

**PUNJAB STATE POWER CORPORATION LIMITED  
AGREEMENT FOR STREET LIGHTING**

This agreement made \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_ between the PUNJAB STATE POWER CORPORATION LIMITED (hereinafter referred to as "the PSPCL" of the one part and the Corporation/ Municipal committee/ Cantonment Board / PUDA/ NAC/Panchayat etc. \_\_\_\_\_ of \_\_\_\_\_ (name of City/ Town) (hereinafter together with its successors and assigns called the consumer) of the other part.

Whereas the PSPCL has agreed for the purpose of lighting certain street lamps and hereinafter prescribed within the area under the jurisdiction of the consumer to supply electricity (hereinafter called the supply) and to provide for this purpose additional to the PSPCL general supply system the necessary works and the said street lamps and to maintain, repair, renew and operate the said works and renew the said lamps as hereinafter provided.

And whereas the consumer has agreed as hereinafter provided to pay for the said supply and charges of the said works and to supply fittings / lamps and for the renewal of said lamps.

Now this agreement witnesseth as follows:-

- 1) **Provisions of Fitting:-**The PSPCL shall provide and install works consisting of conductors, insulators, apparatus and fittings (provided by the consumer) as are and maybe required for the purpose of providing supply to the lamps mentioned in the Schedule appended to this agreement and the PSPCL shall also install such lamps as are set forth in Schedule to this agreement.

The total length of aerial/cable lines required for providing the aforesaid supply is set forth in Schedule to this Agreement.

- 2) **Location of Lamps,** The consumer shall not be entitled to demand the provision of street lamps in any position other than upon the poles already existing unless the PSPCL agrees to provide extra lamps and install the necessary works.

The consumer would be required to pay the charges as per Reg-9 of the Supply Code-2014 amended by the Commission from time to time

- 3) **Altering the position of lamps:** If the position of any lamp(s) has been agreed upon between the parties hereto in writing or if any such lamp(s) has been installed as provided in Clause-1 and 2 above, the consumer shall not be entitled to have any change made in the position of any such lamp(s) or to have any alteration whatsoever made thereto.

Provided that in the event of the consumer requiring any alteration in the position or other particulars of any such lamp(s) the PSPCL may execute such alteration upon payment of the cost by the consumer thereof.

- 4) **Type, size and luminosity of Lamps:** The lamps shall be of suitable capacity not greater than 250 watts. CFL/LED lamps may be used along the roads and lanes not accessible to vehicular traffic. Special lamps of wattage higher than 250 watts may be installed at special points as agreed to between the parties.

- 5) **Lighting Hours and minimum consumption:** Upon a date not later than 15(Fifteen) days before the commencement of each quarter beginning respectively on 1st January, 1st April, 1st July and 1st October in each year, the consumer shall furnish the PSPCL with a statement showing the hours during which the consumer requires supply for the purpose of street lighting during ensuing quarter and provided the said statement is not in conflict with the general system of control adopted by the PSPCL in respect of street lighting.

Provided that the night period of lighting for every lamp shall be of duration not less than an average of 8 hours over each period of one year dating from 1st April in each year during the period of agreement.

Provided that if the total number of units consumed in the whole year are less than it would have been if the lamps had been lit on an average of 8 hours per night over the whole year, the PSPCL shall charge for the difference between the stipulated units and units actually consumed as per provisions of schedule-SVIII of the tariff rates.

Provided always that for the purpose of this agreement night shall mean the period between the hours 5 p.m. to any one day and 7 a.m. of the following day.

- 6) Measurement of Electricity:** The supply taken from the PSPCL by the consumer shall be measured by the meter or meters installed by the PSPCL at suitable point or points and the supply taken by the consumer so measured shall be deemed to be correct and binding on the consumer.

Provided firstly that in the event of consumer disputing the accuracy of any such said meter, the consumer may, upon giving notice in writing to the PSPCL, cause such meter to be tested by the PSPCL. If the meter is found to be not correct as specified, the PSPCL shall not be entitled to recover the cost of such test from the consumer and shall adjust the consumer's account in accordance with the result of the test with retrospective effect for a period not exceeding six months immediately preceding the date of such test.

