

No.927 /CE/PPA

Office of Chief Engineer
Power Purchase Agreement Directorate,
14th Floor, Shakti Bhawan Extn.,
14-Ashok Marg, Lucknow –226 001
TeleFax: 0522-2218812,
Email:ce.ppa@uppcl.org

Date:

20 /08/2025

DEBARMENT NOTICE

M/s Green Prairie Energy Pvt Ltd, (CIN: U40107MH2021PTC365632) 508, Town Centre II, Andheri-Kurla Road, Marol, Andheri East Mumbai - 400059, Maharashtra

Subject: Debarment Notice for Default and Cancellation of 190 MW originally allotted to M/s Green Prairie Energy Pvt Ltd

I, Deepak Raizada, Chief Engineer of the Power Purchase Agreement Directorate at Uttar Pradesh Power Corporation Limited ("UPPCL"), am issuing this notice to address the default by M/s Green Prairie Energy Pvt. Ltd. ("GPEL") under the Solar Energy Corporation of India ("SECI") Tranche-XIV wind power project. It is stated that the instant notice is a Notice for debarment of GPEL from participating in any and all present and future tenders or procurement processes of UPPCL for a period of five (5) years, with effect from the date of this notice, for the reasons stated in the instant notice.

- UPPCL and SECI signed a Power Sale Agreement ("PSA") on 19.10.2023 for the entire 690 MW ISTS Wind Capacity. In terms of the Letter of Award dated 23.06.2023 ("LoA") issued to GPEL, being the Wind Power Developer ("WPD"), GPEL was liable and obligated to execute the Power Purchase Agreement ("PPA") with SECI, for the corresponding quantum of 190 MW.
- 2. It is stated that in terms of the of the express statutory mandate and the regulatory framework established under the aegis of the provisions of the Electricity Act, 2003 ("Aet"), it is beyond dispute that DISCOMs, including UPPCL, have been given targets regarding procurement of Renewable Energy by Ministry of Power, Government of India guidelines issued on 20.10.2023. Additionally, the Hon'ble Uttar Pradesh Electricity regulatory Commission ("UPERC") has prescribed specific targets for procurement of renewable energy by UPPCL in the state of Uttar Pradesh, under the Uttar Pradesh Electricity Regulatory Commission (Promotion of Green Energy through Renewable Purchase Obligation) Regulations, 2010 ("RPO Regulations"), as modified by the Uttar Pradesh Electricity Regulatory Commission (Promotion of Green Energy through Renewable Purchase Obligation) (First Amendment) Regulations, 2019. The non-fulfilment of these procurement targets by the DISCOMS, including UPPCL, is a violation of the applicable regulations.

DS(NOW) SCI(IPM) SC

संयुवार सचिव (ज०श० प्रशि० एवं कार्य (फंसल खान) उप सचिव (कार्य-14)

