

C I R C U L A R N O. 1478
T H E P A N A M A C A N A L.
Office of the General Purchasing Officer
Washington, D.C., April 10, 1922

Invitation for proposals FOR THE PURCHASE OF MOGUL TYPE LOCOMOTIVES
OFFERED FOR SALE BY THE PANAMA CANAL, WHICH ARE NO LONGER NEEDED.

Sealed proposals, in triplicate, will be received at the office of the General Purchasing Officer of The Panama Canal, Washington, D. C., not later than 10:30 o'clock a.m., on the 10th day of May, 1922, at which time they will be opened in public, for the purchase of the locomotives hereinafter specified.

Bids must be inclosed in sealed envelopes marked "Proposals for the purchase of locomotives under Circular No. 1478, to be opened on the 10th day of May, 1922", and no bids received after the hour of the date specified, or telegraphic bid, will be considered: PROVIDED, That, if no award shall have been made, bids received by mail after the hour specified may be considered if the postmarks upon the envelopes containing such bids show that they were mailed in sufficient time, in due course, of carriage, to insure their delivery in the Washington Office of The Panama Canal not later than the hour of the day of opening.

Bids for the purchase of these locomotives will also be opened on the Isthmus at the same hour and date as mentioned in this Circular, and envelopes containing such proposals should be marked as above indicated and addressed to the Chief Quartermaster, The Panama Canal, Balboa Heights, Canal Zone.

Each bid must be accompanied by a certified check, or cashier's check, on a bank or trust company in the United States or in Panama, satisfactory to The Panama Canal and made payable to the Disbursing Clerk, The Panama Canal, for bids submitted in the United States, and to the Collector, The Panama Canal, for bids submitted on the Isthmus, in an amount equal to twenty (20) per cent of the amount bid. Such checks may be held, deposited, or collected by the Disbursing Clerk or by the Collector, as may be directed by the proper Panama Canal authority. The same or their proceeds will be returned to the unsuccessful bidders upon rejection of their bids; and to the successful bidder upon payment in full for the material, provided, however, that, subject to the approval of The Panama Canal, part or all of the amount of the guaranty may be applied as part of the final payment for the material.

Should the successful bidder fail to enter into contract and furnish bond, as hereinafter specified, within 30 days after receipt of notice of acceptance of his bid and award of contract by The Panama Canal, or fail to make payment for and accept delivery of the material, as hereinafter specified, the deposit submitted with bid, or the proceeds thereof, shall be forfeited in an amount equal to twenty (20) per cent of the accepted bid as fixed and agreed liquidated damages for such failure.

If in any case The Panama Canal should waive the execution of a formal contract, but place formal sale order, then the deposit submitted with bid, or the proceeds thereof, in an amount not less than 20 per cent of the accepted bid, shall stand as security for the performance of the bidder's proposal in the manner and subject to the conditions set forth in this Circular.

Bids shall remain open for thirty (30) days from the date of opening and award will be made within that time. In case the bidder specifically limits the time of award to a period less than thirty (30) days, The Panama Canal reserves the right to make awards on such bids within such limited time. Bids may also, by mutual consent between the bidder and The Panama Canal, remain open beyond the period specified in the proposal.

PROPOSAL

(Place)

To The Panama Canal,
Washington, D. C.

(Date)

Dear Sirs:

.....(insert I or we) hereby propose to purchase, accept delivery of, receive, and remove, at(insert my or our) own expense and risk, the locomotives listed below, in accordance with and subject to all the conditions and requirements of your Circular invitation No. 1478, which are accepted and made a part of this proposal, and to pay therefor the amount bid as set forth below:

SCHEDULE

<u>Item</u>	<u>Quan.</u>	<u>Articles</u>	<u>Unit</u>	<u>Total</u>
1	10	201-class locomotives, Nos. 207, 215, 226, 237, 252, 261, 281, 287, 293, and 300, delivered as follows:		
		(a) In their present condition, prepared for shipment, and delivered f.a.s. vessel, Cristobal or Balboa; time for removal of locomotives from Isthmus to be stated below (appraised value, \$4500.00 each)	each
		(b) In their present condition, prepared for shipment, and delivered f.o.b. lighters, New York Harbor	each

BID (a) - Will commence removal of locomotives within ____ days and will complete removal within ____ days after receipt of notice of award.

