

1885.
NEW ZEALAND.

SAN FRANCISCO MAIL SERVICE

(PARTICULARS AND CONDITIONS OF PROPOSED NEW CONTRACT AND CORRESPONDENCE AND TENDERS IN CONNECTION WITH RENEWAL OF).

Presented to both Houses of the General Assembly by Command of His Excellency.

No. 1.

PARTICULARS AND CONDITIONS OF CONTRACT.

THE Postmaster-General of New Zealand is prepared to receive tenders for the conveyance of mails between San Francisco and New Zealand, with the Port of Auckland as the terminus, once each way in every four weeks, with a branch service between Auckland and such port in Australia as may hereafter be agreed upon, for a period not exceeding three years from the commencement of the service.

The mails to be carried will be all such mails as the Postmaster-General may from time to time require the contractors to carry to and from such Australian port, Auckland, and San Francisco, the intermediate port of Honolulu, in the Sandwich Islands, and any other place.

The service between Auckland and San Francisco may be performed by not less than two vessels, each being a good, substantial, and efficient screw steam-vessel of the first class, and fully equal to Class 100, A1, Lloyd's Register, and of not less than 2,500 gross registered tonnage, propelled by first-rate engines of adequate power, and having spar-decks, and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes; and each vessel will be required to be under the command of a competent captain, having ample experience in the command of screw steam-vessels.

The service between San Francisco and Auckland to be performed in eighteen days, or four hundred and thirty-two hours each way. The branch service between Auckland and Australia to be performed in five days, or such lesser time as the Postmaster-General may appoint, and by such vessels, other than the vessels employed between San Francisco and Auckland, as may from time to time be approved by the Postmaster-General.

Separate tenders for a nineteen days' (four hundred and fifty-six hours) service between San Francisco and Auckland may also be sent in.

The vessels to be employed between Auckland and San Francisco and in the branch service are to be furnished with all necessary machinery, tackle, &c., and to be subject to the approval of the Postmaster-General before being employed.

The Postmaster-General is to have full power to inspect the vessels employed between San Francisco and Auckland, and in the branch service, their officers and crew, and to suspend the use of any vessel which may not be considered satisfactory, or to prevent the employment of any officer, engineer, or crew appearing to him to be ineligible.

The one twenty-sixth part of the subsidy will be paid by the Postmaster-General on the completion of the conveyance of each mail in accordance with the contract, and will be paid at Wellington.

If any vessel shall not be at the port of departure from time to time in due time, and ready to perform the service, a sum of £250, and a further sum of £50 per day, is to be paid by the contractors to, or may be deducted by, the Postmaster-General as liquidated and ascertained damages; but he may remit or reduce these sums if satisfied that the default shall have arisen from causes over which the contractors had no control.

A bonus of £5 will be paid by the Postmaster-General for the delivery of the mails at Auckland or San Francisco, as the case may be, for every hour before the contract time, and a penalty of £4 an hour will be deducted for late delivery.

All subsidies obtained from other countries than Great Britain and her colonies, or any of the Polynesian Islands, except the Hawaiian Islands, for the conveyance of mails are to belong to the contractors, if made under arrangements approved by the Postmaster-General.

The vessels must be provided with safe and convenient places of deposit for the mails, rendered vermin-proof, with locks, keys, and secure fastenings.

The contractors will have to provide the necessary lights and accommodation for sorting and making up the mails on board, with a separate and convenient room on the spar-deck for the purpose, rendering any assistance required for conveying the mails between the mail-room and the sorting-room.

The Postmaster-General is to be at liberty to intrust the custody of the mails to the master or commander of the vessel; and, in case of the officer in charge of the mails being absent, the master or commander is to take them in charge; and the contractors are to be responsible for the receipt, safe custody, and delivery of the mails.

All directions of the officers in charge of the mails are to be attended to so far as the same are reasonable and consistent with the safety of the vessel. The contractors are to have no claim for postage. A suitable first-class accommodation for a Mail Officer or Agent, and one assistant for the Postmaster-General, with a properly-fitted state-room for their exclusive use, is to be provided on board the vessels, and such officers or agents and assistants are to be victualled by the contractors as chief-cabin passengers without charge; and, during the time a vessel may stay at any port except Auckland or San Francisco, such officers, agents, and assistants are to be allowed to remain on board, and are to be victualled by the contractors.

The contractors are not to pay light, pilotage, tonnage, or harbour dues at Auckland.

The contract, or any part thereof, is not to be assigned or underlet without the consent in writing of the Postmaster-General. If the contract be assigned or underlet, or if there be a great or habitual non-performance or non-observance of the contract, and the Postmaster-General shall be of opinion that the contractors are not *bonâ fide* carrying out the contract, he is to be at liberty to determine it without previous notice, with liberty, nevertheless, to the contractors to have submitted to arbitration the question whether or not there was such a great or habitual non-performance or non-observance of the contract as to justify such determination; but the Postmaster-General is to incur no liability in case the determination be not upheld.

The Postmaster-General may except from any such determination any voyage or voyages, and the same shall be completed, and vessels *en route* are, notwithstanding the determination, to complete their voyage; and in these cases the contract is to be considered as terminated when the mails required to be carried, or then being carried, shall have been delivered.

The contractors are to bind themselves to pay to the Postmaster-General the sum of £20,000 by way of liquidated damages in case they shall fail to commence the service, or, having commenced it, shall wilfully refuse or neglect to carry on the same.

The contractors shall, within twenty-one days after notification in writing of the acceptance of the tender, execute a contract under seal with the Postmaster-General embodying the tender and these conditions, or in such other form as the Postmaster-General may decide, and, if required, enter, with two sureties, to be approved by the Postmaster-General, into a joint and several bond in the sum of £20,000.

Any disputes which may arise between the Postmaster-General and the contractors are to be subject to reference.

Tenders are to be made only in the accompanying printed form, and attached to these particulars and conditions, and are to be delivered at the General Post Office, Wellington, on or before Monday, the 7th of September, 1885, sealed up and indorsed "Tender for San Francisco Mail Service," and addressed to the Postmaster-General of New Zealand, Wellington, New Zealand.

The Postmaster-General does not bind himself to accept the lowest or any tender.

[Time subsequently extended to 10th September for tenders for a twenty days' service.]