- 3. Such violations due to non-fulfilment of its renewable energy procurement targets directly results in the levy of penalty for UPPCL and the DISCOMs in the State of Uttar Pradesh. In view of the above, UPPCL, as the ultimate beneficiary, relies on entities such as GPEL for performance of their obligations in order to meet its statutorily mandated Renewable Purchase Obligation (RPO) targets.
- 4. GPEL claimed exemptions from submitting the cost of the RfS document, bid processing fees, and EMD under Clause 13 of the RfS, citing its registration as a Micro Enterprise (UDYAM Registration No. UDAM-MII-18-0097327). Subsequently, due to failure to submit the Performance Bank Guarantee ("PBG") and execute the PPA as required under the LoA dated 23.06.2023 for the 190 MW wind power project under SECI Tranche-XIV, GPEL defaulted on obligations. However, to meet the financial qualification requirements GPEL relied on the financial credentials of M/s Evergreen Power Solutions Inc., USA, indicating sufficient financial capability to arrange for both the EMD and the Performance Bank Guarantee (PBG).
- 5. UPPCL issued a Show Cause Notice (No. 321/CE/PPA dated 15.03.2025) requiring GPEL to justify its non-submission of the PBG and failure to sign the PPA. In the response dated 30.03.2025, GPEL claimed the RfS lacks provisions for debarment of MSME bidders. Clause 13 of the RfS provides exemptions for MSME bidders solely in respect of the cost of RfS documents, bid processing fees, and the EMD. However, it does not extend such exemptions to the submission of the Performance Bank Guarantee (PBG) or the execution of the Power Purchase Agreement (PPA), as clearly outlined in Clause 10.2 of the RfS and reiterated in the terms of the Letter of Award (LoA).
- 6. GPEL relies on M/s Evergreen Power Solutions Inc., USA, to establish the availability of adequate financial and technical resources. In this light, the invocation of MSME status to justify non-performance appears inconsistent and may be perceived as a misuse of the exemption provisions. This raises serious concerns about GPEL's intention to ever execute the project, suggesting that there may have been no genuine intent to comply with contractual obligations from the outset, as a consequence of the captioned default.
- 7. This default has led to significant challenges for UPPCL, including inability to fulfil Non-Solar RPO targets, exposure to mandated regulatory penalties, and additional costs of procurement to meet obligations under Regulation 4 of the RPO Regulations. The implications of GPEL's non-performance have been severe, resulting in adverse consequences for UPPCL, particularly in terms of compliance shortfalls and potential levy of penalty in terms of the applicable legal and regulatory framework.
- 8. In light of the foregoing, Uttar Pradesh Power Corporation Limited (UPPCL) hereby issues this Debarment Notice to M/s Green Prairie Energy Limited, its promoter group, Directors, and its parent company, M/s Evergreen Power Solutions Inc., USA. Accordingly, M/s Green Prairie Energy Limited are debarred from participating in all present and future tenders or procurement processes of UPPCL for a period of five (5) years, with effect from the date of

this notice, i.e., 14.07.2025. In this regard it is stated that this Notice is without any prejudice to the rights available to UPPCL under the extant applicable law.

(Deepak Raizada Chief Engineer

- 1. Chairman, UPPCL, Shakti Bhawan, Lucknow.
- 2. Managing Director, UPPCL, Shakti Bhawan, Lucknow.
- 3. Managing Director (PVVNL/MVVNL/DVVNL/PuVVNL/KESCO)
- 4. Director (Corporate Planning/Fianance/Commercial/IT/Distribution/P&Λ), UPPCL, Shakti Bhawan, Lucknow.
- 5. Joint Secretary (Works), UPPCL, Shakti Bhawan, Lucknow.
- 6. SECI, New Delhi.
- 7. M/s Green Prairie Energy Private Limited and its Parent company M/s Evergreen Power Solutions Inc, USA, 508, Town Centre II, Andheri-Kurla Road Marol, Andheri East Mumbai 400059, Maharashtra.



No. 928/CE/PPA

Office of Chief Engineer Power Purchase Agreement Directorate, 14th Floor, Shakti Bhawan Extn., 14-Ashok Marg, Lucknow -226 001 TeleFax: 0522-2218812, Email:cc.ppa@uppel.org

Date:

20 /08/2025

DEBARMENT NOTICE

Mr. Sanjay Kumar Director (DIN: 00748499) M/s Green Prairie Energy Pvt Ltd 508, Town Centre II, Andheri-Kurla Road Marol, Andheri East Mumbai - 400059, Maharashtra

Subject: Debarment Notice for Default and Cancellation of 190 MW originally allotted to M/s Green Prairie Energy Pvt Ltd.

I, Deepak Raizada, Chief Engineer of the Power Purchase Agreement Directorate at Uttar Pradesh Power Corporation Limited ("UPPCL"), acting for and on behalf of UPPCL, hereby issue this notice to Mr. Sanjay Kumar ("Mr. Sanjay") in his capacity as a director of M/s Green Prairie Energy Pvt. Ltd. ("GPEL") on account of default by GPEL under the Solar Energy Corporation of India ("SECI") Tranche-XIV wind power project. It is stated that the instant notice is a notice for debarment of Mr. Sanjay from participating in any and all present and future tenders or procurement processes of UPPCL for a period of five (5) years, with effect from the date of this notice, for the reasons stated in the instant notice.

