

“Process Brief – Phase I”

FOTEC Chemical Propulsion

Research and

Development Centre: FOTEC Research and Technology Transfer GmbH
(abbreviated to “FOTEC”)

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Possible submission

Expression of interest: **by 10:00 am on 18 May 2026 at the latest** to the contact person (by email or post)

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1. GENERAL INFORMATION ON THE SUBJECT MATTER

1.1. EU FRAMEWORK FOR STATE AID TO PROMOTE RESEARCH, DEVELOPMENT AND INNOVATION

It should be noted at the outset that the Commission Communication ‘Union Framework for State Aid to Promote Research, Development and Innovation’ plays a role in the present proceedings and that the following points are of particular significance.

1.1.1. DEFINITIONS WITHIN THE MEANING OF THE COMMISSION COMMUNICATION

The following definitions are explicitly highlighted:

- ‘*effective* collaboration’ means the division of labour between at least two independent partners with a view to exchanging knowledge or technology or achieving a common objective, whereby the partners jointly determine the subject matter of the collaborative project, contribute to its implementation and share its risks and results. One or more partners bear the entire cost of the project, thereby relieving other partners of the financial risks associated with the project. Contract research and the provision of research services are not considered forms of cooperation;
- ‘Knowledge transfer’ means any process aimed at the acquisition, capture and exchange of explicit and tacit knowledge, including skills and competences in both economic and non-economic activities such as research collaboration, consultancy services, licensing, the establishment of spin-offs, publications and the mobility of researchers and other staff involved in these activities. In addition to scientific and technological knowledge, knowledge transfer encompasses other types of knowledge, such as information on the application of standards and regulations in which they are enshrined, and on the actual conditions of use and methods of organisational innovation, as well as the management of knowledge in connection with the identification, acquisition, protection, defence and use of intangible assets;
- ‘*Research and knowledge dissemination* organisation’ or ‘research organisation’ means organisations such as universities or research institutes, technology transfer organisations, innovation intermediaries, research-oriented physical or virtual collaborative organisations, irrespective of their legal form (under public or private law) or method of funding, whose main task is to conduct independent basic research, industrial research or experimental development, or to disseminate the results of such activities through teaching, publication or knowledge transfer. Where such an organisation also carries out economic activities, it must keep separate accounts for their funding, costs and revenues. Undertakings which, for example, as shareholders or members, can exercise a decisive influence over such an organisation must not be granted preferential access to the results it produces;
- “Research infrastructure” means facilities, resources and associated services used by researchers for research in their respective fields; This definition covers equipment and instruments for research purposes, knowledge-based resources such as collections, archives or structured scientific information, information and communication technology infrastructures such as GRID networks, computers, software and communication systems, as well as other specialised facilities that are indispensable for research. Such research infrastructures may be ‘located at a single site’ or ‘distributed’ (an organised network of resources);

In all other respects, the definitions set out in the Commission Communication ‘Union Framework for State Aid for Research, Development and Innovation’ apply.

1.1.2. RESEARCH AND KNOWLEDGE DISSEMINATION ORGANISATIONS AND RESEARCH INFRASTRUCTURES AS RECIPIENTS OF STATE AID

1.1.2.1. PUBLIC FUNDING OF NON-SCIENTIFIC ACTIVITIES

The Commission generally considers the following activities to be non-economic activities:

- a) Core activities of research organisations and research infrastructures, in particular:
 - i) the training of more or better qualified human resources. In line with the Commission’s case law and decision-making practice, and as set out in the Commission Notice on the concept of State aid and in the RDI Communication, public education organised within the national education system, which is predominantly or entirely financed and supervised by the State, is considered a non-economic activity;
 - ii) independent R&D aimed at expanding knowledge and understanding, including in collaboration, where the research organisation or research infrastructure engages in effective cooperation;
 - iii) Widespread dissemination of research results on a non-exclusive and non-discriminatory basis, for example through teaching, open-access databases, publicly available publications or open-source software;
- b) knowledge transfer activities, insofar as they are carried out either by the research organisation or research infrastructure (including its departments or subdivisions) or jointly with other research organisations or research infrastructures or on their behalf, provided that the profits from these activities are reinvested in the primary (see above) activities of the research organisation or research infrastructure. The non-economic nature of these activities remains unaffected by the award of relevant services to third parties following an open tender.

1.1.3. INDIRECT STATE AID GRANTED TO UNDERTAKINGS VIA PUBLICLY FUNDED RESEARCH AND KNOWLEDGE DISSEMINATION INSTITUTIONS AND RESEARCH INFRASTRUCTURES

1.1.3.1. COOPERATION WITH UNDERTAKINGS

Effective cooperation is deemed to exist in a project where at least two independent partners pursue a common objective on the basis of a division of labour and jointly define the subject matter of the project, participate in its design, contribute to its implementation and share the associated financial, technical, scientific and other risks as well as the results achieved. One or more partners bear the entire costs of the project, thereby relieving other partners of the financial risks associated with the project. The terms of a collaborative project, in particular regarding contributions to its costs, the sharing of risks and results, the dissemination of results, access to intellectual property rights and the rules for their allocation, must be established before the start of the project. Contract research and the provision of research services are not considered forms of collaboration.

