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# **8. Disruption Costs**

The Contractor has also incurred **Acceleration Costs** arising from measures taken to mitigate Employer-caused delays and to maintain progress despite denial or delay of Extension of Time (EOT) approvals. Unlike prolongation (time extension) or disruption (inefficiency), this head relates to **premiums paid to accelerate performance** to avoid exposure to liquidated damages and to meet contractual milestones.

# **9. Acceleration Costs**

We further submit a claim for **Acceleration Costs**, incurred due to the Employer’s delays and the lack of timely EOT relief. To mitigate exposure to liquidated damages and maintain project progress, the Contractor implemented acceleration measures, including overtime, additional plant deployment, and compressed work schedules.

These measures, while necessary, resulted in additional expenditure estimated between **INR 15–35 crores**, as detailed in Appendix I of the enclosed Claim Evaluation Note. The claim is founded on contractual provisions and recognized under Indian law, as well as supported by contemporaneous records of overtime, resource deployment, and site instructions.

# **10. Extended Bond, Insurance, and Guarantee Costs**

We further include a claim for **Extended Bond, Insurance, and Guarantee Costs**, incurred due to the prolonged project duration arising from Employer defaults. The Contractor was contractually required to extend performance bonds, advance payment guarantees, and project insurance policies (including Contract Works and Third-Party Liability) beyond their original validity, resulting in additional costs estimated between **INR 6–12 crores**. Supporting evidence, including policy renewal certificates and premium invoices, is provided in Appendix J of the enclosed Claim Evaluation Note.

# **11. Escalation Beyond Contract Provisions**

# **12. Environmental and Regulatory Compliance Costs**

We also submit a claim for **Environmental and Regulatory Compliance Costs**, which became payable due to the prolonged project duration. The Contractor was required to extend borrow area permits, maintain environmental monitoring, and comply with MoEFCC reporting and enforcement actions throughout the extended period. These obligations, not foreseen at Contract inception, resulted in additional expenditure estimated between **INR 7–18 crores**, as supported by regulatory correspondence and payment records (Appendix K).

# **13. Idle Time and Standby Costs for Subcontractors**

We further submit a claim for **Idle Time and Standby Costs for Subcontractors**, arising from prolonged delays and fragmented site availability. Subcontractors, having mobilized their resources in accordance with approved schedules, were compelled to remain on standby due to Employer defaults. The Contractor, under its back-to-back obligations, incurred additional costs estimated between **INR 12–25 crores**, supported by subcontractor invoices, certified claims, and contemporaneous correspondence (Appendix L).

# **14. Claims for Variations and Change of Scope as Prolongation Drivers**

We also submit a claim under **Variations and Change of Scope**, arising from Employer-instructed modifications such as introduction of unforeseen structures and piecemeal changes to the Scope of Works. These events caused both direct additional costs and prolongation impacts, collectively valued between **INR 25–60 crores**, supported by approvals, correspondence, and computations included in Appendix M of the enclosed Claim Evaluation Note.

# **15. Interest on Delayed Payments (Beyond Financing Costs)**

We further include a claim for **Interest on Delayed Payments**, separate from financing costs. The Employer’s failure to release certified amounts within the stipulated timeframes has caused substantial financial loss. Based on actual payment delays and prevailing commercial interest rates, the additional entitlement is estimated between **INR 12–18 crores**, as supported by schedules and bank statements provided in Appendix N of the enclosed Claim Evaluation Note.

### **16. Consequential Losses (Subject to Contractual Allowance)**

Finally, we place on record our claim for **Consequential Losses**, arising from Employer-caused prolongation that prevented the Contractor from pursuing alternative projects and business opportunities. These indirect but foreseeable losses, estimated between **INR 10–20 crores**, are recoverable under Section 73 of the Indian Contract Act, 1872, subject to the Contract not containing any exclusion of consequential damages. Supporting evidence is detailed in Appendix O.