- 1. UPPCL and SECI signed a Power Sale Agreement ("PSA") on 19.10.2023 for the entire 690 MW ISTS Wind Capacity. In terms of the Letter of Award dated 23.06.2023 ("LoA") issued to GPEL, being the Wind Power Developer ("WPD"), GPEL was liable and obligated to execute the Power Purchase Agreement ("PPA") with SECI, for the corresponding quantum of 190 MW.
- 2. It is stated that in terms of the of the express statutory mandate and the regulatory framework established under the aegis of the provisions of the Electricity Act, 2003 ("Act"), it is beyond dispute that DISCOMs, including UPPCL, have been given targets regarding procurement of Renewable Energy by Ministry of Power, Government of India guidelines issued on 20.10.2023. Additionally, the Hon'ble Uttar Pradesh Electricity regulatory Commission ("UPERC") has prescribed specific targets for procurement of renewable energy by UPPCL in the state of Uttar Pradesh, under the Uttar Pradesh Electricity Regulatory Commission (Promotion of Green Energy through Renewable Purchase Obligation) Regulations, 2010 ("RPO Regulations"), as modified by the Uttar Pradesh Electricity Regulatory Commission (Promotion of Green Energy through Renewable Purchase Obligation) (First Amendment) Regulations, 2019. The non-fulfilment of these procurement targets by the DISCOMS, including UPPCL, is a violation of the applicable regulations.

DS(MPI)/DS(Work)

(ज०श० प्रशि० एवं कार्य)

उप सचिव (कार्य-14)

- 3. Such violations due to non-fulfilment of its renewable energy procurement targets directly results in the levy of penalty for UPPCL and the DISCOMs in the State of Uttar Pradesh. In view of the above, UPPCL, as the ultimate beneficiary, relies on entities such as GPEL for performance of their obligations in order to meet its statutorily mandated Renewable Purchase Obligation (RPO) targets.
- 4. GPEL claimed exemptions from submitting the cost of the RfS document, bid processing fees, and EMD under Clause 13 of the RfS, citing its registration as a Micro Enterprise (UDYAM Registration No. UDAM-MH-18-0097327). Subsequently, due to failure to submit the Performance Bank Guarantee ("PBG") and execute the PPA as required under the LoA dated 23.06.2023 for the 190 MW wind power project under SECI Tranche-XIV, GPEL defaulted on obligations. However, to meet the financial qualification requirements GPEL relied on the financial credentials of M/s Evergreen Power Solutions Inc., USA, indicating sufficient financial capability to arrange for both the EMD and the Performance Bank Guarantee (PBG).
- 5. UPPCL issued a Show Cause Notice (No. 321/CE/PPA dated 15.03.2025) requiring GPEL to justify its non-submission of the PBG and failure to sign the PPA. In the response dated 30.03.2025, GPEL claimed the RfS lacks provisions for debarment of MSME bidders. Clause 13 of the RfS provides exemptions for MSME bidders solely in respect of the cost of RfS documents, bid processing fees, and the EMD. However, it does not extend such exemptions to the submission of the Performance Bank Guarantee (PBG) or the execution of the Power Purchase Agreement (PPA), as clearly outlined in Clause 10.2 of the RfS and reiterated in the terms of the Letter of Award (LoA).
- 6. GPEL relies on M/s Evergreen Power Solutions Inc., USA, to establish the availability of adequate financial and technical resources. In this light, the invocation of MSME status to justify non-performance appears inconsistent and may be perceived as a misuse of the exemption provisions. This raises serious concerns about GPEL's intention to ever execute the project, suggesting that there may have been no genuine intent to comply with contractual obligations from the outset, as a consequence of the captioned default.
- 7. This default has led to significant challenges for UPPCL, including inability to fulfil Non-Solar RPO targets, exposure to mandated regulatory penalties, and additional costs of procurement to meet obligations under Regulation 4 of the RPO Regulations. The implications of GPEL's non-performance have been severe, resulting in adverse consequences for UPPCL, particularly in terms of compliance shortfalls and potential levy of penalty in terms of the applicable legal and regulatory framework.
- 8. Mr. Sanjay at all times was aware of the responsibilities and obligations under the LoA dated 23.06.2023. He also knew the prerequisite obligations outlined in the RfS along with the associated bid documents, which included but were not limited to the submission of the PBG and the PPA signing. Even with the knowledge of the mandatory obligations and the gravity of the consequences of non-compliance, Mr. Sanjay who had control and management oversight, did not take any prompt or appropriate steps to remedy the defaults or ensure compliance, thus allowing the default to arise and persist. The default on obligations of the company is, therefore, attributable to Mr. Sanjay whose direct involvement in the affairs can

be fairly established. These actions in turn have attracted considerable financial and regulatory liabilities for UPPCL.