1.1.3.2. JOINT COOPERATION PROJECT

In the case of joint cooperation projects between undertakings and research organisations or research infrastructures, the Commission assumes that the participating undertakings do not receive indirect State aid via the organisation or infrastructure as a result of the favourable terms of the cooperation, provided that one of the following conditions is met:

- a) The participating undertakings bear all the costs of the project.
- b) The results of the cooperation, for which no intellectual property rights are established, may be widely disseminated, and any intellectual property rights arising from the activities of research organisations or research infrastructures are fully allocated to the respective organisations or infrastructures.
- c) Intellectual property rights resulting from the project, as well as associated access rights, are allocated to the various cooperation partners in a manner that takes due account of their work, contributions and respective interests.
- d) Research organisations or research infrastructures shall receive market-based remuneration for intellectual property rights arising from their activities which are allocated to the participating undertakings or for which access rights are granted to the participating undertakings. The absolute amount of the value of the participating undertakings' contributions – both financial and non-financial – to the costs of the activities of the research organisations or research infrastructures that have led to the respective intellectual property rights may be deducted from this remuneration.

1.1.3.3. ARM'S LENGTH

For the purposes of point 1.1.3.2(d), the Commission considers that the remuneration paid corresponds to the market price if it enables the research organisations or research infrastructures concerned to derive the full economic benefit from those rights, and if one of the following conditions is met:

- a) The amount of the remuneration was determined by means of an open, transparent and non-discriminatory competitive tendering procedure.
- b) An opinion from an independent expert confirms that the amount of the remuneration corresponds at least to the market price.
- c) The research organisation or research infrastructure, as the seller, can demonstrate that it actually negotiated the remuneration in accordance with the arm's length principle in order to achieve the maximum economic benefit at the time the contract was concluded, taking into account its statutory objectives.
- d) In cases where the cooperation agreement grants the enterprise participating in the cooperation a right of first refusal with regard to intellectual property rights generated by the research institutions or research infrastructures, the relevant institutions/infrastructures shall exercise a mutual right to solicit more economically favourable offers from third parties, so that the enterprise participating in the cooperation must adjust its offer accordingly.

If none of the conditions set out in point 1.1.3.2 are met, the total value of the contribution made by the research institutions or research infrastructures to the project shall be regarded as a benefit to the enterprises participating in the cooperation, to which the rules on state aid shall apply.

1.2. CONFIDENTIALITY

By participating in the tendering procedure, participants/tenderers are bound by confidentiality; in particular, participants must keep confidential all information about FOTEC obtained during the tendering procedure (see Annex .A).

1.3. RESEARCH AND KNOWLEDGE INSTITUTION (“FOTEC”)

The research and development organisation covered by the EU state aid scheme in this case is FOTEC Forschungs- und Technologietransfer GmbH (hereinafter ‘FOTEC’); FOTEC operates a research facility. FOTEC is wholly owned by the University of Applied Sciences Wiener Neustadt (hereinafter ‘FHWN’), which operates as a non-profit limited liability company. FOTEC is a research institution specialising in applied and experimental research, particularly in aerospace technology. It has many years of experience in the development of innovative propulsion systems and the associated testing and manufacturing infrastructure.

FOTEC’s activities include, in particular:

- Research and development in the field of chemical and electric propulsion systems for space applications
- Miniaturisation of propulsion systems for space applications
- Development, testing and qualification of propulsion systems for space applications

FOTEC has received public funding in connection with the development of ‘chemical propulsion’. The current objective is to spin off the business or bring in private investors. In accordance with the EU state aid regime, a transparent procedure is being conducted under arm’s length conditions.

FOTEC possesses extensive technical expertise in the field of ‘chemical propulsion’, which is not currently fully protected by intellectual property rights but may be wholly or partially patentable.

As part of this process, FOTEC is making available:

- existing know-how
- existing research work
- human resources
- infrastructure and facilities

at **market rates**.

1.4. NON-APPLICATION OF THE BVergG 2018

FOTEC is a research institution in the legal form of a limited liability company and is not subject to the provisions of the BVergG 2018. The present procedure therefore does **not** constitute a **procurement procedure within the meaning of the BVergG 2018**.

Rather, the procedure is conducted on the basis of private law. FOTEC is free to design and conduct the procedure and is not bound by the formal requirements of the BVergG 2018.

Notwithstanding this, the procedure is conducted in accordance with the general principles of:

- transparency
- Equal treatment
- non-discrimination

. There is no entitlement to the procedure being conducted in accordance with the provisions of the BVergG 2018.

1.5. OBJECTIVE OF THE PROCEDURE

The aim of this procedure is to select suitable partners for the financing and/or technological development of solutions in the field of ‘chemical propulsion’, including spin-offs or integration, on transparent and arm’s-length terms.

