Invocation of Force Majeure Clause [FMC]

The disruption due to spread of corona virus will be covered in the Force Majeure Clause [FMC] as a case of natural calamity and may be invoked wherever considered appropriate following due procedure. As the disruptions on account of this pandemic have impa"rred the fulfilment of contractual obligations, the parties to the contract are allowed to invoke FMC by giving notice of Force Majeure as soon as it occurs.

Therefore, after fulfilling due procedure and wherever applicable, parties to the contract may invoke FMC for all contracts with Space Applications Centre, Ahmedabad where the date for completion of contractual obligations was on or after 20th February 2020. The invocation of FMC would be held valid only in a situation where the parties to the contract were not in default of the contractual obligations as on 19th February 2020. Besides this, invocation of FMC does not absolve all non-performances of a party to the contract but only in respect of such non-performances as is attributable to a lockdown situation or restrictions imposed under any Act or executive order of the Government/s on account of COVID-19 global pandemic.