9. In light of the foregoing, Uttar Pradesh Power Corporation Limited (UPPCL) hereby issues this Debarment Notice to Mr. Sanjay Kumar acting as a director of M/s Green Prairie Energy Limited. Accordingly, Mr. Sanjay Kumar shall be debarred from participating in all present and future tenders or procurement processes of UPPCL, through any company wherein he holds a position of or occupies the office of a Director, for a period of five (5) years, with effect from the date of this notice. In this regard it is stated that this Notice is without any prejudice to the rights available to UPPCL under the extant applicable law.

(Deepak Raizada) Chief Engineer

- 1. Chairman, UPPCL, Shakti Bhawan, Lucknow.
- 2. Managing Director, UPPCL, Shakti Bhawan, Lucknow.
- 3. Managing Director (PVVNL/MVVNL/DVVNL/PuVVNL/KESCO)
- 4. Director (Corporate Planning/Fianance/Commercial/IT/Distribution/P&A), UPPCL, Shakti Bhawan, Lucknow.
- 5. Joint Secretary (Works), UPPCL, Shakti Bhawan, Lucknow.
 - 6. SECI, New Delhi.
 - 7. M/s Green Prairie Energy Private Limited and its Parent company M/s Evergreen Power Solutions Inc, USA.



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Date:

20/08/2025

DEBARMENT NOTICE

Ms. Sanjeeta Kumar Director (DIN: 07539371) M/s Green Prairie Energy Pvt Ltd 508, Town Centre II, Andheri-Kurla Road Marol, Andheri East Mumbai - 400059, Maharashtra

Subject: Debarment Notice for Default and Cancellation of 190 MW originally allotted to M/s Green Prairie Energy Pvt Ltd.

I, Deepak Raizada, Chief Engineer of the Power Purchase Agreement Directorate at Uttar Pradesh Power Corporation Limited ("UPPCL"), acting for and on behalf of UPPCL, hereby issue this notice to Ms. Sanjeeta Kumar ("Ms. Sanjeeta") in her capacity as a director of M/s Green Prairie Energy Pvt. Ltd. ("GPEL") on account of default by GPEL under the Solar Energy Corporation of India ("SECI") Tranche-XIV wind power project. It is stated that the instant notice is a notice for debarment of Ms. Sanjeeta from participating in any and all present and future tenders or procurement processes of UPPCL for a period of five (5) years, with effect from the date of this notice, for the reasons stated in the instant notice.

- UPPCL and SECI signed a Power Sale Agreement ("PSA") on 19.10.2023 for the entire 690 MW ISTS Wind Capacity. In terms of the Letter of Award dated 23.06.2023 ("LoA") issued to GPEL, being the Wind Power Developer ("WPD"), GPEL was liable and obligated to execute the Power Purchase Agreement ("PPA") with SECI, for the corresponding quantum of 190 MW.
- 2. It is stated that in terms of the of the express statutory mandate and the regulatory framework established under the aegis of the provisions of the Electricity Act, 2003 ("Act"), it is beyond dispute that DISCOMs, including UPPCL, have been given targets regarding procurement of Renewable Energy by Ministry of Power, Government of India guidelines issued on 20.10.2023. Additionally, the Hon'ble Uttar Pradesh Electricity regulatory Commission ("UPERC") has prescribed specific targets for procurement of renewable energy by UPPCL in the state of Uttar Pradesh, under the Uttar Pradesh Electricity Regulatory Commission (Promotion of Green Energy through Renewable Purchase Obligation) Regulations, 2010 ("RPO Regulations"), as modified by the Uttar Pradesh Electricity Regulatory Commission (Promotion of Green Energy through Renewable Purchase Obligation) (First Amendment) Regulations, 2019. The non-fulfilment of these procurement targets by the DISCOMS, including UPPCL, is a violation of the applicable regulations.