As part of this procedure, FOTEC intends to enter into agreements with one or more selected partners, in particular regarding:

- the financing of further development phases,
- technological cooperation, and
- the commercial exploitation of the results (in particular through licensing models)

.
The process therefore serves to identify a suitable partner with whom the further development of FOTEC’s existing technologies to market readiness, as well as their subsequent commercial exploitation, can be implemented.

1.6. LANGUAGE OF THE CONTRACT

The language of the procedure and the contract is **English**. All documents to be submitted as part of the procedure, in particular expressions of interest, tenders and proposals, must be drafted in English.

FOTEC reserves the right to request additional documents.

1.7. OVERVIEW OF THE PROCEDURE

This procedure is structured as a two-stage selection and negotiation process.

Phase 1 – Expression of Interest: In Phase 1, interested companies are invited to submit an expression of interest based on this tender document, including basic details regarding their technical and financial capabilities, as well as their intended role (in particular as a financing and/or development partner).

FOTEC will carry out an initial assessment based on these documents. FOTEC reserves the right to invite a selection of interested parties to participate in Phase 2.

Phase 2 – Concept phase and negotiations: Bidders invited to Phase 2 must submit a detailed concept that describes, in particular, the technical, economic and strategic implementation of the scope of work.

In this phase, the following in particular may take place:

- informative discussions,
- presentations,

- negotiations

be held.

Conclusion of the procedure: The procedure serves to select a suitable partner. FOTEC intends to conclude one or more contractual agreements with the selected partner regarding cooperation, financing and/or exploitation.

1.8. EXCLUSION FROM THE PROCEDURE

FOTEC also reserves the right to exclude interested parties or bidders from the process, in particular if:

- incorrect or misleading information is provided,
- essential requirements of this tender document are not met,
- requested documents are not submitted by the deadline,
- state aid or other legal requirements are not complied with,
- there are doubts regarding economic or technical capacity, or
- other circumstances exist which render the proper conduct of the procedure or cooperation inappropriate.

1.9. TENDER EVALUATION

FOTEC reserves the right to examine and evaluate the content, technical aspects, economic viability and legal compliance of the tenders and proposals received.

As part of the bid evaluation, FOTEC may in particular:

- request clarifications,
- request additional information or documents,
- hold presentations or negotiation meetings,
- and request adjustments or clarifications to the tenders.

The evaluation is based on the criteria set out in the tender documents. There is no entitlement to be awarded the contract.

1.10. SPECIAL PROVISIONS

European Union Regulation 833/2014, as amended by 2022/576, prohibits any participation by the Russian Federation in companies operating on behalf of contracting authorities. There is a ban on the execution of public contracts or concessions falling within the scope of the public procurement directives.

The following are considered to be persons, organisations or entities from the Russian Federation

- Russian nationals or natural or legal persons, organisations or entities established in Russia,
- legal persons, organisations or entities in which more than 50% of the shares are held, directly or indirectly, by a natural or legal person, organisation or entity referred to in the first point; or

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- natural or legal persons, organisations or entities acting on behalf of or on the instructions of any of the natural or legal persons, organisations or entities referred to in the first or second point.

This also applies to subcontractors and sub-suppliers.

1.10.1. FREEDOM OF INFORMATION ACT CLAUSE

In accordance with the Freedom of Information Act, Federal Law Gazette I No. 5/2024 (hereinafter: "IFG"), FOTEC is obliged to proactively make certain contractual details available via a public information register and to provide separate information on this upon request; this is without prejudice to any legitimate confidentiality interests under the IFG (Section 6 IFG). The participants expressly agree

- a) to the publication of the contract details classified as information of general interest within the meaning of Section 2(2) IFG (in particular the subject matter of the contract, contracting parties, contract value, and performance period) and
- b) to the transmission of information from or relating to their submission following a request for information under the IFG. This does not affect trade and business secrets or personal data which preclude publication and/or the provision of information under Section 6 of the IFG.

2. GENERAL INFORMATION ON THE PROCEDURE

FOTEC is a research institution in the legal form of a limited liability company and is subject to state aid law.

The present procedure therefore does **not** constitute a **procurement procedure within the meaning of the Public Procurement Act 2018** and is conducted on the basis of private law.

The legal and procedural basis consists exclusively of:

- the contents of these tender documents, including the annexes, and
- any additions or clarifications announced during the course of the procedure.

Any legal protection is governed by the general provisions of civil law.

2.1. TENDER DOCUMENTS PROVISION OF TENDER DOCUMENTS; COMMUNICATION; ENQUIRIES AND INFORMATION

The tender documents are published by FOTEC and are freely accessible to interested companies.

