



MES BUILDERS ASSOCIATION OF INDIA (REGD.)

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Ref. No.: MBAI/E-in-C/ 23 /2026

Dated : 04th May 2026

To,

Engineer in Chief's Branch
Kashmiri House,
Rajaji Marg,
New Delhi - 110011

Subject : REQUEST FOR GRANT OF RELIEF / EXTENSION ON ONGOING CONTRACTS DUE TO INTERNATIONAL CONFLICT SITUATION

Respected Sir,

1. Kindly refer this HQ letter No. MBAI/E-in-C/22/2026 dated 29th April 2026.
2. Copy of Office Memorandum No. 1/3/2026-PPD dated 29.04.2026 issued by the Government of India, Ministry of Finance, Department of Expenditure, New Delhi, along with relevant newspaper clippings pertaining to the invocation of force majeure in view of the prevailing geopolitical disturbances and ongoing conflict, are enclosed herewith for your kind perusal.
3. In view of the foregoing, it is most respectfully submitted that, in light of the unprecedented and unpredictable conditions leading to a substantial escalation in the cost of materials and labour, restricted / non availability of material and considering the invocation of force majeure by the Ministry of Finance, it is humbly requested that an appropriate and comprehensive policy may kindly be formulated and issued for the grant of escalation in respect of all ongoing works.

BRANCHES

AGRA AHMEDABAD ALLAHABAD AMBALA AMRITSAR ANDAMAN/NICOBAR BABINA BANGALORE BARAMULLA BAREILLY BARMER BARODA BARRACKPORE BATHINDA BELGAUM BHOPAL BHUJ BIKANER BINNAGURI CHABUA-MOHANBARI CHANDIGARH CHANDIMANDIR CHANDIPUR CHENNAI COCHIN COIMBATORE DEHRADUN DELHI DINJAN EZHIMALA FEROZEPUR GURDASPUR GUWAHATI GWALIOR GREATER HYDERABAD HISAR HASIMARA JABALPUR JAIPUR JAISALMER JALANDHAR JAMMU JAMNAGAR JHANSI JODHPUR JORHAT KANPUR KARGIL KARWAR KOLKATA KOTA LEH LIKABALI LUCKNOW MATHURA MEERUT MHOW MUMBAI NAGPUR NASIK PANJIM PATHANKOT PATIALA PUNE RANCHI ROORKEE SAUGOR SHILLONG SILCHAR SILIGURI SRINAGAR TENGA TEZPUR UDHAMPUR VASCO VISAKHAPATNAM WELLINGTON YOL



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.4. It is further most respectfully submitted that, wherever applicable under the force majeure provisions, an extension of time for a period of 2-4 months may kindly be considered and granted, so as to afford necessary relief to the builder fraternity in the prevailing circumstances.

With warm regards

Yours faithfully,

(G.S. Mago)
President
HQ, MES BAI

BRANCHES

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No.1/3/2026-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

709, Chandralok Building,
Janpath, New Delhi
29.04.2026

OFFICE MEMORANDUM

Subject: Force Majeure Clause (FMC).

Attention is invited to para 9.3.6 of the "Manual for Procurement of Goods, 2024", Para 10.4.9 of the "Manual for Procurement of Consultancy Services, 2025", para 9.4.10 of the "Manual for Procurement of Non-Consultancy Services, 2025", and para 7.4.4 of the Manual for Procurement of Works, 2025 issued by this Department, which is reproduced as under:

A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM. The firm must give notice of FM within a reasonable time as the conditions permit (say, not later than 14 days after its occurrence), and it cannot be claimed ex-post facto. There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may, at its option, seek to terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

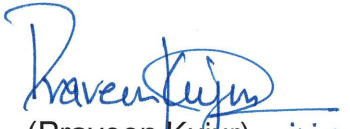
2. Attention is also drawn to para 9.3.3-3-a) of the "Manual for Procurement of Goods, 2024", para 10.4.1-3-a) of the "Manual for Procurement of Consultancy Services, 2025", para 9.4.2-3-a) of the "Manual for Procurement of Non-Consultancy Services, 2025" and para 7.4.5-1-a) of the "Manual for Procurement of Works, 2025". The referred Manuals recognize delays in delivery in completion of contractual obligations on account of Force Majeure event for which the supplier, consultant,

service provider and contractor is not at fault. In such cases the delivery period and/ or completion period needs to be re-fixed without imposing any penalty on the supplier/ consultant/ service provider/ contractor (i.e., without LD and without a denial clause) after following due procedure mentioned under para 1 above.