DS(MPI)/DS(Work)

संयुक्त सचिव

(ज०श० प्रशि० एवं कार्य)

(फैसल खान) उप सचिव (कार्य-14)

- 3. Such violations due to non-fulfilment of its renewable energy procurement targets directly results in the levy of penalty for UPPCL and the DISCOMs in the State of Uttar Pradesh. In view of the above, UPPCL, as the ultimate beneficiary, relies on entities such as GPEL for performance of their obligations in order to meet its statutorily mandated Renewable Purchase Obligation (RPO) targets.
- 4. GPEL claimed exemptions from submitting the cost of the RfS document, bid processing fees, and EMD under Clause 13 of the RfS, citing its registration as a Micro Enterprise (UDYAM Registration No. UDAM-MH-18-0097327). Subsequently, due to failure to submit the Performance Bank Guarantee ("PBG") and execute the PPA as required under the LoA dated 23.06.2023 for the 190 MW wind power project under SECI Tranche-XIV, GPEL defaulted on obligations. However, to meet the financial qualification requirements GPEL relied on the financial credentials of M/s Evergreen Power Solutions Inc., USA, indicating sufficient financial capability to arrange for both the EMD and the Performance Bank Guarantee (PBG).
- 5. UPPCL issued a Show Cause Notice (No.321/CE/PPA dated 15.03.2025) requiring GPEL to justify its non-submission of the PBG and failure to sign the PPA. In the response dated 30.03.2025, GPEL claimed the RfS lacks provisions for debarment of MSME bidders. Clause 13 of the RfS provides exemptions for MSME bidders solely in respect of the cost of RfS documents, bid processing fees, and the EMD. However, it does not extend such exemptions to the submission of the Performance Bank Guarantee (PBG) or the execution of the Power Purchase Agreement (PPA), as clearly outlined in Clause 10.2 of the RfS and reiterated in the terms of the Letter of Award (LoA).
- 6. GPEL relies on M/s Evergreen Power Solutions Inc., USA, to establish the availability of adequate financial and technical resources. In this light, the invocation of MSME status to justify non-performance appears inconsistent and may be perceived as a misuse of the exemption provisions. This raises serious concerns about GPEL's intention to ever execute the project, suggesting that there may have been no genuine intent to comply with contractual obligations from the outset, as a consequence of the captioned default.
- 7. This default has led to significant challenges for UPPCL, including inability to fulfil Non-Solar RPO targets, exposure to mandated regulatory penalties, and additional costs of procurement to meet obligations under Regulation 4 of the RPO Regulations. The implications of GPEL's non-performance have been severe, resulting in adverse consequences for UPPCL, particularly in terms of compliance shortfalls and potential levy of penalty in terms of the applicable legal and regulatory framework.
- 8. Ms. Sanjeeta at all times was aware of the responsibilities and obligations under the LoA dated 23.06.2023. She also knew the prerequisite obligations outlined in the RfS along with the associated bid documents, which included but were not limited to the submission of the PBG and the PPA signing. Even with the knowledge of the mandatory obligations and the gravity of the consequences of non-compliance, Ms. Sanjeeta, who had control and management oversight, did not take any prompt or appropriate steps to remedy the defaults or ensure compliance, thus allowing the default to arise and persist. The default on obligations of the company is, therefore, attributable to Ms. Sanjeeta, whose direct involvement in the affairs can

- be fairly established. These actions in turn have attracted considerable financial and regulatory liabilities for UPPCL.
- In light of the foregoing, Uttar Pradesh Power Corporation Limited (UPPCL) hereby issues this Debarment Notice to Ms. Sanjeeta Kumar acting as a director of M/s Green Prairie Energy Limited. Accordingly, Ms. Sanjeeta Kumar shall be debarred from participating in all present and future tenders or procurement processes of UPPCL, through any company wherein she holds a position of or occupies the office of a Director, for a period of five (5) years, with effect from the date of this notice. In this regard it is stated that this Notice is without any prejudice to the rights available to UPPCL under the extant applicable law.