SPECIFICATIONS

Manufactured by American Locomotive Co.; original cost \$11,307 each. Mogul type, class 2-6-0; 5-foot gauge; cylinders, 19" x 24"; diameter driving wheels, 54 inches; weight on drivers, 108,500 pounds; total weight of engine, 125,500 pounds; total weight of engine and tender, 222,500 pounds; tractive power, 23,980 pounds at 10 miles per hour; hauling capacity, 3,317 tons on level; Stephenson link valve gear with Richardson balanced slide valve; driving wheel base, 13 feet 4 inches; total engine wheel base, 21 feet 3 inches; driving journals, 8" x 11"; maximum height, 14 feet 3 inches; maximum width, 9 feet 8 inches; 8-wheel tender; coal capacity, 6 tons; water capacity, 4,000 gallons; journals, 4-1/2" x 8"; steel underframe; sloping end tank; M.C.B. tower pocket couplers; train length, engine and tender, 62 feet 2 inches; no pilots; fuel, bituminous coal; engine is equipped with automatic air brakes, steel cab, steel-tired truck wheels; Leach pneumatic sander for forward and reverse, and other usual accessories; engine has double air-pipe line with 4-way engineer's valve and standard hose connections for use with air dump cars; steam dome tapped with 3-inch pipe for use with Lidgerwood unloaders. Boilers: Working pressure, 180 pounds; heating surface, 1,560 square feet; length, 24 feet 10-5/16 inches; diameter, 5 feet 2 inches; number of tubes, 236; length of tubes, 11 feet 8 inches; diameter of tubes, 2 inches.

The boilers of these locomotives comply with Interstate Commerce Commission requirements in so far as design, appliances, and fittings are concerned, but will require minor repairs in order to meet requirements as to working conditions,

It is understood these locomotives are in good operating condition. However, the Government does not warrant their condition and the contractor will be required to assume the risk as to their condition. Bidders are expected to visit the Isthmus and familiarize themselves with the condition of the locomotives.

GENERAL CONDITIONS

1. The articles offered for sale are locomotives, described above, heretofore purchased for the construction of The Panama Canal and which are no longer needed.

2. The locomotives will be sold as stated under the deliveries indicated. The Panama Canal prefers to make delivery of the material on the Isthmus, but bids may be submitted for the material delivered f.o.b. lighters, New York Harbor. In case award is made for delivery in New York, the material will be shipped by The Panama Canal on the steamers of the Panama Railroad Steamship Line.

3. This proposition contemplates bidders making their own steamship arrangements for taking delivery at Isthmian ports, as The Panama Canal has no transportation available to other places, except that, as above indicated, it might consider alternative bids for delivery f.o.b. lighters, New York Harbor. Any bidders, however, who desire to bid for the material with the idea of making their own arrangements for delivery at New York, are advised to communicate with the Panama Railroad Steamship Line, 24 State Street, New York City, which Company may be in position to transport material of this nature from time to time.

4. It is understood that the ocean freight rates from Cristobal, Canal Zone (the Atlantic port), as quoted by the Panama Railroad Steamship Line, on locomotives to New York City, are as follows:

Pieces and packages not exceeding 4,000 lbs. each,	\$.48 per 100 lbs.
Exceeding 4,000 lbs. but not over 8,000 lbs. each,	.55 per 100 lbs.
Exceeding 8,000 lbs. but not over 12,000 lbs. each,	.70 per 100 lbs.
Exceeding 12,000 lbs. but not over 20,000 lbs. each,	.94 per 100 lbs.
Exceeding 20,000 lbs. but not over 30,000 lbs. each,	1.15 per 100 lbs.
Exceeding 30,000 lbs. but not over 40,000 lbs. each,	1.35 per 100 lbs.

