



THE PLASTICS EXPORT
PROMOTION COUNCIL

दि प्लास्टिक एक्सपोर्ट प्रमोशन कौन्सिल

(भारत सरकार, वाणिज्य एवं उद्योग मंत्रालय, वाणिज्य विभाग द्वारा प्रायोजित)

THE PLASTICS EXPORT PROMOTION COUNCIL

(Sponsored By The Ministry Of Commerce & Industry, Deptt. Of Commerce, Government Of India)

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Date: 06 May 2026

To

All Members of Plexconcil / COA Members

Dear Sir/Madam,

Subject: Regarding Force Majeure Clause (FMC)

We wish to inform you that the Government of India, Ministry of Finance (Department of Expenditure, Procurement Policy Division), has issued an **Office Memorandum (OM) No. 1/3/2026-PPD dated 29.04.2026** regarding Force Majeure Clause (FM) mentioned in Manual for Procurement of Goods Second Edition 2024 at para 9.3.6, Manual for Procurement of Consultancy Services, Second Edition 2025 at Para 10.4.9, Manual for Procurement of Non-Consultancy Services, 2025 at Para 9.4.10 and Manual for Procurement of Works, Second Edition 2025 at Para 7.4.4. issued by the 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.

As mentioned in OM, 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.

For official Memorandum, please click here https://membership.plasticsep.c.org/mails_images/20260505032415.pdf

Concern members are requested to carefully review their obligations and, where applicable, invoke the FM clause in line with the above guidelines,

Information on following Manual's is available for download :

Manual for Procurement of Goods, 2024

https://membership.plasticsepc.org/mails_images/20260506120519.pdf

Manual for Procurement of Consultancy Services, 2025

https://membership.plasticsepc.org/mails_images/20260506115606.pdf

Manual for Procurement of Non-Consultancy Services, 2025:

https://membership.plasticsepc.org/mails_images/20260506115632.pdf

Manual for Procurement of Works, 2025:

https://membership.plasticsepc.org/mails_images/20260506115656.pdf

This is for your information.

With regards,

Plexconcil Team