(Deepak Raizada) Chief Engineer

- 1. Chairman, UPPCL, Shakti Bhawan, Lucknow.
- 2. Managing Director, UPPCL, Shakti Bhawan, Lucknow.
- 3. Managing Director (PVVNL/MVVNL/DVVNL/PuVVNL/KESCO)
- 4. Director (Corporate Planning/Fianance/Commercial/IT/Distribution/P&A), UPPCL, Shakti Bhawan, Lucknow.
- 3. Joint Secretary (Works), UPPCL, Shakti Bhawan, Lucknow.
- 6. SECI, New Delhi.
- 7. M/s Green Prairie Energy Private Limited and its Parent company M/s Evergreen Power Solutions Inc, USA.





Office of Chief Engineer

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14-Ashok Marg, Lucknow –226 001
TeleFax: 0522-2218812,
Email:cc.ppa@uppcl.org

Date:

20/08/2025

DEBARMENT NOTICE

Mr. Surject Kumar Director (DIN: 07536751) M/s Green Prairie Energy Pvt Ltd 508, Town Centre II, Andheri-Kurla Road Marol, Andheri East Mumbai - 400059, Maharashtra

Subject: Debarment Notice for Default and Cancellation of 190 MW originally allotted to M/s Green Prairie Energy Pvt Ltd.

I, Deepak Raizada, Chief Engineer of the Power Purchase Agreement Directorate at Uttar Pradesh Power Corporation Limited ("UPPCL"), acting for and on behalf of UPPCL, hereby issue this notice to Mr. Surject Kumar ("Mr. Surject") in his capacity as a director of M/s Green Prairie Energy Pvt. Ltd. ("GPEL") on account of default by GPEL under the Solar Energy Corporation of India ("SECI") Tranche-XIV wind power project. It is stated that the instant notice is a notice for debarment of Mr. Surject from participating in any and all present and future tenders or procurement processes of UPPCL for a period of five (5) years, with effect from the date of this notice, for the reasons stated in the instant notice.

- 1. UPPCL and SECI signed a Power Sale Agreement ("PSA") on 19.10.2023 for the entire 690 MW ISTS Wind Capacity. In terms of the Letter of Award dated 23.06.2023 ("LoA") issued to GPEL, being the Wind Power Developer ("WPD"), GPEL was liable and obligated to execute the Power Purchase Agreement ("PPA") with SECI, for the corresponding quantum of 190 MW.
- 2. It is stated that in terms of the of the express statutory mandate and the regulatory framework established under the aegis of the provisions of the Electricity Act, 2003 ("Act"), it is beyond dispute that DISCOMs, including UPPCL, have been given targets regarding procurement of Renewable Energy by Ministry of Power, Government of India guidelines issued on 20.10.2023. Additionally, the Hon'ble Uttar Pradesh Electricity regulatory Commission ("UPERC") has prescribed specific targets for procurement of renewable energy by UPPCL in the state of Uttar Pradesh, under the Uttar Pradesh Electricity Regulatory Commission (Promotion of Green Energy through Renewable Purchase Obligation) Regulations, 2010 ("RPO Regulations"), as modified by the Uttar Pradesh Electricity Regulatory Commission (Promotion of Green Energy through Renewable Purchase Obligation) (First Amendment) Regulations, 2019. The non-fulfilment of these procurement targets by the DISCOMS, including UPPCL, is a violation of the applicable regulations.