3. While the term "War" is defined as an event triggering *Force Majeure* as stated above, for ample clarity it is to reiterate that the ongoing West Asia situation should be treated as war. In cases where disruptions arising from the prevailing West Asia situation have directly affected, or consequentially impacted contractual obligations (for goods and services contracts, construction/ works contracts with Government Agencies), the procuring entities may invoke Force Majeure.

4. In such an event, date for completion of contractual obligations which had to be completed on or after 28th February 2026 may be extended for a period of not less than two months and not more than four months without imposition of any cost or penalty on the contractor. The period of extension (between two and four months) may be decided by the procuring entity after due examination on a case-to-case basis, while determining the admissibility of such claims under the Force Majeure and following the due procedure stipulated above.

5. It is clarified that invocation of Force Majeure shall be considered valid only where the parties to the contract were not in default of their contractual obligations as on 27th February 2026. It is further clarified that invocation of Force Majeure does not absolve all non-performances of a party, but only such non-performances as are directly attributable to disruptions caused by the prevailing West Asia situation. It may be noted that all contractual obligations shall revive upon completion of the period.


(Praveen Kujur) 29/4/26

Under Secretary to the Government of India

Tel: 23733771

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To

Secretaries of all Central Government Ministries/ Departments

Disruptions Could Continue

►► From Page 1

“Over the past few months, the industry has been dealing with component shortages, logistics delays and tighter export controls, all of which are beyond the control of domestic manufacturers but directly affecting delivery timelines,” said Smit Shah, president, Drone Federation of India.

Industry executives warned that the disruptions could continue

well beyond four months, given the demand backlog and pressure on cargo hubs. In some cases, suppliers of critical components such as computing modules and cameras have not only doubled delivery timelines but also increased prices by more than 200%.

Prices of certain edge computing modules have surged 215% and delivery deadlines have been increased from three to six months, according to the executives.

10% more than the...
NO PENALTIES FOR 2-4 MONTHS OF DELAY

Force Majeure Enabled for Govt Deals Hit by West Asia Conflict

Extension to be given on case-by-case basis by govt procurers; only for cos that hadn't defaulted by Feb 27

Manu Pubby

New Delhi: The finance ministry has authorised invocation of force majeure for government contracts affected by the West Asia conflict, saying the situation should be treated as war, offering relief to companies such as drone manufacturers which have been severely impacted by supply chain disruptions since the launch of the US-Israeli strikes against Iran on February 28.

The move shields companies from penalties for missing deadlines by two to four months.

Force majeure refers to a provision which frees a party from a contractual obligation in the event of unexpected circumstances like war. "In cases where disruptions arising

Contractual Reprieve

MAJOR RELIEF FOR DEFENCE, DRONE COS THAT HAVE BEEN HIT HARDEST

Cos had feared imposition of 'liquidated damages'



Cos hit by double whammy of high costs, delayed deliveries

SUPPLY OF ELECTRONIC PARTS DELAYED FROM THREE TO SIX MONTHS

Supplies from Israel hit, UAE cargo hubs clogged



Since all contracts of defence sector cos are with govt entities, industry bodies had been seeking force majeure relief

from the prevailing West Asia situation have directly affected, or consequentially impacted contractual obligations (for goods and services contracts, construction/works contracts with Government Agencies), the procuring entities may invoke Force Majeure," said a finance ministry order.

The relief comes with the condition that the extended period of delivery may be two to four months and

can only be given to companies that were not in default of their obligations as on February 27. Extension will only be given on a case-by-case basis by the procuring entity.

The availability of components from Israel has been hit, according to people familiar with the matter, while disruptions in operations at the UAE's cargo hubs have delayed supplies from other parts of the world as well.

Since all contracts of defence sector firms are with government entities, industry bodies had been working hard to secure force majeure relief.

Disruptions Could Continue → 4

Photo of Hom