

Terms & Conditions for SC Testing at NHPTL, Bina

1. GENERAL

1.1 The testing facility at the Laboratory is available for Transformer testing and certification as per National and International Standards and also as per the customer's requirements.

1.2 The terms and conditions for testing at the Laboratory include the responsibilities of the Customers in getting their transformers tested, services to be rendered by the Testing Laboratory and test charges, terms of payment etc., and shall be as stated in the following sections.

2. DEFINITIONS

2.1 "Testing Authority" shall mean "National High Power Test Laboratory Pvt Ltd" abbreviated as NHPTL.

2.2 "Customer" shall mean the Organization/person seeking to avail themselves of the testing facilities at the NHPTL Laboratory.

2.3 "Laboratory" shall mean the Laboratory belonging to the NHPTL, which is intended to be used for conducting the SC tests.

2.4 "Facilities" shall mean the equipment, instruments and other facilities available at the NHPTL Laboratory for testing purposes.

3. BOOKING OF TEST DATES

3.1 The Customer who desires his transformers to be tested, shall make a request in writing to the Testing laboratory giving adequate details of the transformers to be tested, standards to be followed and the details of the tests to be conducted along with preferred date of testing.

3.2 NHPTL after giving due consideration to the Customer requirements, will indicate Tentative Test Date(s) [period of reservation in the Laboratory] for conducting the test along with provisional testing charges.

3.3 Customers need to indicate their acceptance of test date(s) in writing within one week of receipt of the letter/fax/email along with payment of 100% test charges in advance as per the offer, failing which the tentative test date(s) allotted will not be guaranteed.

After receipt of confirmation from Customer on acceptance of test date(s) and payment of 100% test charges, the laboratory will confirm the date(s) of testing.

4. TEST CHARGES

4.1 Customer is required to deposit 100% Provisional test charges in advance as stated at 3.3 above.

4.2 All payment shall be made by Demand Draft drawn in favour of "National High Power Test Laboratory Pvt Ltd, New delhi". Alternatively payment can also be made through Electronic Transfer (RTGS/NEFT). The details of the same will be provided in the offer made to the customer.

4.3 a) *Details of RTGS / NEFT transfer for Indian Customers for NHPTL, New Delhi:-*

Name of Company	National High Power Test Laboratory Pvt. Ltd.
Registered Office :	NTPC Bhawan, Core-7, SCOPE Complex, Lodhi Road, New Delhi-110003
Contact No.:	011-24369147,45
PAN No.:	AADCN-0782-A
Service Tax No.	AADCN-0782-A-ST001
TAN No.:	DELN-10077-E
Bank Name	State Bank of India
Bank Branch	CAG Branch, New Delhi
Account No.	323-96-777-307
Type of Account	Current Account
IFSC Code	SBIN0009996
MICR Code	110002201

4.4 The test charges are subject to revision.

4.5 The final bill of test charges along with taxes (service tax as actual will be extra) will be prepared by the Testing Authority soon after the completion of the tests and forwarded to the Customer. Test report will be issued only after 100% payment of final bill.

5. CANCELLATION CHARGES

The test date can be cancelled or postponed by prior/advance intimation. Postponement will be treated as cancellation of confirmed test dates and rescheduling will be possible only on availability of test date for the test requested. No. of days required for prior/advance intimation for cancellation or postponement without any charges or with partial charges is as follows:

More than 30 days	:	No cancellation charges
More than 15 days but less than 30 days	:	50% cancellation of advance
More than 7 days but less than 15 days	:	75% cancellation of advance
Less than 7 days	:	100% cancellation of advance

5.1 In the event sample fails during any sequence of testing, 100% will be charged for the test conducted.

6. PROCEDURE FOR ACCEPTING TRANSFORMER FOR TESTING:

6.1 NHPTL will deal directly with manufacturers / customers and will not accept the work through Agents / Intermediaries.

6.2 Person/s deputed by the manufacturer / customer to NHPTL must be permanent employees carrying his/their photo identity cards issued by the Employer.

6.3 NHPTL pensioners are not allowed to provide any services related to testing and certification activities in NHPTL premises.

6.4 Test samples are to be sent to NHPTL by the customers on door delivery basis.

6.5 Customers while submitting sample to NHPTL mandatorily needs to submit (as appropriate) the following documents:

6.5.1 Central Excise Challan-cum-Delivery Challan, Factory Gate Pass, Lorry Receipt and NHPTL Gate Entry for manufacturers covered by Central Excise Regulations.

6.5.2 In case of SSI manufacturers who are normally exempted from, Central Excise up to Rs.1.50 Crore per annum, the consignment may be accompanied by private delivery challan of the manufacturer, and his declaration forms under VAT laws and check post stamping in case of inter-state movements.

6.5.3 However, in case of SSI Units within the State the VAT declaration forms as applicable to respective States, for e.g. Form VAT 505 in case of Karnataka State shall accompany the consignment.

