No. 283/47/2026-GRID SOLAR

भारत सरकार / Government of India

नवीन और नवीकरणीय ऊर्जा मंत्रालय/ Ministry of New & Renewable Energy (MNRE)

Atal Akshay Urja Bhawan
Lodi Road, New Delhi – 110003
Dated: 21st August 2026

Subject: Advisory for extension of timelines for implementation of renewable energy (RE) power projects due to 'Force Majeure' - reg.

1. In view of various representations received in MNRE seeking time-extension / other reliefs, on account of West Asia situation and in light of O.M. No.1/3/2026-PPD dated 29th April 2026 issued by Department of Expenditure, Ministry of Finance, MNRE, vide its letter no. 283/47/2026-GRID SOLAR dated 06.07.2026, issued an advisory to Renewable Energy Implementing Agencies (REIAs) and States/UTs, wherein MNRE had requested REIAs and Power/ Energy/ Renewable Energy Departments of State/UT Governments and Organisations/ Agencies thereunder, as follows:

   While dealing with requests from renewable power developers seeking time-extension for implementation of their renewable power projects, citing delay in implementation of renewable power projects due to disruptions on account of West Asia situation, the Renewable Energy Implementing Agencies (REIAs) and State/UT Governments and Agencies thereunder, are hereby advised to duly take into consideration, the aforesaid O.M. No. 1/3/2026-PPD dated 29th April 2026 issued by Department of Expenditure, Ministry of Finance, and decide on such requests accordingly.

2. Subsequently, further representations have been received in MNRE, seeking blanket extension of project timelines for affected Renewable Energy projects, citing advisory issued by the Ministry of Housing and Urban Affairs (MoHUA) vide its Letter No. O-17024/66/2018-HOUSING-UD/E-9042100 dated 31.07.2026 to Chairpersons of all Real Estate Regulatory Authorities, wherein citing O.M dated 29th April 2026 issued by Department of Expenditure, Ministry of Finance, Regulatory Authorities have been advised that they may issue suitable orders or directions for grant of extension of registration and corresponding completion timelines of registered real estate projects whose completion date, revised completion date or extended completion date falls on or after 28 February 2026, for a period of four months.

3. The matter has been examined in MNRE and following has been noted / decided:

   a. The Standard Bidding Guidelines for procurement of renewable power (solar / wind/ hybrid / FDRE), issued under Section 63 of the Electricity Act, 2003, provide that Power Purchase Agreement (PPA) shall contain provisions with regard to Force Majeure definitions, exclusions, applicability and available relief on account of force majeure as per the Industry Standards.

   b. Generally, the Force Majeure clause in PPAs, includes "war" as a Force Majeure event.

   c. Department of Expenditure, Ministry of Finance, vide its O.M. No. 1/3/2026-PPD dated 29th April 2026, has clarified that West Asia situation should be treated as war and provided for time-extension on account of West Asia situation, upto four months.

d. Renewable Energy Implementing Agencies (REIAs), namely Solar Energy Corporation of India Limited (SECI), NTPC Limited, NHPC Limited and SJVN Limited and Power/ Energy/ Renewable Energy Departments of State/UT Governments and Organisations/ Agencies thereunder, are hereby advised as follows:

In line with Force Majeure provisions in the Power Purchase Agreements (PPAs) and as per the contractual provisions and procedure for seeking relief under Force Majeure provisions in the PPA, the REIAs/ the concerned RE power procuring agencies/ entities, may consider granting time-extension in Scheduled Commencement of Supply Date (SCSD)/ Scheduled Commissioning Date (SCD) for such renewable energy (RE) power projects whose SCSD/SCD or extended SCSD/SCD falls on or after 28th February 2026, for a period of upto four months.

4. This issues with the approval of Hon'ble Minister (NRE).

Yours faithfully,

21/02/26

(Mohd Azmal Mansoori)
Scientist 'C'
Email: azmal.mnre@gov.in

To

1. MD/CMD of all Renewable Energy Implementing Agencies – namely Solar Energy Corporation of India Limited (SECI), NTPC Limited, NHPC Limited and SJVN Limited

2. Addl. Chief Secretaries / Pr. Secretaries / Secretaries of Power / Energy / Renewable Energy Departments of State Governments/ UT Govts./ Administrations

Copy to:

1. NIC, MNRE, for hosting on MNRE's website for dissemination of information

2. The Secretary, Ministry of Power, with a request to issue orders for similar relief to the affected renewable power project developers to the extent of force majeure declared for:
   a. **Providing/Extending GNA/Connectivity without any penalty; &**
   b. **Continuation of ISTS waiver/concession for the extended project period**

3. The Chairperson, Central Electricity Authority (CEA)

4. The Secretary, Central Electricity Regulatory Commission (CERC)

5. COO, CTUIL, with a request to take similar action on GNA/connectivity.

<u>Copy for internal circulation to:</u>

1. PS to Hon'ble Minister (NRE)
2. PS to Hon'ble MoS (NRE)
3. Sr. PPS to Secretary, MNRE
4. All Group Heads and Division Heads in MNRE

No. 283/47/2026-GRID SOLAR

भारत सरकार / Government of India

नवीन और नवीकरणीय ऊर्जा मंत्रालय/ Ministry of New & Renewable Energy (MNRE)

Atal Akshay Urja Bhawan
Lodi Road, New Delhi – 110003
Dated: 6th July 2026

To

1. MD/CMD of all Renewable Energy Implementing Agencies – namely Solar Energy Corporation of India Limited (SECI), NTPC Limited, NHPC Limited and SJVN Limited

2. Addl. Chief Secretaries / Pr. Secretaries / Secretaries of Power / Energy / Renewable Energy Departments of State Governments/ UT Govts./ Administrations

Sub: Delay in implementation of renewable power projects on account of disruptions arising from West Asia situation – reg.

Sir/ Madam,

Department of Expenditure, Ministry of Finance, vide its O.M. No.1/3/2026-PPD dated 29th April 2026 (copy enclosed) has inter alia stated as follows:

> *"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.*
>
> *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.*
>
> *It is clarified that the 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 the 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.*

2. The undersigned is directed to request Renewable Energy Implementing Agencies (REIAs), namely Solar Energy Corporation of India Limited (SECI), NTPC Limited, NHPC Limited and SJVN Limited and Power/ Energy/ Renewable Energy Departments of State/UT Governments and Organisations/ Agencies thereunder, as follows:

> ***While dealing with requests from renewable power developers seeking time-extension for implementation of their renewable power projects, citing delay in implementation of renewable power projects due to disruptions on account of West Asia situation, the Renewable Energy Implementing Agencies (REIAs) and State/UT Governments and Agencies thereunder, are hereby advised to duly take into consideration, the aforesaid O.M. No. 1/3/2026-PPD dated 29th April 2026 issued by Department of Expenditure, Ministry of Finance, and decide on such requests accordingly.***

3. This issues with the approval of Secretary, MNRE.

Sanjay Gorelal Karndhar

Digitally signed by Sanjay Gorelal Karndhar
Date: 2026.07.06 10:37:29 +05'30'

(Sanjay G. Karndhar)
Scientist-E
Email: karndhar.sg@nic.in

Copy for internal circulation to:

1. Sr. PPS to Secretary, MNRE
2. All Group Heads and Division Heads in MNRE

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 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 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

(Praveen Kujur)
Under Secretary to the Government of India
Tel: 23733771
Email: praveen.kujur@nic.in

To

Secretaries of all Central Government Ministries/ Departments