



हिन्दुस्तान साल्ट्स लिमिटेड

HINDUSTAN SALTS LIMITED

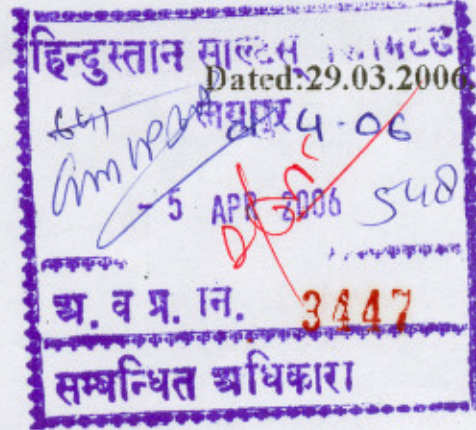
(भारत सरकार का उपक्रम)  
खारापोडा-३८२ ७६० (गुजरात)  
Gram : AGARNAMAK  
STD Code : (02757)  
Fax : 220203

(A Government of India Enterprise)  
Kharaghoda - 382 760.  
Dist. Surendranagar (Gujarat)  
Tel. 02757 - 220201 to 220209  
Fax. 02757 220203  
E.mail : hsl\_salt@yahoo.com

MCA

No.VI:HS/12(55)PS/2006/ 18

To,  
M/s. Anuj Salt Trading Co,  
Darbari Chock,  
PATDI-382765.  
Dist: Surendranagar.



Dear sir,

Sub: Purchase of 2450 MT±20% 1 BG rake of Rain Washed White Colour Poda Iodised salt- regarding.

Please refer to your offer and price bid dated 18.03.2006 and your negotiated rate offer dated 22.3.2006 @ Rs.428/- per MT. in connection with purchase of Rain Washed Poda Iodised salt from approved salt heaps.

1. We are pleased to accept your revised offer for supply of Rain Washed White Colour Poda Iodised salt @ Rs.428/- Per MT. duly iodised with 85 PPM Iodate contents and packed in 75 kgs. unit bags with proper weight & loaded into the Railway wagons when supplied by the Railways. We place an order for supply of 2450MT ±20% Iodised salt as above on the following terms and conditions:
2. (a) Rate : The price will be Rs.428/- per MT( Rupees: Four hundred Twenty eight per MT) packed in 75 kgs. unit bags duly loaded into the Railway wagons in our siding when rake is supplied by the Railways against our rake to be registered against March-2006 approved Railway programme. In case bill is paid within 7 days from the date of loading, a cash discount of Rs.13/- PMT. will be given to you.

(b) Payment : You will be paid @ Rs.428/- per MT on 60<sup>th</sup> day of loading of salt & submission of bill. In case bill is paid within 7 days from the date of loading, you will allow cash discount of Rs/13/- per MT.

D.D. recd  
28/3/06

Regd.Office : B-427, Pradhan marg, Malviya nagar, Post Box No.146, JAIPUR-302 017.  
पंजीकृत कार्यालय : बी-४२७, प्रधान मार्ग, मालवीय नगर, पोस्ट बॉक्स नं. १४६, जयपुर - ३०२ ०१७.

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(d) Quality: You will arrange to prepare the consignments of iodised salt with required iodate content of 85PPM from the approved salt heaps by the committee only. There should not be any variation in PPM of Iodate contents. In case there is shortage in weight as well PPM contents of Iodine, at any stage, it will be on your a/c. & amount will be recovered. In case you fail to supply the salt from approved salt heaps or further salt heaps to be offered by you & quality not approved by the committee, it will be at liberty to procure salt from other party at your risk & cost which may please be noted. In case of inferior quality of salt is observed during the course of filling of salt from the heap, the filling will be stopped immediately and plant will be shifted to another approved quality salt heap.

(e) Delivery of Goods : You will arrange the delivery of salt in rake as per our requirement within minimum 8-10 days as 2 BG rake is to be registered with Railway against Feb-06 quota. In case of delay in delivery, the entire responsibility will be on your account about the demurrage charges if the wagons are supplied by the Railways before completion of delivery of salt. The material is required to be delivered against rake to be registered in February-06.

(f) You will ensure proper iodine and proper weight of salt as per packing while preparation of consignments as per our NIT & your offers. In case of any deviation noticed, you will rectify the same before loading of bags into Railway wagons when supplied.

(g) Earnest Money Deposit : You will arrange to deposit balance sum of Rs.31000/- against the above said deal to make total deposit of Rs.41000/- which will be refunded to you on successful completion of the contract within a period of 90 days.

(h) In case of weight variation recorded by the Rly's or by the party at any stage the claim on this account will be recovered from you.

*D. D. Desai*  
*30/3/06*

(i) To avoid excess weight of salt in the wagons at VGM Weighbridge and levy of penal freight, IIC, Detention charge it is agreed upon to load short weight by 1.5 MT. in each box as compared to its prescribed CC. and even then excess weight observed it will be on your account as per NIT. You are requested to start the preparation of consignment w.e.f. 23<sup>rd</sup> Feb-06 positively as inform personally

(j) You will provide a bill of KIO3 to the salt department at Kharaghoda.

(h) You will load the box rake properly & correct as per CC minus 1.5MT & try to load rake in such a way that there is no excess weight resulting penal freight etc.

(i) To avoid excess weight of salt in the wagons at VGM Weighbridge and levy of penal freight, HC, Detention charge it is agreed upon to load short weight by 1.5 MT. in each box as compared to its prescribed CC. You are requested to start the preparation of consignment w.e.f. 23<sup>rd</sup> March-06 positively as informed over telephone on 22.3.2006.

(j) You will provide a bill of KIO3 to the salt department at Kharaghoda.

3. The Salt Cess if recovered will be on your account. The company shall recover the cess from the payment due to you as salt department is recovering cess charges from us when salt is brought into the licensed premises. Since your offer is F.O.R. Kharaghoda basis all the charges are included in the offered rate.
4. Force Majeure: The above contract shall further be subject to force majeure conditions and suitable extension shall be considered if required and necessary by Hindustan Salts Limited to you.
5. Dispute under this contract : In the event of any question, dispute, breach of difference arising up or in connection with this agreement the same shall be referred to the sole arbitration of the Chairman-cum-Managing Director, Hindustan Salts Limited, Jaipur or a person appointed by the C&MD to act as Arbitrator in the matter. There will be no objection if the Arbitrator is an employee of the Company its holding company or subsidiary company and that he had at any time in discharge of his duties as an employees expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties of this agreement. The expenditure of the arbitrations shall be borne by the party who invoke the arbitration clause.

D.D. Meem  
30/3/06

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6. Jurisdiction : Subject to clause 3 of this letter it is hereby agreed that all action at law or suits arising out of or in connection with this contract for the subject matter thereof and whether as to construction or otherwise shall be instituted in the court of competent jurisdiction at Jaipur only.

Yours faithfully,  
for Hindustan Salts Limited,

*D. D. Mehta*  
General Manager (Works)

30/3/06 /