Publication takes place in particular via:

- the FOTEC website (FOTEC) at: <https://www.fotec.at/en/aerospaceengineering/> and
- the Casati law firm's website at <https://www.casati.at/#ankoe-vergabeportal>
- via the TED procurement platform
- FOTEC LinkedIn: <https://www.linkedin.com/company/fotec-forschungs-und-technologietransfer-gmbh>

The documents are available free of charge. Active registration or 'collection' of the tender documents is not a prerequisite for participation in the procedure. However, it is in the interested parties' own interest to keep themselves regularly informed of any updates or additions.

All communication during the procedure takes place:

- exclusively in electronic form and
- in English.

Enquiries must be addressed in writing to the contact point specified by FOTEC. FOTEC reserves the right to answer enquiries collectively and in anonymised form and to make these answers available to all known interested parties. The interested party bears the risk that communications sent by them or addressed to them may not arrive in good time.

2.2. CORRECTIONS AND CLARIFICATIONS

FOTEC reserves the right to:

- correct,
- supplement or
- clarify.

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Such changes will be announced via the specified publication channels (in particular the websites of FOTEC and the Casati law firm).

It is the responsibility of interested parties to keep themselves informed of the current status of the tender documents.

2.3. CORRESPONDENCE ADDRESSES

All submissions, queries, etc. must be sent to the contact person designated by FOTEC: office@casati.at. Tenders must be submitted in original form to the following address:

Casati Law Firm
Mariahilfer Straße 1b/17, 1060 Vienna

2.4. ENQUIRIES AND INFORMATION

Interested parties may submit written enquiries up to the deadline specified in the tender documents.

Responses will be provided:

- within a reasonable period of time,
- in English, and
- in anonymised form, where appropriate.

FOTEC reserves the right:

- not to respond to late enquiries,
- to leave questions not relevant to the procedure unanswered.

The interested party must ensure that their enquiries do not allow any conclusions to be drawn regarding their identity, insofar as this is necessary to safeguard fair competition.

2.5. REQUIREMENTS FOR EXPRESSIONS OF INTEREST AND PROPOSALS

By submitting the expression of interest, the interested party or tenderer declares that they:

- has taken full note of the contents of these tender documents and
- accepts the conditions contained therein.

2.6. DECLARATION OF INTEREST AND CONFIDENTIALITY (ANNEX ./A) – PHASE 1

The expression of interest must include at least the following:

- a legally binding signed Declaration of Interest and Confidentiality (Annex ./A),
- details of the interested party's identity and structure,
- a description of the technical and financial capacity,
- a description of the intended role (financing and/or development partner),
- a brief description of the interest in the subject matter of the contract.

FOTEC reserves the right to request additional documentation in the event of incomplete submissions or to exclude interested parties from the process in the event of significant deficiencies.

2.7. DEVELOPMENT AND FINANCING CONCEPT – PHASE 2

Bidders invited to participate in Phase 2 must submit a concept that includes, in particular, the following:

- technical development strategy,
- financing structure and investment model,
- use of FOTEC's resources,
- description of the collaboration with FOTEC,
- IP and exploitation strategy,
- Implementation timetable.

FOTEC reserves the right to request additional documentation or clarifications.

2.8. FORMAT AND SUBMISSION

Expressions of interest and proposals must be submitted:

- exclusively in electronic form and
- in English.

The documents must be submitted by the deadline to the contact point specified by FOTEC.

The interested party or tenderer bears the risk of timely and complete submission. Documents not received by the deadline may be excluded from the procedure.

FOTEC reserves the right to specify further technical requirements for submission (e.g. file formats, transmission methods).

2.9. PROVISION OF INFORMATION; DATA ROOM; QUESTIONS AND ANSWERS

FOTEC may make information available to interested parties or bidders, in particular via an electronic data room.

Access to further information may be restricted, particularly in Phase 2.

The information provided as part of the procedure is confidential and must be used exclusively for the purposes of participating in the procedure.

Interested parties and bidders have the opportunity to submit written enquiries within the specified deadlines.

FOTEC reserves the right to:

- answer enquiries collectively and anonymously,
- make responses available to all participants,
- and to leave enquiries unanswered if they are not relevant to the procedure.

There is no entitlement to a response to questions.

2.10. OPENING AND EXAMINATION OF DOCUMENTS

The documents received will be examined internally by FOTEC. There are no plans for a public opening or for interested parties to participate in the examination.

FOTEC reserves the right, in the course of the examination:

- seek clarifications,
- request additional information,
- to hold presentations or negotiations.

There is no entitlement to be considered in the subsequent procedure.

2.11. JURY

2.11.1. COMPOSITION

FOTEC will establish an evaluation panel to assess the expressions of interest, concepts and other documents submitted.

FOTEC determines the composition of the evaluation panel and reserves the right to make changes. It is entitled to call upon additional experts without voting rights.

The evaluation panel shall assist FOTEC in the examination and evaluation of the documents. The final decision on the selection of a partner shall be taken exclusively by FOTEC.

The meetings are not open to the public. There is no right to inspect internal evaluation documents, unless mandatory legal provisions preclude this.