However, the exact ocean freight rates may be obtained from the Panama Railroad Steamship Line, 24 State Street, New York City, or the United Fruit Line, New York City or New Orleans, La.

5. In case of bid being accepted for the locomotives f.o.b. lighters, New York Harbor, or if any repairs are desired made at the Isthmus, The Panama Canal could not guarantee delivery within a certain time, as the work would necessarily depend upon the amount of rush Government work which would have to take precedence. The work, ~~would, however,~~ undoubtedly be handled within a reasonable time. The Panama Canal would not, however, become liable for any delays in delivery.

6. Bids will be considered on all or any number of the locomotives. Under the provisions of this Circular The Panama Canal reserves the right to accept any bid in part, but bidders may, if they see fit, indicate alternative unit prices based on their receiving a certain minimum number, and alternative prices may be submitted based on receiving a certain number of the locomotives. For example: The bidder may submit a price based on receiving 5, 8 or all. If the bidder, without any comment, however, quotes a unit price on these locomotives, The Panama Canal may award the entire number of locomotives or any portion thereof to the bidder. Alternative bids may be considered on any counter proposition that bidders may care to make. The Panama Canal, however, reserves the right to make awards as will be to the best interests of the Government, all things being considered.

7. Bidders should state, in case award is made for delivery on the Isthmus, the number of days after receipt of notice of award within which they will complete the removal of the locomotives. In case the material is delivered to contractor at lighters, New York harbor, the contractor shall accept and receive the material immediately upon delivery to him by The Panama Canal.

8. If the bid for delivery f.o.b. lighters, New York harbor, is accepted, the contractor shall furnish said lighters at his own expense, and pay the towing charges of said lighters, and the charges for unloading said material from the lighters and placing it on cars on such dock in New York Harbor as he may select.

9. The contractor shall accept delivery of the material and remove it promptly after delivery by The Panama Canal at the point designated. If he should fail to remove the material within the number of days from date of receipt of notice of award stated in bid. (see paragraph 7). The Panama Canal shall have the right, in

11. Payment in full shall be made by certified check or cashier's check on a bank or trust company in the United States or in Panama, satisfactory to The Panama Canal, payable to the order of the disbursing clerk, The Panama Canal, for bids submitted in the United States, and to the collector, The Panama Canal, for bids submitted on the Isthmus; and in cases where award is made for delivery at New York, payment shall be made to the Assistant Purchasing Agent at New York within 24 hours after notice of arrival of material at that point. If award is made for delivery alongside vessel at the Isthmus, such checks shall be delivered to this office or to the Chief Quartermaster, The Panama Canal, Balboa Heights, Canal Zone, within a reasonable time before the expected arrival of vessel to take delivery: Provided, however, that on sales of \$5,000 or over, clean, irrevocable domestic letters of credit, Satisfactory to The Panama Canal, on banks which are members of the Federal Reserve System, against which 90-day drafts may be drawn for an amount equal to the purchase price less one-half of the amount of deposit made with the bid, will be accepted as payment, if such letters of credit are tendered in proper form within 7 days after notice of award, it being understood that such drafts will be drawn as soon as practicable after acceptable letters of credit are received as above provided; provided, further, that satisfactory bankers' acceptances payable within 90 days after date of award will also be received in lieu of letters of credit, if so desired. It is understood, however, that if for any reason the drafts drawn are not paid when presented, the purchaser shall remain liable for the purchase price of the material the same as if the letters of credit or bankers' acceptances had not been accepted as payment.

12. It is understood that the one-half of the deposit with bid not applied on the purchase price as above will be retained until delivery of the material has been made, when such part of the amount thus retained as is not necessary to apply on the purchase price will be returned to the contractor. If on final delivery it should be ascertained that an additional sum is due by the contractor, he will be required to immediately pay such amount in cash or by certified check. The title to the material shall not pass to the purchaser until the terms of payment have been complied with.