Provided secondly, that if on such test as aforesaid being made by the PSPCL the meter shall be found to be correct as specified, the PSPCL shall be entitled to recover from the consumer the charges as per Schedule of General Charges for testing the meter.

Provided always that should the consumer decline to accept any such test or such adjustment as aforesaid, the matter shall be referred to the Dispute Settlement Committee / Forum. However the consumer can get the meter tested from third party testing lab notified by the PSPCL.

- 7) Charges for Service and Supply of Electricity:** The PSPCL shall maintain, repair and operate the works described in clause 1 and 2 and give supply; to and renew the lamps referred to therein provided such lamps are procured and provided by the consumer to the PSPCL at his own cost and in respect of the service and supply thus rendered the consumer shall, notwithstanding anything contained in clause 13 thereof, pay the PSPCL at the rates prescribed in the Schedule of Tariff for Public Lighting Supply(S-VIII / category-C ).

- i. Provided that in the event of any lamps having been stolen or maliciously damaged by any person or persons not proved by the consumer to be employees of the PSPCL, the renewal of the same shall be made at the expense of the consumer.
- ii. The consumer shall also pay meter rentals at the rate prescribed in the Schedule of General Charges per month for every meter installed.

- 8) Payment of Bills:** The PSPCL will present to the consumer monthly bills for electricity consumed and for operation, maintenance, repair and lamp renewals prescribed in clause 7 above and the said bills shall be paid on demand. If any such bill was not paid within the due date, late payment surcharge as per provisions of General Conditions of Tariff shall be payable as approved by the Commission from time to time.

Provided further that in the event of any bill remaining unpaid for 30(Thirty) days after the date of presentation of the bill the PSPCL shall be entitled to disconnect the supply after serving 15(Fifteen) days clear notice in writing of its intention to do so and to decline to reconnect the supply until all outstanding bills due to the PSPCL by the consumer under this agreement have been paid. In the event of the supply being so disconnected the PSPCL shall be entitled to charge the consumer for every day during which the supply have been so disconnected at the full rates of charge prescribed in clause 7 above with the exception of the electricity charges.

Provided always that no payment shall be accepted by the PSPCL on a holiday declared by the PSPCL and that in case the date on which the PSPCL becomes entitled to disconnect the supply is a holiday declared by the PSPCL, it shall postpone the disconnection of the supply till the following day.

- 9) **Repair and Renewal of Lamps:** The PSPCL shall repair or renew as may be deemed necessary all inoperative or faulty lamps within 24 hours of the receipt of complaint from the consumer in this behalf, provided such complaint has been received at the PSPCL local office before 2 p.m. of any day alongwith requisite number of new lamps required to be replaced.
- 10) **Applicability of Act, Rules and Regulations:** The parties to this agreement shall be bound by the provisions of the Supply Code-2014 and the Electricity Act, 2003 and any statutory amendment thereof and of the Rules / Regulations made there under.
- 11) **Commencement of Supply:** The date of commencement of supply shall be the date on which the supply is actually commenced or a date three months after the date of notice presented to the consumer by the PSPCL intimating that the PSPCL will be in a position to give supply to the consumer on or before the said date of commencement of supply whichever is earlier.

Provided that if the consumer does not take supply from the date when the PSPCL is in a position to give supply in accordance with the notice mentioned above, the consumer shall pay to the PSPCL charges as prescribed in Schedule of Public Lighting Supply Tariff in accordance with the terms of the Agreement from the date of expiry of the period of notice referred to above till the date when he actually takes supply.

