Document) as may be amended, modified or consolidated, together with any further legislation, international convention or EU charter adopted in respect of data protection. The Economic Operator acknowledges the serious adverse effects which unauthorised disclosure of personal data relating to data subjects would have upon the operations of BIM and shall endeavour, in accordance with good industry practice, to avoid any such disclosure. The Economic Operator shall obtain the prior written agreement of BIM, such agreement not to be unreasonably withheld or delayed, to store or process personal data, as defined by the Data Protection Legislation, for the purpose of performing the Economic Operator’s obligations under the agreement (and where applicable) at sites outside Ireland (excluding Northern Ireland). Failure by either party to comply with this Section A5 may constitute a serious breach of obligation.  |
| 1. Exceptions
 |
| The restrictions in paragraph 1 of this agreement do not apply to: |
| * + 1. Confidential Information which, at the time of disclosure to the Economic Operator can be shown by the Economic Operator to be in the public domain; or
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| * + 1. Confidential Information which, after disclosure to the Economic Operator can be shown by the Economic Operator to have become publicly available by publication or otherwise through no breach of this agreement or of any other agreement by the Economic Operator; or BIM panel– Qualification Questionnaire; or
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| * + 1. Confidential Information which was lawfully in the Economic Operator’s possession prior to disclosure, as evidenced by the Economic Operator’s written records, and which was not acquired directly or indirectly from BIM, or any of the advisers to BIM; or
 |
| * + 1. The disclosure of Confidential Information to a third party which is required by law or by the rules of any applicable regulatory organisation, in which event the Economic Operator must nevertheless comply with paragraph 6 (Disclosure) of this agreement.
 |
| 1. Copies
 |
| The Economic Operator will not make any copies in any form of any documents containing Confidential Information or authorise any other person to do so, except (i) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this agreement or (ii) with the prior written consent of BIM or (iii) for the purpose of making one paper copy of documents sent to the Economic Operator in electronic format. |
| 1. Records
 |
| The Economic Operator will keep a record (which shall be made available to BIM on request) of the Confidential Information provided in writing to the Economic Operator and of the location of that Confidential Information. The Economic Operator will ensure that all Confidential Information (save for Confidential Information which was disclosed orally and has not been reduced into writing or stored on any disc, tape or other device) is kept in a secure place at all times and is properly protected against theft, damage, loss or unauthorised access. |
| 1. Return of Confidential Information
 |
| The Economic Operator will, upon demand by BIM made in writing at any time either return to BIM or destroy (and the Economic Operator will confirm such destruction in writing to BIM) any document (including any notes, analyses, records or memoranda prepared by the Economic Operator) containing, or derived from, any Confidential Information and all copies which have been made by the Economic Operator or on the Economic Operator’s behalf. In addition, the Economic Operator will, in these circumstances, erase (and the Economic Operator will confirm such erasure in writing to BIM) all Confidential Information from any computer, word processor or other device containing such information. |
| Notwithstanding the return or destruction of the Confidential Information, the Economic Operator will continue to be bound by the obligations of confidentiality and other obligations hereunder. |
| 1. Disclosure
 |
| In the event that the Economic Operator become aware that the Economic Operator may become compelled by law or by the rules of any applicable regulatory organisation to disclose any Confidential Information, prompt notice of that fact will be given to BIM so that BIM may seek an appropriate remedy to prevent that disclosure and the Economic Operator will take such steps as BIM may reasonably require for that purpose and will keep BIM promptly and fully informed of all developments relating to any such potential disclosure. |
| In the event that the Economic Operator become compelled by law or by the rules of any applicable regulatory organisation to disclose any Confidential Information, full details of any proposed disclosure will be given to BIM in advance and any such disclosure will be limited to the minimum amount of Confidential Information required to satisfy that disclosure obligation, and the Economic Operator will exercise the Economic Operator’s best efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information. |
| 1. Agents
 |
| The Economic Operator will be responsible for any breach of the terms of this Agreement by the Economic Operator or any of the Economic Operator’s Agents (which shall include each of the Economic Operator’s employees, agents and professional advisers). The Economic Operator will ensure that the Economic Operator’s Agents comply with the Economic Operator’s obligations under this Agreement and any action by them will be treated as an action by the Economic Operator for the purposes of this Agreement. |
| 1. Equitable remedies
 |
| The Economic Operator acknowledges and agrees that damages would not be an adequate remedy for any breach by the Economic Operator or the Economic Operator’s Agents of the provisions of this Agreement, and that BIM will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement by the Economic Operator or the Economic Operator’s Agents and that no proof of special damages shall be necessary for the enforcement of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity. In the event that BIM enforces the Economic Operator’s obligations hereunder, the Economic Operator shall reimburse BIM for all costs and expenses, including legal expenses, incurred by BIM in this regard. |
| 1. Remedies
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| No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise. |
| 1. Indemnity

