



सत्यमेव जयते

# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

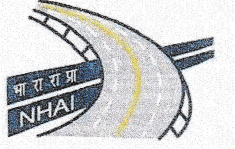
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

## National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 • G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष/Phone : 91-11-25074100 / 25074200



## भाराराप्रा/ नीति दिशानिर्देश / विविध दिशानिर्देश/2026 नीति परिपत्र सं. 18.124 / 2026 दिनांक 13<sup>th</sup> जून, 2026

{(ई-ऑफिस फाइल सं. NHA/COVID-19/RoadMap/CMD/2020 (कम्प्युटर सं. 5788 पर लिया गया निर्णय)}

### NHA/Policy Guidelines/Miscellaneous Guidelines /2026 Policy Circular No.18.124/ 2026 dated 13<sup>th</sup> June,2026

{(Decision taken on E-Office File No. NHA/COVID-19/RoadMap/CMD/2020(Comp No. 5788)}

**विषय:** राष्ट्रीय राजमार्ग कार्यों के लिए अप्रत्याशित घटना खंड (एफएमसी)।

**Sub:** Force Majeure Clause (FMC) for National Highway Works.

उपर्युक्त विषय पर सड़क परिवहन और राजमार्ग मंत्रालय (एमओआरटीएच) ने परिपत्र संख्या एनएच-24028/03/2026-एच दिनांक 05.06.2026 द्वारा व्यय विभाग के कार्यालय ज्ञापन संख्या 1/3/2026-पीपीडी दिनांक 29.04.2026 पर स्पष्टीकरण जारी किया है।

Ministry of Road Transport & Highways (MoRTH), vide Circular No. NH-24028/03/2026-H dated 05.06.2026, has issued clarifications on Department of Expenditure O.M. No. 1/3/2026-PPD dated 29.04.2026 on the subject.

2. सड़क परिवहन और राजमार्ग मंत्रालय (एमओआरटीएच) के उपरोक्त परिपत्र की प्रति अनुलग्नक-1 के रूप में अनुपालन हेतु संलग्न है।

A copy of the aforesaid Circular of MoRTH is enclosed at Annexure-1 for compliance.

3. यह सक्षम प्राधिकारी के अनुमोदन से जारी किया जाता है।

This issues with the approval of Competent Authority.

संलग्नक: यथोपरी।

Encl.: As stated above.

(सीएस. संजय कुमार पटेल/ CS. Sanjay Kumar Patel)

प्रभारी मुख्य महाप्रबंधक(समन्वय) (i/c) Chief General Manager (Coord.)

प्रति/ To:

भाराराप्रा मुख्यालय/आरओ/पीआईयू/सीएमयू/साइट कार्यालयों के सभी अधिकारी।

All Officers of NHA HQ/ ROs/ PIUs/ CMUs/ Site Offices.

प्रतिलिपि/ Copy to:

1. पुस्तकालय की साइट पर प्रकाशन के लिए पुस्तकालय को।  
Library for hosting the Circular on Library site.
2. परिचालन के लिए वेब एडमिन को।  
Web Admin for Circulation.
3. सचिव, सड़क परिवहन और राजमार्ग मंत्रालय के प्रधान निजी सचिव को सूचनार्थ।  
PPS to Secretary, MoRT&H for Kind Information.

No. NH-24028/03/2026-H  
GOVERNMENT OF INDIA  
MINISTRY OF ROAD TRANSPORT & HIGHWAYS  
(Highways Section)  
Transport Bhawan, 1, Parliament Street, New Delhi- 110001.

Dated: 05.6.2026

To,

1. The Chairman, National Highways Authority of India (NHAI), Dwarka, New Delhi
2. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110010
3. The Managing Director, National Highways & Infrastructure Development Corporation Limited (NHIDCL), Nauroji Nagar, New Delhi - 110029
4. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department dealing with National Highways
5. The Engineers-in-Chief and Chief Engineers of all States/ UTs Public Works Department dealing with National Highways
6. All Regional Officers of Ministry of Road Transport & Highways

**Subject: Force Majeure Clause (FMC) for National Highway Works reg..**

Sir,

Department of Expenditure has issued detailed clarification on Force Majeure Clause vide their OM no. 1/3/2026-PPD dated 29.04.2026 which states that ongoing West Asia situation should be treated as war and the procuring entities may invoke Force Majeure clause.

2. Accordingly for all BOT/TOT/InvIT works concessionaires can avail the relaxations under Force Majeure Clause vide dated 29.4.2026. However, it is clarified that since tolling remains continued on such stretches without any hinderance or likely substantial reduction in traffic flows, hence concessionaires are expected to ensure routine and regular maintenance of the work to keep the road in traffic worthy and safe condition as per IRC standards. Concessionaires may, however extend the obligation of renewal layer works for upto 6 months without any increase in the concession period.

3. It is further clarified for EPC/HAM/PBMC/all other maintenance contracts that if concessionaires are availing the relaxation circular for price adjustment issued vide circular of even no. dated 01.04.2026, 17.04.2026 and 25.04.2026, then Force Majeure Clause OM issued by DoE dated 29.4.2026 shall not be applicable. For avoidance of

doubt concessionaires may avail either the benefit of price adjustment beyond the terms of the Contract / Concession issued from time to time or the benefit of Force Majeure.

4. Force Majeure invocation shall be applicable from 29.04.2026 (as the circular for Force Majeure has been issued by Government on 29.04.2026) till 30.06. 2026. Also it is to clarify that there will be no increase in concession period in BOT/TOT/InvIT contracts as user fee collection is not impaired.

5. This issue with the approval of Competent Authority.

Digitally signed by Yours faithfully,  
SHOBA BASIL

Date: 05-06-2026

17:01:11

(Shoba Basil)

Under Secretary to Govt of India

Telephone :- 011-23714001

Email: - planningmorth@gmail.com

**Copy to:**

1. All Technical Officers at MoRTH Headquarters
2. Secretary General, Indian Roads Congress
3. Director, IAHE
4. SE (S&R)
5. NIC - with the request to upload on MoRTH website

**Copy for information to:**

1. Sr. PPS to Secretary (RT&H)
2. Sr.PPS to DG(RD)&SS
3. Sr. PS to AS&FA
4. PPS to All ADGs



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.*

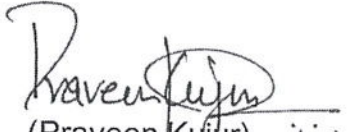
2. Attention is also drawn to para 9.3.3-3-a) of the "Manual for Procurement of Goods, 2024", para 10.4.1-3-a) of the "Manual for Procurement of Consultancy Services, 2025", para 9.4.2-3-a) of the "Manual for Procurement of Non-Consultancy Services, 2025" and para 7.4.5-1-a) of the "Manual for Procurement 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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Email: praveen.kujur@nic.in

To

Secretaries of all Central Government Ministries/ Departments

