

RTI REQUEST DETAILS**Registration No. :** PGCIL/R/E/21/00024 **Date of Receipt :** 13/01/2021**Type of Receipt :** Online Receipt **Language of Request :** English**Name :** Parth Desai **Gender :** Male**Address :** B/1002, 10th Floor, Kaushambi Apartment,, C.G.Road, Paldi,,
Ahmedabad, Pin:380007**State :** Gujarat **Country :** India**Phone No. :** +91-9913005570 **Mobile No. :** +91-9913005570**Email :** parth.desai321@gmail.com**Status(Rural/Urban) :** Urban **Education Status :** Above Graduate**Is Requester Below Poverty Line ? :** No **Citizenship Status :** Indian**Amount Paid :** 10) **Mode of Payment :** Payment Gateway**Does it concern the life or Liberty of a Person ? :** No(Normal) **Request Pertains to :****Information Sought :**

Dear Sir,
I refer to the Ministry of Finance (MOF) notification vide its No. F 18/4/2020-PPD dated 19th February 2020 titled -Force Majeure Clause (FMC)- (Copy Attached).

The Notification issued directions to Secretaries of all Central Government Ministries /Departments to consider the disruption of the supply chains due to spread of corona virus in China or any other country to be considered as Force Majeure Clause (FMC) wherever considered appropriate.

With respect to this notification dated 19th February 2020, I humbly request you to provide the following information:

- List of all the contracts and projects across India that have been granted time extension by Power Grid Corporation of India Limited and/or its subsidiaries on account of Covid-19 pandemic.
- Please provide the original scheduled completion date of such contracts and projects and the time-period for which additional time extension has been granted to such contracts and projects due to COVID-19 pandemic.

[Print](#) [Save](#) [Close](#)

No.F.18/4/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

Room No.512, Lok Nayak Bhavan,
New Delhi dated the 19th February, 2020.


OFFICE MEMORANDUM

Subject: Force Majeure Clause (FMC)

Attention is invited to para 9.7.7 of the "Manual for Procurement of Goods, 2017" issued by this Department, which is reproduced as under:

*A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like **anatural calamity**) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/ seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a 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 terminate the contract without any financial repercussion on either side.*

2. A doubt has arisen if the disruption of the supply chains due to spread of corona virus in China or any other country will be covered in the Force Majeure Clause (FMC). In this regard it is clarified that it should be considered as a case of natural calamity and FMC may be invoked, wherever considered appropriate, following the due procedure as above.


(Kotluru Narayana Reddy)
Deputy Secretary to the Govt. of India
Tel.No.24621305
Email: kn.reddy@gov.in

To,

Secretaries of all Central Government Ministries/ Departments