All members of the evaluation panel and any persons consulted are bound by confidentiality. The jury is composed of the jury members designated herein. The jury members are the following persons (titles omitted):

- DI (FH) Helmut Loibl, MSc (Managing Director)
- Dr Bernhard Seifert, BSc (Head of Department)
- Mag. (FH) Axel Schneeberger (Managing Director, University of Applied Sciences Wiener Neustadt)
- Dr Andreas Geisler (Aeronautics and Space Agency of The Austrian Research Promotion Agency FFG)
- Mag. Alexander Auer (Office of the Lower Austrian Provincial Government)

2.11.2. EVALUATION METHODOLOGY

The submitted documents will be assessed in accordance with the criteria set out in the tender documents. FOTEC is entitled to include presentations, hearings, explanatory meetings or negotiations in the assessment.

2.11.3. ROLES OF THE JURY

The evaluation panel has the following tasks in particular:

- Review and evaluation of the concepts in Phase 2

2.12. CONFIDENTIALITY

The interested party or tenderer undertakes to keep confidential all information disclosed to them in connection with the procedure, both during and after the conclusion of the procedure (see Annex ./A). In all other respects, the confidentiality agreement to be concluded separately shall apply (see Annex ./A).

2.13. SPECIAL OBLIGATIONS OF INTERESTED PARTIES AND BIDDERS; DUTY TO PROVIDE INFORMATION; ACCURACY OF DETAILS

Bidders must submit or prepare complete tenders. In doing so, they must observe the standard of care expected of a prudent businessman (Section 347 of the Austrian Commercial Code (UGB)).

Bidders must clarify any ambiguities, in particular all circumstances relevant to the calculation, by submitting appropriate queries (requests for information). In this regard, bidders are obliged to clarify any ambiguities by submitting appropriate queries. The bidder is obliged to check the tender documents provided to them in all respects for accuracy and completeness, both with regard to the service description and the quantities and other documents. If the tenderer identifies any defects or errors in the process, or if the tenderer has any other concerns regarding the tender conditions, they are obliged to bring these to the attention of FOTEC in writing, in order to facilitate clarification, where possible, through a tenderer's enquiry, or to give FOTEC the opportunity to correct the tender documents where necessary.

The tender documents provided contain confidential information. Furthermore, these documents are protected by copyright. Tenderers must maintain the confidentiality of the documents and respect the copyright of FOTEC or the tender administrator/contact person. In particular, they are prohibited from passing on copies of these documents – even in part – to third parties who do not intend to participate in this procurement procedure either as bidders or as subcontractors. If you have forwarded documents to potential bidders or subcontractors, you must demonstrably inform the third parties of the required compliance with the rights of FOTEC or the contracting authority and impose the same obligations on them.

Furthermore, bidders must immediately notify the contact point of any tender documents or general tender conditions with which they are dissatisfied. Where possible and reasonable, they must assist FOTEC or the contracting authority in ensuring that the tender process and contract administration comply with the law.

If a tenderer culpably breaches any of these duties to warn or assist and subsequently invokes such breaches in later proceedings, they shall bear the costs incurred by FOTEC or the contracting authority as a result of the delayed complaint.

By submitting their tender, the tenderer undertakes to inform FOTEC

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1. to notify FOTEC immediately of any ambiguities or errors which, in their opinion, affect the tender documents or FOTEC's specifications, and
2. upon request, to provide without delay any additional information necessary for the assessment of their tender.

FOTEC is entitled to verify all information provided by the tenderer or to have it verified by a third party commissioned by FOTEC. To this end, the tenderer must, upon request by FOTEC, submit verifiable documentation and substantiate their information.

Should it be established that the bidder has provided incorrect or insufficient information, FOTEC shall exclude the bidder from the remainder of the tendering procedure.

The bidders declare that they will not participate in any collusive arrangements that are unlawful or contrary to FOTEC's interests. They shall be liable to FOTEC for any damage caused by such unlawful collusive arrangements and must surrender to FOTEC any advantage gained as a result of such arrangements.

2.14. COMPLETENESS

Prospective bidders and bidders are responsible for the completeness of their information, declarations and documents.

In particular, they must ensure that:

- all required information and evidence are included,
- all circumstances relevant to the evaluation are disclosed,
- all economic, technical and organisational assumptions are presented in a comprehensible manner.

FOTEC is under no obligation to provide missing information or to investigate on its own initiative whether there are any further circumstances that would be favourable to the prospective buyer or bidder.

2.15. DATA PROCESSING FOR BIDDERS

All data relating to the project is processed by FOTEC using automated systems.

The bidder consents to the reproduction and processing of the bids submitted by them to the extent necessary for the examination and evaluation of the bid.

The rights of use to the documents of the lowest bidder/best bidder shall pass to FOTEC upon award of the contract.

