

**Amendment no.1
to the Request For Offer**

between

**European Food Safety Authority
(EFSA)**

and

**University of Chemistry and Technology, Prague
(UCT Prague)**

UCT Prague, Ecomole LTD. and EFSA hereinafter collectively referred to as the "Parties"

Negotiated procedure reference: NP/EFSA/NUTRI/2018/01

Title: "Systematic literature **search** to assist EFSA in the preparatory work for the safety assessment of Novel Food applications and Traditional Food **notifications**"

Project/process code: NUTRI-08

Budget Line: xxxxx

WHEREASE

The Parties are signatories to the Request for Offer dated 28th April 2018.

The Parties therefore wish to amend the terms of the Request for Offer as set out in this Amendment no 1.

IT IS AGREED AS FOLLOWS:

I

Unless otherwise defined, capitalised terms, singular or plural, used in this Amendment no. 1 shall have the meanings set out below:

"Request for Offer" means the Request for Offer dated 28th April 2018.

"Purchase Order" means the Purchase Order NP/EFSA/NUTRI/2018/01, supplier code (LEF):xxxxx, commitment number:xxxxx, Budget line: xxxxx

II.

The Parties hereby agree that the last paragraph of the Article "**BACKGROUND AND CONTEXT**" is amended to read as follows:

It is estimated that approximately **50 NF** applications/TF notifications will be received by EFSA for the term **2018 - 2019**. However, not all NF applications/TF notifications require a systematic literature search.

III.

The Parties hereby agree that the sub- heading Article "**Specific objectives**" is amended to read as follows:

Specific objectives:

The specific objectives of the contract resulting from the present procurement procedure are as follows:

1. Perform systematic literature search for NF and TF related to the plant species NOT identified or ALREADY identified in the Combo web-based platform.

- (i) By applying the same methodology defined for the [Compendium of Botanicals](#) for the search of the literature, the prioritisation of relevant articles, and the data extraction;
- (ii) Using the existing Combo [web-based platform](#) for the Compendium of Botanicals for the coding of relevant information (botanical name and family, parts of interest, type of extract, composition information, toxicity adverse effects information, literature references) according to the existing EFSA data model and [controlled terminology catalogues](#);
- (iii) In addition, the search should highlight articles referring to "Allergic reactions", and the keywords used to prioritise articles be adapted accordingly.
- (iv) For plant species already identified in the Combo web-platform, systematic literature search for NF/TF should be performed to cover the remaining period since the last search for the plant already in the Combo web-platform was completed.
- (v) For the purpose of NF and TF entries, a web-based platform should be cloned and adapted from the existing Combo web-based platform for the Compendium of Botanicals according to the existing EFSA data model and controlled terminology catalogues.

Data collected from the search will be reviewed and validated by the SCER Unit and the SC Working Group on Compendium of Botanicals, prior to their use for the following purposes:

- to address the questions from the NUTRI Unit on the appropriateness of the data available to provide a reply to the European Commission and whether there is science-based evidence to consider that the NF/TF could pose a risk for human health againsts the information provided in the applications/notifications;
- to extend information and populate the Compendium of Botanicals with the addition of new plant species not yet identified.

2. Perform systematic literature search for non-plant related NF and TF (e.g. microalgae, fungi (including mushrooms, yeast, molds), insects, chemicals).

- (i) By applying and adapting the methodology defined for the Compendium of Botanicals for data search, collection and extraction, such as an extensive list of keywords to score relevant articles.
- (ii) By cloning and adapting a web-based platform for the coding of the information (name, composition information, toxicity adverse effects information, literature references) according to the existing EFSA data model and [controlled terminology catalogues](#).
- (iii) In addition, the search should include keywords related "Allergic reactions".

3. Develop and fine-tune a new module allowing efficient testing of keywords and their weights to be applied to organise retrieved articles based on their relevance. The development shall include testing the new module with at least one non-plant species.

IV.

The Parties hereby agree that the Article "ADDITIONAL INFORMATION ON THE PURCHASE" is amended to read as follows:

ADDITIONAL INFORMATION ON THE PURCHASE

- Deadline for the assignment: **31/12/2019**
- Deliverables and timeline:

No.	Deliverables	Deadline
1	Data collected in line with the specific objectives 1 and 2 and inserted in the related web-based platform The language for the implementation of the assignment is English. Written deliverables should be in English of an excellent level which does not require further proofreading. Written deliverables may be subject to publication at EFSA's discretion.	Within 30 calendar days from the EFSA request following new NF/TF applications notifications and no later than 1 year from the entry into force of the Purchase Order.
2	New module for testing of keywords in line with the objective 3	Mid-March 2019
No.	Meetings	When
1	Ad hoc meetings via web-conference in order to ensure best coordination and development of the project.	Upon request from both; the contractor or EFSA
No	Payment	When
1	Interim payment - 4000 euro	Upon approval of deliverable 2
2	Payment of the balance	Upon approval of all deliverables requested by EFSA

- The maximum budget available for this assignment is **15 000 Euros**. Any financial offer exceeding this threshold may be excluded. The offer should indicate a fixed, all-inclusive price. For example any additional costs which can be incurred by the contractor in performing the contract, such as overheads, travel and subsistence/accommodation expenses, etc. should also be factored in to the all-inclusive price. In addition, the tenderer proposing the lowest price will be considered as the winner of this negotiated procedure.
- EFSA reserves the right to award the contract on the basis of the initial tender without negotiation.