6.5.4 Further the SSI Units need to furnish a certified copy of their SSI Registration.

6.5.5 When the equipment is submitted for testing, the temporary name plates are not acceptable.

6.6 Overseas customers shall submit the following document while sending samples to NHPTL for testing

6.6.1 Transportation of test samples to NHPTL for testing purpose: The customer may organise to transport the test samples directly to NHPTL on door delivery basis. Equipment imported to NHPTL for testing purpose enjoys relief from payment of customs duty. The customer may ask his C&F agent to get in touch with NHPTL along with the Authorisation letter (issued by Shipper informing the contact details of C&F agent authorised for to &fro transportation, port handling, custom clearance, delivery to NHPTL, etc.), Airway Bill/Bill of landing, invoice and packing list well in advance before arrival of samples in Indian customs. Necessary documents for custom clearance will be provided by NHPTL. Customers may contact NHPTL at email ID, nhptl@nhptl.com The Agent has to organise and coordinate custom clearance and delivery of sample to NHPTL on door delivery basis. All charges towards to & fro transportation, port handling, custom clearance, delivery, C&F agent charges, etc., will have to be organised and borne by the customer.

6.6.2 During re-export of samples: The customer may organise to re-export the samples to the country of origin immediately after the completion of testing and intimate details of dispatch, since the equipment would be cleared against Custom Duty

Exemption. During re-export, the Customer shall forward an Authorisation letter with details of authorised C&F Agent for pick up, Custom clearance etc., along with Bill of entry copies for enabling NHPTL to arrange for necessary documents for re-export.

6.7 Failure to comply with the above requirements, NHPTL reserves its right to reject such test request.

7. PROCEDURE OF TESTING WORK

7.1 The facilities of the laboratory will be operated by the Personnel of CPRI/NHPTL.

7.2 Customers are required to fill up the Customer Request Form forwarded along with the offer and hand it over to the Test Authority before commencement of the test.

7.3 The Customer shall arrange for the presence of his official(s) / witnessing officials (if any) at the Laboratory at least one day in advance before the date of testing to ensure proper installation of the product and complete the formalities as may be required by the Testing Authority.

7.4 The transformers to be tested shall be handled entirely by the Customer and shall be installed to the entire satisfaction of the Testing Authority to meet the testing requirements.

8. TEST PROGRAM

8.1 The Testing Authority shall provide the Customer programme of testing. In case of suspension, postponement or cancellation of the tests due to outage of the laboratory, the Testing Authority will not, however, in any way be liable for the losses that may be incurred by the Customer due to delays or postponement resulting from such outage.

8.2 Although every endeavour will be made to conform to the testing programme agreed upon, the Testing Authority reserves the right to interrupt, postpone or cancel any tests or series of tests on consideration of safety of the laboratory or any cause beyond the reasonable control of the Testing Authority such as civil commotion, insurrection, war, pestilence, acts of state or public authorities, fire, sabotage, accident, natural calamities, strikes, etc. The Testing Authority shall not be liable for any damage (financial or otherwise) or inconvenience caused to the Customer in such eventualities. The NHPTL shall not be liable to the manufacturers / customers or any consequential losses under such force majeure circumstances.

8.3 The customer cannot claim damages for delays, postponement or interruption of tests due to force majeure or any laboratory operating and maintaining needs which may arise. However, NHPTL wherever possible try to continue and complete the test in the shortest possible time.

9. INTERRUPTION OF TESTS

Should it be necessary to interrupt the tests for:

- a) Inspection of the effects of test
- b) Renewal or repair of parts
- c) Any other reason

The Testing Authority shall decide, after consultation with the Customer, whether such inspection or any repair work shall be carried out in-situ or the transformers shall be taken out of the test bed for that purpose.

10. WITNESSING OF TESTS

10.1 The Head of the laboratory may permit, on Customer's request / knowledge, reasonable number of officials and other witnesses of the Customer, who must conform to the directions given by the Test-in-Charge of the Laboratory. The Testing Authority shall not be responsible for any injury, disability or death caused to the representatives of the Customers and or the Witnesses while in the premises.

10.2 The Customer shall be deemed to be aware of the possible repercussions of the tests and the risk involved in the process of testing undertaken. The Customer shall accordingly ensure, at his own cost, the safety of his official(s) and other witnesses against any accident/mishap during their stay in the premises.

10.3 The Customer shall be responsible for the proper behaviour of his representatives, witnesses, or other personnel during their stay at the Laboratory. The Testing Authority shall have the right to order the removal of the Customer's personnel from the premises of the Laboratory in case of any misbehaviour and/or failure on the part of the personnel to comply with instructions, issued by the Testing Authority. Non-compliance with the instructions of the Testing authority may result in the postponement or cancellation of the Testing of the Customer's equipment/product/Samples. The decision of the Testing Authority in this regard will be final and binding and the Customer shall not be entitled to any compensation for any consequent loss.