DS(MPI)/DS(Work)

संयुक्त सचिव (ज०श० प्रशि० एवं कार्य) 724 **६ | ५** (फैसल खान) उप सचिव (कार्य-14)

- 3. Such violations due to non-fulfilment of its renewable energy procurement targets directly results in the levy of penalty for UPPCL and the DISCOMs in the State of Uttar Pradesh. In view of the above, UPPCL, as the ultimate beneficiary, relies on entities such as GPEL for performance of their obligations in order to meet its statutorily mandated Renewable Purchase Obligation (RPO) targets.
- 4. GPEL claimed exemptions from submitting the cost of the RfS document, bid processing fees, and EMD under Clause 13 of the RfS, citing its registration as a Micro Enterprise (UDYAM Registration No. UDAM-MII-18-0097327). Subsequently, due to failure to submit the Performance Bank Guarantee ("PBG") and execute the PPA as required under the LoA dated 23.06.2023 for the 190 MW wind power project under SECI Tranche-XIV, GPEL defaulted on obligations. However, to meet the financial qualification requirements GPEL relied on the financial credentials of M/s Evergreen Power Solutions Inc., USA, indicating sufficient financial capability to arrange for both the EMD and the Performance Bank Guarantee (PBG).
- 5. UPPCL issued a Show Cause Notice (No. 321/CE/PPA dated 15.03.2025) requiring GPEL to justify its non-submission of the PBG and failure to sign the PPA. In the response dated 30.03.2025, GPEL claimed the RfS lacks provisions for debarment of MSME bidders. Clause 13 of the RfS provides exemptions for MSME bidders solely in respect of the cost of RfS documents, bid processing fees, and the EMD. However, it does not extend such exemptions to the submission of the Performance Bank Guarantee (PBG) or the execution of the Power Purchase Agreement (PPA), as clearly outlined in Clause 10.2 of the RfS and reiterated in the terms of the Letter of Award (LoA).
- 6. GPEL relies on M/s Evergreen Power Solutions Inc., USA, to establish the availability of adequate financial and technical resources. In this light, the invocation of MSME status to justify non-performance appears inconsistent and may be perceived as a misuse of the exemption provisions. This raises serious concerns about GPEL's intention to ever execute the project, suggesting that there may have been no genuine intent to comply with contractual obligations from the outset, as a consequence of the captioned default.
- 7. This default has led to significant challenges for UPPCL, including inability to fulfil Non-Solar RPO targets, exposure to mandated regulatory penalties, and additional costs of procurement to meet obligations under Regulation 4 of the RPO Regulations. The implications of GPEL's non-performance have been severe, resulting in adverse consequences for UPPCL, particularly in terms of compliance shortfalls and potential levy of penalty in terms of the applicable legal and regulatory framework.
- 8. Mr. Surject at all times was aware of the responsibilities and obligations under the LoA dated 23.06.2023. He also knew the prerequisite obligations outlined in the RfS along with the associated bid documents, which included but were not limited to the submission of the PBG and the PPA signing. Even with the knowledge of the mandatory obligations and the gravity of the consequences of non-compliance, Mr. Surject, who had control and management oversight, did not take any prompt or appropriate steps to remedy the defaults or ensure compliance, thus allowing the default to arise and persist. The default on obligations of the company is, therefore, attributable to Mr. Surject whose direct involvement in the affairs can

- be fairly established. These actions in turn have attracted considerable financial and regulatory liabilities for UPPCL.
- 9. In light of the foregoing, Uttar Pradesh Power Corporation Limited (UPPCL) hereby issues this Debarment Notice to Mr. Surject Kumar acting as a director of M/s Green Prairie Energy Limited. Accordingly, Mr. Surject Kumar shall be debarred from participating in all present and future tenders or procurement processes of UPPCL, through any company wherein he holds a position of or occupies the office of a Director, for a period of five (5) years, with effect from the date of this notice. In this regard it is stated that this Notice is without any prejudice to the rights available to UPPCL under the extant applicable law.

(Deepak Raizada) Chief Engineer

- 1. Chairman, UPPCL, Shakti Bhawan, Lucknow.
- 2. Managing Director, UPPCL, Shakti Bhawan, Lucknow.
- 3. Managing Director (PVVNL/MVVNL/DVVNL/PuVVNL/KESCO)
- 4. Director (Corporate Planning/Fianance/Commercial/IT/Distribution/P&A), UPPCL, Shakti Bhawan, Lucknow.
- 5. Joint Secretary (Works), UPPCL, Shakti Bhawan, Lucknow.
 - 6. SECI, New Delhi.
 - 7. M/s Green Prairie Energy Private Limited and its Parent company M/s Evergreen Power Solutions Inc, USA.