The contracting parties are expressly aware of the need to comply with the GDPR and the DSG 2018 and undertake to take all necessary measures to ensure compliance both internally and externally. This applies in particular to any transfer of data to third parties, and relevant obligations shall be demonstrably (in writing!) imposed on them. The Contractor undertakes to obtain FOTEC's verifiable written consent prior to any such transfer of data falling under the GDPR and shall fully indemnify and hold FOTEC harmless against any civil claims and breaches of the GDPR or the DSG 2018.

2.16. BINDING PERIOD/AWARD PERIOD FOR THE TENDER

The binding period and award period for the tender is **five months** from the date of submission of the tender. The tenderer is bound by their tender until the expiry of this **five-month period**.

2.17. EXCLUSION OF REIMBURSEMENT OF COSTS FOR PREPARING TENDERS – LIMITED LIABILITY FOR DAMAGES

Tenderers shall submit tenders exclusively in their own interest. The costs of preparing the tenders shall not be reimbursed to the tenderers. All costs associated with the submission of tenders shall be borne by the tenderers themselves. This shall also apply in the event of a justified cancellation of the present procurement procedure. The mere acceptance of the tender shall not give rise to any obligations whatsoever on the part of FOTEC.

To the extent permitted by law, the liability of FOTEC, its employees and agents arising from and in connection with the present procurement procedure or with the call-offs under the framework agreement is limited to compensation for damages caused by wilful misconduct or gross negligence. Liability for damages caused by gross negligence is hereby limited to EUR 100,000.00. This limitation of liability also applies in favour of the officers, employees and agents of FOTEC. This limitation of liability does not apply to personal injury.

3. SUITABILITY

The suitability criteria set out below must be met by interested parties or tenderers. FOTEC reserves the right to assess suitability on the basis of the documents submitted and any supplementary information.

Where an interested party or tenderer relies on third parties (in particular affiliated companies, subcontractors or other partners) to meet the eligibility criteria, the relevant evidence must also be submitted for these parties.

Responsibility for the overall performance remains in all cases with the interested party or tenderer.

3.1. GENERAL

The eligibility criteria are minimum criteria and must therefore be met for participation in the procedure at the latest by the deadline for submission of the declaration of interest and confidentiality.

Copies of all supporting documents must be provided in English. Where they are not written in English, certified English translations must also be provided in copy form. FOTEC reserves the right to request the submission of original supporting documents where necessary.

Unless otherwise specified in the following provisions, all required supporting documents must be 'current', i.e. they must not be more than 6 months old. FOTEC reserves the right to request further evidence from the tenderer regarding the continued fulfilment of eligibility requirements during the course of the procurement procedure, if necessary.

3.2. MINIMUM CRITERIA

All tenderers – in some cases together with their subcontractors – must meet the eligibility criteria set out below, failing which they will not be considered or will be excluded (independent contractors are treated as subcontractors and must provide the relevant supporting documents / meet the eligibility criteria). Proof of reliability and the authorisation required to perform the relevant part of the contract must also be provided for subcontractors. Companies affiliated with a tenderer that are to perform parts of the contract must be named as subcontractors or members of a joint tender and the relevant evidence must be provided.

- All tenderers, members of a tender consortium and subcontractors must have **legal capacity** (see the section on 'Legal capacity');
- The bidder's past business operations or management must not give rise to any concerns regarding the **professional reliability** of the bidder, the members of the bidding consortium and the subcontractors specified. In this regard, the tenderer and the members of a tender consortium must not, in the course of their professional activities, have committed any serious misconduct, in particular in breach of provisions of labour, social and environmental law, or culpable serious misconduct that has led to significant damage to a client's cultural heritage or works of art (see section 'Reliability');
- All bidders must demonstrate their **economic or technical capacity** in accordance with their expression of interest (see section 'Capacity') – in doing so, care must be taken to ensure that, depending on the circumstances,
 - a) financial capacity, proof of financial resources must be provided;

- b) for technical capability, technical know-how must be demonstrated;
- c) for economic and technical capacity, both financial resources and technical know-how must be demonstrated.

3.2.1. LEGAL CAPACITY

Natural or legal persons, as well as partnerships with legal capacity, which are entitled to engage in commercial transactions and enter into legally binding obligations, are deemed to have legal capacity.

In the case of bidding consortia, the legal capacity of all members must be demonstrated. FOTEC may require the appointment of a person authorised to act on behalf of the consortium or an authorised representative who legally represents the bidding consortium.

FOTEC reserves the right to request suitable evidence of legal capacity, in particular:

- extracts from the commercial register or comparable registers,
- articles of association or statutes,
- powers of attorney or proof of representation.

Failure to demonstrate the required legal capacity may result in exclusion from the procedure.

3.2.2. RELIABILITY

The interested party or tenderer, as well as any subcontractors involved, must be trustworthy.

In particular, there must be no circumstances that give rise to doubts as to professional integrity or reliability, such as:

- serious professional misconduct,
- breaches of labour, social or environmental legislation,
- unlawful anti-competitive agreements,
- significant breaches of contractual obligations in previous projects.