10.4 The overseas Nationals visiting NHPTL in connection with testing activity are required to forward Passport and Indian VISA well in advance to NHPTL for arranging necessary approval for the visit. The visa shall be BUSINESS VISA ONLY which is as per the requirement of Government of India.

11. INSTALLATION OF TRANSFORMER FOR TESTING

11.1 The Customer shall arrange at his own cost to transport and receive at the Laboratory their transformer at least one day before the date of commencement of the test.

11.2 The Customer is responsible for the handling of his equipment in the premises of the Testing Authority and for mounting of the same in the test bay in such a manner as not to cause any damage to the NHPTL property or to the NHPTL personnel. The Customer's personnel required for this purpose along with necessary tools shall be allowed within the premises of the Laboratory before and after the tests.

11.3 The Customer is responsible for arranging fixtures, if any, required for mounting his equipment in the test bay.

12. SAFETY

12.1 The customer shall observe safety instructions in the test bays while installation of equipment and dismantling.

12.2 The risk of transport to NHPTL and back as well as the risk of unloading and loading shall be the responsibility of the customers.

12.3 Customer must inform if his product contains harmful or toxic material.

12.4 Discharge of SF6 gas is not allowed. Customers are requested to make suitable means to remove SF6 gas from the test objects.

12.5 Discharge of oil or any other fluid into the drainage system is not permitted.

12.6 Transport of equipment that is pressurized is allowed only after permission from the concerned HOD's.

13. INDEPENDENCE AND SECRECY

NHPTL ensures that its testing personnel has no involvement with design, manufacture or marking of any devices or products nor represent any parties engaged in these activities. NHPTL shall not disclose to any third party any information regarding test carried out without customer written consent. Customers are not permitted to enter test areas where other customer's products are being tested. Taking Photographs are permitted only duly authorized by the concerned Head of Department. Without NHPTL's explicit permission, the customer may not use (or allow the use of) NHPTL's name or report from NHPTL, in whole or in part, in order to institute claims or to conduct legal proceedings, and /or for advertising purposes.

14. DAMAGE TO APPARATUS

The Testing Authority will take adequate care of the transformer, but shall not be responsible for any loss, theft or damage which may occur to the Customer's transformers while within the premises of the Laboratory.

The Customer shall obtain all the relevant insurance coverage for the sample transformer during transportation and assembly/testing/dismantling on their own cost.

15. ALTERATIONS AND REPAIRS

Any alteration or repair that the Customer may desire to make on their transformer may be permitted to be carried out at the workshop of the NHPTL, on receipt of a written request from the Customer subject to the availability of such facilities.

16. REMOVAL OF TRANSFORMER BROUGHT FOR TESTING

16.1 Customer to Indicate while filling up the Customer Request Form whether the transformer submitted for testing will be taken back after testing or will be left behind. Customer to remove from NHPTL premises such transformers brought to NHPTL within 10 days after completion of testing.

16.2 In case the transformer fails during the testing and Customer is not seriously interested in the test report, even then the removal of transformer shall be done immediately after Completion of testing but not later than 10 days in any case.

16.3 Failing which, transformer will be scrapped & disposed off by NHPTL without any further notice.

16.4 In case of overseas customers taking back transformers after Testing shall provide proof of re-export.

17. TEST REPORTS

17.1 PRELIMINARY REPORT / PROVISIONAL REPORT

This report is issued at the request of the Customer after the completion of the tests, at no extra cost.

This report will cover only the particulars of transformer tested such as its type, serial number and rating, the type of test(s) conducted and the condition of the transformer as observed during/after the tests.

The contents of the preliminary report are only tentative and cannot be taken as the final verdict of the performance of the transformer for the test(s) conducted.

17.2 TEST REPORT

This report will be issued for the Transformer tested, at no extra cost, but only upon payment of the final bill of test charges. In case of requirement of additional copies of test report/test certificate, the Customer shall inform the Testing Authority before commencement of the test. Separate charges will be levied for such requests.

The report will contain the record of the values of test results, the physical condition of the equipment/products during/after the test(s) copy(s) of Oscillogram(s), graphs, drawings, photographs, etc as appropriate,

18. PUNITIVE ACTION

In case of offences and /or violations committed by the customers in connection with testing & certification and calibration activity, NHPTL will take necessary punitive action like blacklisting the customer from further business with NHPTL for a specified period as per NHPTL norms/guidelines.

19. DISPUTE RESOLUTION

In the event of any dispute between the customer and NHPTL, the same shall be resolved through mutual discussions. In the event of non-resolution of the dispute, the same shall be referred to arbitration in accordance with the provisions of Arbitration and conciliation Act, 1996 and amendment or re-enactment thereof. The Director General of NHPTL shall appoint a sole arbitrator acceptable to all the parties and the decision of such arbitrator shall be binding on all the parties. The arbitration proceedings shall be conducted in Bangalore and the language of arbitration shall be English.

19.1 The court of jurisdiction for legal course, if any, shall be New Delhi, India.