



Garching, 1 April 2009  
Doc. ref. 9667/LET/CP/YWE-JVR

Subject: Call for Tenders ref. CFT/ESO/09/27821/YWE for the  
Procurement of the EVALSO<sup>1</sup> optical infrastructure

Dear Sirs,

ESO invites you to submit a Tender for the “procurement of the EVALSO optical infrastructure”, as specified in the attached documents which form an integral part of this Call for Tenders.

- Special Conditions Governing the Call for Tenders (Annex 1);
- Tender Form (Annex 2);
- Contractual Conditions (Annex 3);
- General Conditions Governing Invitations to Tender and Tenders, Munich, May 2007 (Annex 4);
- General Conditions of ESO Contracts, Munich, May 2007 (Annex 5);
- Technical Specification for the procurement of the EVALSO optical infrastructure and applicable documents (Annex 6);
- Acknowledgement of Receipt (Annex 7);
- Bidder's Query Form (Annex 8);
- Sample of Advance Payment Bank Guarantee and Bank Guarantee for Warranty Obligations (Annex 9).

**This Call for Tenders is divided in several work packages. Bidders who may not be able or may not wish to submit a tender covering the full scope of work are nonetheless strongly encouraged to tender for the part of the Work which falls within their area of competency and/or interest, as ESO may award separate contracts covering each a subset of the entire scope of work.**

Where fiber optic communications infrastructure already exists, ESO intends to contract for an Indefeasible Right to Use (IRU) the required capacity over duration of either 10 or 15 years. Where such infrastructure does not exist and new optical fiber needs to be installed, ESO's preference remains to also contract for the required capacity via an IRU capacity agreement, however ESO may also consider to procure and own the optical fiber if it is economically advantageous.

The Special Conditions Governing the Call for Tenders provide all relevant administrative guidelines for the preparation of your Tender, including the rules of communications during this procurement process. A strict adherence to these rules will guarantee a fair and efficient process and is thus beneficial to all parties. In particular, we wish to underline that all communications related to this Call for Tenders shall be addressed to:



European Organisation  
for Astronomical  
Research in the  
Southern Hemisphere

Organisation Européenne  
pour des Recherches  
Astronomiques  
dans l'Hémisphère Austral

Europäische Organisation  
für astronomische  
Forschung in der  
südlichen Hemisphäre

European Organisation for Astronomical Research in the Southern Hemisphere (ESO)  
Contracts and Procurement  
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D-85748 Garching, Germany  
Telefax + 49.89.3200.6456  
e-mail: [ywesse@eso.org](mailto:ywesse@eso.org) with copy to [jvraux@eso.org](mailto:jvraux@eso.org).

The closing date for the dispatch of your Tender is **15 May 2009**.

We draw your attention to the Attachment to this letter, which spells out the obligations of Bidders regarding Confidentiality and Intellectual Property matters in relation to this Call for Tenders.

Finally, we wish to confirm that the Bidder shall bear all costs associated with the preparation and submission of his Tender, regardless of the outcome of the Tender process.

We remain at your disposal for further information which you may consider necessary.

Yours sincerely,

Yves Wesse  
Head of Contracts and Procurement

<sup>1</sup>. The **EV ALSO (Enabling Virtual Access to Latin-American Southern Observatories)** project aims to create a communication infrastructure (and the tools to exploit it) to efficiently connect the ESO and the OCA (Observatorio Cerro Armazones) Observatories to Europe. This shall be achieved by adding a new optical fiber communication link between the observatories and the main Chilean fiber highway linking Antofagasta to Santiago. The further distribution of data from Santiago shall be achieved by using the Transatlantic link connecting Latin America to Europe.

More detailed background information about EV ALSO is provided in: <http://www.evalso.eu>



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Attachment to letter ref. 9667/LET/CP/YWE-JVR

## **CONFIDENTIALITY UNDERTAKING**

Bidders having received the present Call for Tenders documents undertake to use the drawings and/or other engineering particulars passed on to them by ESO, and/or any of the information embodied therein, solely for the purpose for which they were released to them and to make no other use thereof; they moreover undertake to treat such drawings, particulars and information in strictest confidence and to limit the disclosure of such drawings and/or particulars or copies thereof, and of the information embodied therein, even within their company to such staff members who are committed by law and/or by the provisions of their employment contract to observe secrecy with regard to business matters. They shall, therefore, refrain from passing on the drawings and/or particulars received from ESO or copies thereof or any information embodied therein, to any third party by communication or publication or otherwise.

They recognize that the receipt of these drawings, particulars and/or information from ESO does not constitute a prior use by them in terms of the patent law, and they, therefore, shall not make their receipt a reason for claiming a prior use right to any patent applications which may be filed later by ESO, or by the inventor with ESO's consent.

The above confidentiality undertaking shall not extend to details, know-how or experience, however, when and as far as these constitute known prior art accessible to the public, or have already been in the possession of the Bidder before receipt from ESO, or as far as such drawings, particulars and/or information are lawfully acquired by the Bidder from third parties.

## **INTELLECTUAL PROPERTY – RIGHTS OF ESO**

Any document submitted in reply to this Call for Tenders shall become the property of ESO. ESO will use information marked as “commercially confidential” or “proprietary” solely for the purpose of the evaluation of the Tenders and the selection of the Contractor. In the case of a successful Tender, documentation and information incorporated in the subsequent Contract will be governed by Chapter VI - Intellectual Property and Patent Rights - of the "General Conditions of ESO Contracts, Munich, May 2007".

ESO reserves the right to disregard Tenders which purport to restrict the use of documents or information beyond these provisions.