13. The Panama Canal will pay all duty on dutiable materials brought into the United States. The title to all dutiable material brought into the United States shall remain in the United States until the duty is paid thereon. This provision, however, shall not relieve the contractor from the transportation risks and payment shall be made as though the title had passed at the time of delivery.

14. Neither the contract nor any interest therein shall be assigned by the contractor.

15. No member of or delegate to Congress, or any person employed in the service of the United States, is or shall be admitted to any share or interest in the contract or to any benefits which may arise therefrom, except as a member of a corporation.

16. If any award should be made to the undersigned, the undersigned will, if required by The Panama Canal, within 30 days of acceptance of bid, enter into a contract in conformity with the terms and requirements of the aforesaid invitation and this proposal, accompanied by a bond in the penal sum of not less than 50 per cent of the amount of the award, with approved security, for the faithful performance of such contract.

(Signature)*.....

(Street and number)

(Post Office)

(State and County)

BOND FOR FULFILLMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That,

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as principal, and.

as surety, are held and firmly bound unto the UNITED STATES OF AMERICA in the
penal sum of.
(as a rule the penalty of the bond will be fixed at fifty (50) per
.dollars (\$.....), for which payment
centum of the award)

well and truly to be made, we find ourselves and our successors, jointly and
severally, firmly by these presents.

Given under our hands and seals this.day of.

nineteen hundred.

CONDITIONS.

The conditions of the above obligations are such that if the said above-
bounder.

or successors, shall well and truly, and in a satisfactory manner, fulfill the
contract hereto annexed, and make payment for the articles mentioned within the
time specified, and to the satisfaction of The Panama Canal, this obligation
shall be void, otherwise, shall remain in full force and virtue.

It is further agreed that all awards or decisions made by any officer of
The Panama Canal as provided in the said contract shall have the same effect
against the surety as against the principal; and that any failure upon the part
of The Panama Canal to comply with the terms of said contract shall not dis-
charge the surety except to the extent that the principal is thereby released
from its obligation.

GENERAL INSTRUCTIONS TO BIDDERS.

1. Correspondence relating to this invitation should refer to its Circular number.
 2. Postage must be prepaid in full on all bids mailed to this office.
 3. Information in regard to material to be sold hereunder, so far as available, will be supplied on application, but no person in the service of The Panama Canal will render assistance in the preparation of proposals or supply information with respect to any actual or prospective bidders.
 4. Proposals should include a specific reference to this invitation, and should be submitted where possible on blanks furnished herein. They must be signed by the bidder with his usual signature in full, and should give his business, address. If proposals are made by a firm, the firm name should be signed by one of the members; if by a corporation, they should be signed with the name of the corporation, followed by the signature of an officer, who should file therewith evidence of his authority to sign the corporate name.
 5. Numbers and prices should be written in ink and expressed in words as well as in figures.
 6. Bidders are warned that any modification of conditions or requirements or failure to comply with the requirements of the invitation, excepting as provided in said invitation, will subject the proposal to the risk of being considered informal, at the option of The Panama Canal.
 7. Before, but not after, the time for opening bids any bidder may, by written notice withdraw his bid, which in that event will be returned to him unopened. Bidders may also file, prior to the time of opening, supplemental or additional bids, which must, however, comply with all the formalities of, and be in the same name as, the original bid. If it should appear that a bidder is interested in any bid presented in any other name or by any other bidder or bidders, any bid in which he is interested may be rejected.
 8. The Panama Canal will not permit changes in bids after the hour for opening, nor will it assume the responsibility for making alterations or corrections therein at the request of bidders, whether such requests be received before or after the bids are opened.
 9. Neither the laws nor regulations make allowances for errors, either of omission or commission. It will be assumed that bidders are fully informed of all conditions and requirements before submitting proposals, and no bidder will be relieved from the responsibility assumed under his proposal upon a plea of error.
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