- The signed purchase order will be sent to the winning tenderer.
- It is understood that there are no pre-existing rights, as provided for in Article 13 of the [general conditions](#). Otherwise the list of all pre-existing rights incorporated into the results or parts of the results for all deliverables, including identification of the rights' owners, must be attached to the final deliverable.
- If the deliverables incorporate pre-existing rights, the tenderer should factor into their total price the cost of licensing those pre-existing rights to EFSA.
- Cancellation policy: EFSA has the right to cancel or request postponement to the date of the service up to 10 working days before the scheduled date. No cancellation fee will be paid.
- By submitting an offer in response to this request, the tenderer waives all other terms of sale or performance of services and accepts the general conditions for EFSA purchase orders which are published on the EFSA website here: <http://www.xxxxx>
- Interim and final payment shall be made within 30 days after receipt of the invoice as long as delivered services conform to the purchase order. The contractor has 5 days to submit additional information or corrections or a new version of the deliverables if the contracting authority requires it.
- Please note that only the addressees of this invitation are eligible to submit an offer.

V.

The Parties hereby agree that the Purchase Order shall be cancelled and replaced by Purchase Order NP/EFSA/NUTRI/2018/01, Supplier code (LEF): xxxxx, Commitment number: xxxxx, Budget line: xxxxx (hereinafter referred to as "Amendment 1 Purchase Order").

The Amendment 1 Purchase Order is attached as the Annex 1 to this Amendment no. 1.

VI.

Except as otherwise specifically amended herein, the Parties hereby declare that other conditions of Request for Offer shall remain unaffected.

Signature of the authorised representative:

Date:

Signature of the authorised representative:

Date:

ANNEX 1

AMENDMENT 1 – PURCHASE ORDER

AMENDMENT 1 - PURCHASE ORDER

NP/EFSA/NUTRI/2018/01

EFSA
Via Carlo Magno 1/a
43126 Parma - Italy
Tel: xxxxx
<http://www.xxx/>

Supplier code (LEF): xxx

Offer (date and reference):

Commitment number: xxx

Budget line: xxx

Currency of payment: EUR

Name and address of contractor:

University of Chemistry and Technology
xxxxxx
Technická 1905/5
16000 PRAHA 6
CZECH REPUBLIC

This purchase order constitutes acceptance of the above contractor's offer.

By agreeing to this order (contract), the contractor waives all other terms of sale or performance of services and accepts the general conditions published on the Internet at:

<https://www.xxx>

DESCRIPTION OF THE SUPPLIES OR SERVICES	UNIT	QUANTITY	PRICE in €	
			PRICE	TOTAL
The quantities indicated in this order form are based on an estimation. These quantities may exceptionally vary but the total amount of the order form cannot be exceeded.				
1. Perform systematic literature search for NF and TF related to the plant species NOT identified or ALREADY identified in the Compendium of Botanicals as per objective 1 of the request for offer	1	29	€ 175.00	€ 5,075.00
2. Perform systematic literature review of literature for non-plant related NF and TF (e.g. microalgae, fungi (including mushrooms), insects, chemicals in line with the objective 2 of the request for offer	1	22	€ 223.86	€ 4,925.00
3. Develop and fine-tune a new module allowing efficient testing of keywords and their weights to be applied to organise retrieved articles based on their relevance	1	1	€ 4,000.00	€ 4,000.00
4. Meetings specified in the the request for offer (included in the price)			€ -	€ -
Annex. 1 Request for offer				
Annex.2. Price offer				
It is understood that there are no pre-existing rights, as provided for in Article 13 of the general conditions (link above). Otherwise the list of all pre-existing rights incorporated into the results or parts of the results for all deliverables, including identification of the rights' owners, must be attached to the final deliverable.				

In accordance with Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the EFSA is exempt from all taxes and duties, including value added tax, on payments due under this contract.

The invoice for the items delivered must carry the following mention:

"VAT Exemption/European Union/Article 151 of Council Directive 2006/112/EC"

Place of delivery/performance see annex 1

see annex 1 and no later than 2 years from the Delivery/performance date/ signature of the purchase order

Payment: 30 days from receipt of the invoice

Invoices must be submitted electronically to EFSA in PDF format to: xxxxx@xxxxx

The invoice shall show the contractor's IBAN code

TOTAL : € 14,000.00

Signature

(The signature of this purchase order also constitutes the award decision)

Digitally signed by: xxxxx
Date: 2019.02.21
12:27:35 + 01'00'

Name and position, date