FOTEC reserves the right to request relevant self-declarations and supplementary evidence.

3.2.3. FINANCIAL CAPACITY

Depending on their interest and proposal, the prospective participant or tenderer must demonstrate that they possess sufficient economic and financial capacity to:

- ensure the financing of the development phases and/or
- guarantee the implementation of the proposed concept.

Evidence may be provided in particular by:

- a description of the financing structure,
- evidence of available financial resources or financing commitments,
- proof of creditworthiness or ratings,
- a presentation of key financial indicators (e.g. turnover, equity, liquidity),

- commitments to provide funding from investors or partners.

FOTEC reserves the right to request additional evidence and to conduct an in-depth review of the economic viability of the proposed model.

3.2.4. TECHNICAL CAPABILITY

Depending on their specific circumstances, the interested party or bidder must demonstrate that they possess the necessary technical and professional capability to implement the project.

This includes, in particular:

3.2.4.1. TECHNICAL EXPERTISE

Demonstration of existing technical and specialist expertise, in particular:

- Experience and know-how in relevant technological fields,
- Ability to further develop existing technologies to market readiness,
- Innovation and implementation expertise,
- Access to the necessary technologies, methods or development resources.

Formal evidence in the form of reference projects is not strictly required; suitability may also be demonstrated by other appropriate documentation and evidence.

3.2.4.2. ORGANISATION AND RESOURCES

Where applicable: description of organisational and human resources, in particular:

- the proposed project organisation and governance structure,
- availability of qualified staff or access to relevant expertise,
- involvement of partners, subcontractors or other third parties.

FOTEC reserves the right to assess technical and professional competence on the basis of the documents submitted, as well as any presentations or discussions.

If there are doubts regarding feasibility or capability, the interested party or tenderer may be excluded from the further procedure.

3.3. EVIDENCE TO BE SUBMITTED

To facilitate the process, it is sufficient for interested parties or bidders to submit a **self-declaration** as part of their expression of interest or tender, confirming that they meet all the required eligibility criteria.

This self-declaration must in particular contain:

- confirmation of compliance with all eligibility criteria (general declaration),
- the accuracy and completeness of the information provided,
- and a commitment to provide relevant supporting documents upon request.

The submission of specific evidence is generally not required at the time of submission.

However, FOTEC expressly reserves the right

- at any stage of the procedure, in particular during the eligibility check or prior to a selection decision,
- to require individual or all interested parties or tenderers

to provide suitable evidence. In this case, the requested evidence must be submitted within a period specified by FOTEC, usually within **3 working days**.

The following documents, in particular, may be requested:

- company and register extracts,
- evidence of financial standing,
- evidence of technical and professional capability,
- as well as other documents suitable for assessing suitability.

FOTEC is entitled to

- verify the information and evidence submitted,
- and to request additional information or clarifications.

Should the requested evidence not be submitted within the specified time limit, or should it transpire that the self-declaration is inaccurate or incomplete, FOTEC reserves the right to exclude the prospective bidder or tenderer in question from the remainder of the procedure. There is no entitlement to submit evidence at a later date.

3.3.1. LEGAL CAPACITY

To prove legal capacity, FOTEC may in particular request the following documents:

- current extracts from registers (e.g. commercial register, trade register or comparable registers),
- articles of association or statutes,
- where applicable, organisational charts for group structures.

If a prospective buyer or bidder relies on affiliated companies, FOTEC may require that:

- the corporate interrelationships be outlined, and
- the actual availability of the resources is demonstrated (e.g. by means of corresponding declarations of commitment).

3.3.2. RELIABILITY

To demonstrate reliability, FOTEC may in particular require the following documents:

- extracts from relevant registers (e.g. criminal records or comparable evidence),
- Certificates of good standing from public authorities (e.g. tax authorities, social security),
- self-declarations regarding the absence of grounds for exclusion.

3.3.3. ECONOMIC AND FINANCIAL CAPACITY

To prove economic and financial capacity, FOTEC may, in particular, request the following documents:

- Proof of creditworthiness or ratings,
- Annual accounts or comparable financial indicators,
- Evidence of available funding or funding commitments,
- where applicable, proof of insurance or corresponding commitments.

Where a prospective participant or tenderer relies on third parties, proof must be provided that the relevant financial resources are actually available.

3.3.4. TECHNICAL AND PROFESSIONAL COMPETENCE

To demonstrate technical and professional capability, FOTEC may, in particular, require the following documents:

- Descriptions of technical expertise and resources,
- Details of key personnel and their qualifications,
- descriptions of the organisational structure and project management,
- other relevant documentation to assess the ability to deliver the project.

Formal proof in the form of reference projects is not strictly required.

FOTEC is entitled to

- examine the evidence submitted,
- request additional information,
- and to conduct interviews or presentations for clarification.

