



भारत सरकार Government of India  
रेल मंत्रालय Ministry of Railways  
(रेलवे बोर्ड Railway Board)



No. 2022/CE-I/CT/GCC-2022/POLICY/PT.I (3471671) New Delhi, dated: 22.05.2026


To  
As per Standard list,

**Sub: Force Majeure Clause (FMC)**

A copy of Office Memorandum No. 1/3/2026-PPD dated 29.04.2026 of Ministry of Finance, Department of Expenditure on the above subject is enclosed herewith for information and compliance. This order shall apply mutatis mutandis on Railways also.

2. This issues with the concurrence of the Finance Directorate and approval of Board (MI, MF).

DA:- As above.

  
22/05/26  
(किशन रावत)

निदेशक सिविल इंजीनियरिंग (जी)  
रेलवे बोर्ड

[Rly No. 030-47598, MTNL No. 011-23047598]  
e-mail address: padcegrb@gmail.com, dceg@rb.railnet.gov.in

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. Dy Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

**LIST FOR DISTRIBUTION (2022/CE-I/CT/GCC-2022/POLICY/PT.I) New Delhi, dated: 22.05.2026)**

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

**(A)**

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

**(B)**

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director General, IRICEN, Pune – 411 001 (Maharashtra)
4. Director General, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director General, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar)
7. Director General, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

**(C)**

1. CMD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076
2. CMD, IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. CMD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1<sup>st</sup> Floor, Bhikaji Cama Place, New Delhi
5. CMD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001
7. MD, DFCCIL, 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. Chairman, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003
11. CME, IROAF, 12<sup>th</sup> Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. CMD, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043

**Copy to:**

**(A)**

1. General Secretary, IRCA, DRM Office, New Delhi
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

**(B)**

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Adv./MR, EDPG/MR, OSD/MR, OSR(Co-ord)/MR
3. Chief Vigilance Officers, All Indian Railways
4. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), EDCE(P), PED/Safety, PED/Gati Shakti, EDTK(M&MC), EDCE(B&S), EDF(X), ED/GS(Civil-I), ED/GS(Civil-II), ED/GS(Civil-III), ED/GS(Elect.), ED/GS(S&T), ED/GS/SD, EDW(Plg.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(EDRS(G), EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

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

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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.*

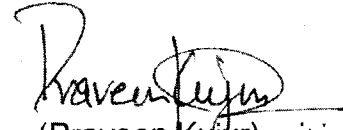
2. Attention is also drawn to para 9.3.3-3-a) of the "Manual for Procurement of Goods, 2024", para 10.4.1-3-a) of the "Manual for Procurement of Consultancy Services, 2025", para 9.4.2-3-a) of the "Manual for Procurement of Non-Consultancy Services, 2025" and para 7.4.5-1-a) of the "Manual for Procurement 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 28<sup>th</sup> 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 27<sup>th</sup> 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

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To

Secretaries of all Central Government Ministries/ Departments