- 12) **Duration of Agreement:** This agreement shall be and remain in force for five years commencing from the date of commencement of supply and be deemed to have been renewed from time to time and shall continue in force for further period of five years each, unless and until either party shall within the first four years of the first or any such succeeding period of five years, have served upon the other part 12 Calendar months notice in writing of the intention not to renew the agreement at the expiry of the current period of five years, in which case subject to anything contained in these presents to the contrary this agreement shall terminate at the expiry of the period of five years during which such notice in writing shall have been duly delivered and received by the other party.
- 13) **Termination of Agreement:** Whenever the consumer wants permanent disconnection of the said supply of power before the expiry of the current five years of agreement, the consumer will have and exercise in writing the option to pay rentals plus annual minimum charges as maybe payable under the schedule of tariff hereof, for the remaining period from the date of disconnection of the street lighting supply till the agreement including arrears if any, outstanding at the time or to pay rentals including annual minimum charges under clause 5 hereof, until the date of disconnection plus all expenses and losses incurred on erection and dismantlement of street lighting works erected under this agreement. In case, however, the cost of street lighting supply system or of any portion thereof was paid by the consumer originally, then cost of erection and dismantlement will not be payable by the consumer for such system or part thereof as the case may be.
- 14) **Interruption and failure or defect in supply:** The electricity to be supplied under this agreement shall be available at all hours of the day and night, but no liability whatsoever shall attach to the PSPCL to compensate the consumer for any interruption, failure or defect of supply arising from any cause whatsoever, except to the extent provided in this Agreement and Supply Code.
- 15) All disputes arising under this agreement or touching or concerning any covenant or conditions of this agreement shall be dealt with in accordance with the provisions of the Supply Code-2014 and the Electricity Act, 2003.

IN WITNESS WHEREOF THE parties hereto have set their hands the day and year first written.

Signed by \_\_\_\_\_ Executive Officer /Estate Officer/Sarpanch for and on behalf of the Corporation/Municipal Committee/Local Body/Improvement Trust/Urban Development Authority/Cantonment Board/Panchayat etc \_\_\_\_\_ of \_\_\_\_\_ being duly authorized to sign vide certified copy of Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ annexed hereto.

**In the presence of**

Name: \_\_\_\_\_

Description: \_\_\_\_\_

Address: \_\_\_\_\_

Signed by \_\_\_\_\_ Member for and on behalf of the Corporation/Municipal Committee/Local Body/Improvement Trust/Urban Development Authority/ Cantonment Board / Panchayat etc \_\_\_\_\_ of \_\_\_\_\_ being duly authorized to sign vide certified copy of

Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ annexed hereto

**In the presence of**

Name: \_\_\_\_\_

Description: \_\_\_\_\_

Address: \_\_\_\_\_

Countersigned by \_\_\_\_\_

Secretary for and on behalf of the Corporation/Municipal Committee /Local Body/ Improvement Trust/Urban Development Authority/ Cantonment Board /Panchayat etc \_\_\_\_\_

\_\_\_\_\_  
Signed by the Superintending Engineer PSPCL for and on behalf of the PSPCL.

**In the presence of**

Name: \_\_\_\_\_

Description: \_\_\_\_\_

Address: \_\_\_\_\_

**SCHEDULE**

Details of lamps/fittings and length of overhead /cable lines.

Item no.	Minimum nos.	Maximum no.	Total capacity in kW		Type of fitting	Street / locality
			Mini.	Max.		
<b>Ordinary Lamps/ CFL/ LED</b> 1. Lamps up to 150 Watts 2. Lamps above 150 watts 3. Special Lamps 4. 5. 6. <b><u>Mercury /Sodium Vapour Lamps</u></b> 1. Lamps of 80 watts. 2. Lamps of 125 Watts 3. Lamps of 250 Watts 4. Lamps of 400 Watts 5. 6. <b>Fluorescent Tubes:</b> 1. Single 2 Ft. 20 Watts 2. Single 4 Ft. 40 Watts 3. Double 2 Ft. 20 Watts 4. Double 4 Ft. 40 Watts 5. 6. <b><u>Other Fittings(if any)</u></b> 1. 2. 3.						

Length of Overhead/cable line(s)

Item	Overhead	Cables
Minimum (KM)		
Maximum (KM)		