The Economic Operator agrees to indemnify and save BIM harmless from and against any loss or liability resulting from, or arising in connection with, the unauthorised use or disclosure of the Confidential Information by the Economic Operator or the Economic Operator’s Agents.1. General
 |
| The undertakings, indemnities, confirmations and acknowledgements on the Economic Operator’spart referred to in this Agreement are given by the Economic Operator on behalf of the EconomicOperator itself and each of the Economic Operator’s Agents who are at any time in receipt of Confidential Information. |
| This Agreement will inure to the benefit of and may be enforced by BIM and its successors or assigns and will be binding upon the Economic Operator and the Economic Operator’s Agents and the Economic Operator’s respective successors in interest; provided, however that any assignment by the Economic Operator of the Economic Operator’s rights and obligations hereunder without BIM’s prior written consent will be void.Each of the provisions of this Agreement is separate and severable and enforceable accordingly. If at any time any of the provisions is held to be void or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. If any provision is held to be void or unenforceable, the parties agree to substitute any such provision with a valid enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. |
| 1. Governing Law
 |
| This Agreement and Undertaking will be governed by and constructed in accordance with Irish Law and shall be subject to the non-exclusive jurisdiction of the Irish Courts. |

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| (Please sign here to confirm the Economic Operator’s acceptance of the above conditions).I agree to the above conditions on behalf of the Economic Operator: |
| **Name of Economic Operator** |  |
| **Authorised signatory** |  |
| **Name in print or block capitals** |  |
| **Position** |  |
| **NOTE: The term Economic Operator covers equally the concepts of Contractor, Supplier and Applicant whether as Applicant or Participant under an award procedure in accordance with the relevant Public Procurement Directive.** |

**SECTION B – PASS/FAIL CRITERIA (2)**

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| **B1 MANPOWER AND SKILLS****Rule: Pass/Fail only**Applicants must demonstrate access to at least the minimum numbers of skilled personnel stated for **each** panel category that the Applicant is applying for and provide a comprehensive CV for those allocated personnel.  |
| **Panel category** | **Name of allocated personnel** | **Confirm CV enclosed** |
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| **Total number of suitably qualified resources.** |  |  |

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| **B2 PREVIOUS EXPERIENCE****Rule: Pass/Fail only**Applicants should refer to instances which demonstrate that they have successfully delivered **two** contracts/projects for the panel/category service requirements as outlined in this document.The contracts/projects referenced for consideration should provide comprehensive information to enable BIM to determine their comparability to the service requirements (for **each** panel category that the Applicant is applying for).The contracts/projects listed should be chosen to demonstrate your skills, experience and reliability in the relevant areas of expertise (for **each** panel category that the Applicant is applying for).All fields should be completed in full. In the event that the information requested on the value of contracts/project or identity of clients is considered confidential. Applicants must ensure that they provide sufficient information to allow BIM to judge the similarity of these contracts to the services required. |

**PREVIOUS CONTRACTS/PROJECTS:**

|  |  |
| --- | --- |
| **2.1 Contract/project 1 of 2** |  |
| Panel category: |  |
| Client name: |  |
| Client contact name: |  |
| Client contact telephone number: |  |
| Client contact Email: |  |
| Details of the contract/project services provided: |  |
| Contract/project period/delivery dates: |  |
| Estimated value of contract/project: |  |
| Describe how this contract/project is comparable to the services required under this panel: |  |

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| **2.1 Contract/project 2 of 2** |  |
| Panel category: |  |
| Client name: |  |
| Client contact name: |  |
| Client contact telephone number: |  |
| Client contact Email: |  |
| Details of the contract/project services provided: |  |
| Contract/project period/delivery dates: |  |
| Estimated value of contract/project: |  |
| Describe how this contract/project is comparable to the services required under this panel: |  |

**Note:**

BIM reserves the right to contact any of the above clients without further contact with Applicants.

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| **B3 DAILY RATE(S)****Rule: Pass/Fail only**Applicants must provide competitive daily rate(s) for the proposed key personnel (for **each** panel category that the Applicant is applying for) in the following format: |
| **Panel category** | **Proposed Key Personnel** | **Daily rate (Based on 7.5 hour day inclusive of all expenses and exclusive of VAT)****€** | **VAT rate (for information purposes)****%** |
|  |  |  |  |
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BIM reserves the right to review rates for value for money in advance of approving any assignment.

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| **Signed:** |  |
| **Name (in print of block capitals):** |  |
| **On behalf of:** |  |
| **Address:** |  |
| **Email:** |  |
| **Telephone:** |  | **Date:** |

**Note:**

**This full document is provided in pdf format. In addition, the Qualification Questionnaire at Appendix 1 above is also provided in Word format.**