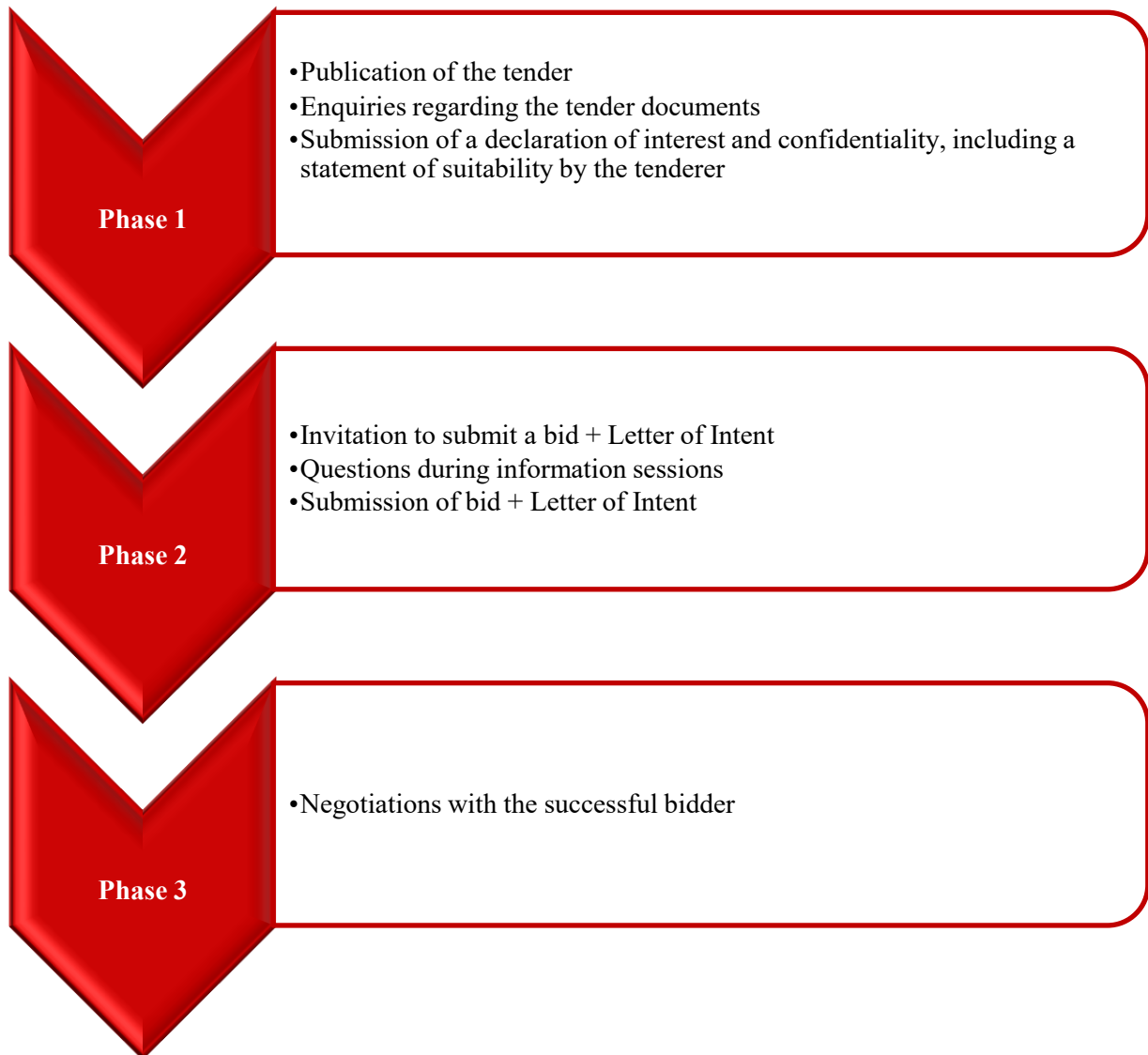
If the requested evidence is not submitted by the deadline or if the information provided proves to be incorrect or incomplete, FOTEC reserves the right to exclude the prospective bidder or tenderer in question from the remainder of the procedure.

4. PROCEDURE

Unless expressly stated otherwise below, the provisions applicable to the submission of participation documents, as set out in the responses to the relevant questions, shall apply.

FOTEC is entitled, upon inviting the submission of the initial tender or the Last and Best Offer, to adapt the tender submission forms attached to this procedural notice to current requirements and findings.

The schedule for the negotiated procedure is as follows:



5. APPENDICES

Appendix ./A Declaration of Interest and Confidentiality

Appendix ./B Teaser

6. DEADLINES

6.1. PHASE I

Publication:	15 April 2026
Questions regarding Phase I:	4 May 2026, 12:00 am
Answers to Phase I:	11 May 2026, 11.59 pm
Submission of declaration of interest and confidentiality:	18 May 2026, 10.00 am

6.2. PHASE II

Invitation to participate in Phase 2:	1 June 2026
Deadline for submission of Phase 2 proposals:	15 June 2026, 10.00 am
Conduct of negotiations:	23 June 2026