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|  | **Original text** | **Shortcomings** | **Inconsistencies** | **Suggested revised text** |
| 1 | The Contract Price agreed between the Parties, was based on the various conditions of the Contract, Scope of Work and the Schedule for Completion of the Project agreed between the Parties. | Generic statement; doesn’t cite clauses; repetitive. | No direct link to prolongation entitlement. | The Contract Price was based on timely Employer performance under Clauses [..] (Site handover, Scope) and the 22‑month schedule ending August 2023. |
| 2 | The Contract document contained promises, representations and warranties… strict warnings for the Contractor to adhere… | Overly narrative; legalistic tone but no clause references; repeats points. | Doesn’t align with cover letter framing. | Under the Contract, Employer undertook obligations to provide Site and approvals, while Contractor was required to adhere to the completion schedule. |
| 3 | Contractor, in view of the tight schedule… mobilized resources… | Good factual setup but lacks dates/figures. | Not cross‑referenced to resource logs. | The Contractor mobilized full resources (plant, manpower) from [date] onwards in reliance on Employer commitments, as recorded in monthly reports [refs]. |
| 4 | The progress of the Works could not be achieved, primarily due to failure of the Employer to hand over the Site… | Needs causal link to critical path; broad statement. | Cover letter lists similar reasons; must align. | Progress was critically delayed due to Employer failures including (a) Site handover, (b) utility shifting, (c) scope finalization, and (d) delayed design release, all impacting the critical path. |
| 5 | The time required for completion of the Works… increased from 22 months to more than 46 months… likely time for completion may exceed more than a year… | Numbers inconsistent with cover letter (24 months / 18 months more). | Date mismatches create inconsistency with submission letter. | The completion period has extended from 22 to over 46 months, with likely further 12–18 months required, subject to Employer removing hindrances. |
| 6 | The Site setup provided at the Site, indirect cost and overheads… repeated sentence. | Repetitive; poor drafting; lacks clarity. | Same sentence repeated twice. | The Contractor maintained Site setup, indirect costs, and overheads throughout both the original and extended periods. |
| 7 | In fact, the plant and equipment deployed at the Site were in excess… | Assertion without figures; no mitigation reference. | Cover letter doesn’t mention this. | Plant and equipment deployed exceeded planned levels due to inability to demobilize; logs and cost schedules are in Appendix A. |
| 8 | With the present submission Contractor is presenting evaluation of such additional costs… from 1st September 2023 till June 2025. | Repetitive; lacks clause reference. | Cover letter says 'since inception till June 2025'. | This Claim evaluates additional costs incurred from 1 September 2023 to 30 June 2025 pursuant to Clause [8.5], with ongoing costs reserved. |
| 9 | Additional Cost of Plant and Equipment – retained 22 months… | No total given in text; refers only to Appendix; lacks causal link. | Not reconciled to INR 451.47 crores summary. | Retention of owned and hired assets for 22 months incurred costs of INR [xx], detailed in Appendix A, arising directly from Employer delays. |
| 10 | Additional Cost of Labour – retained skilled workers… | Good justification but lacks figures, cost/month, mitigation attempt. | Cover letter doesn’t mention labour cost separately. | Retention of skilled labour at average INR [x] per month was necessary due to scarce availability; mitigation included reducing unskilled staff; see Appendix B. |
| 11 | Increase in Cost of Materials – quantities blank (--- metric ton). | Incomplete data; credibility risk. | Cover letter silent on materials cost. | Material costs increased due to higher quantities (1.0m MT foreseen vs 1.5m MT actual) and price escalation; see Appendix C. |
| 12 | Additional Indirect Costs and Overheads… | Acceptable but vague on formula; HOH entitlement often disputed. | Cover letter just totals; not cross‑referenced. | Indirect site and HO overheads extended 22 months; calculation based on [method], see Appendix D. |
| 13 | Additional Financing Costs – 'calculated at a interest rate of' [blank]. | Critical missing data; undermines claim. | Cover letter mentions financing costs only generally. | Financing costs calculated at [bank rate]% p.a. on average outstanding INR [xx], as per Appendix E. |
| 14 | Loss of Profit Earning – claim for lost opportunities… | Highly contestable; no Hudson/Emden formula or evidence. | Cover letter doesn’t mention this. | Loss of profit opportunity quantified at INR [xx] using Hudson Formula, supported by market data (Appendix F). |
| 15 | Additional Interest payment on delayed recovery of the Advances… | Confusing drafting; incomplete sentence; no figures. | Cover letter doesn’t mention this head. | Additional interest due to delayed advance recovery quantified at INR [xx]; evaluation in Appendix [..]. |
| 16 | Other Costs… | Vague; needs examples; no totals. | Cover letter doesn’t mention. | Other verified prolongation-related costs (resequencing, admin) totaling INR [xx]; invoices in Appendix G. |
| 17 | Conclusion – Total 451.47 crores; interest at Market Rate… | Market Rate undefined; no clause reference; weak closing. | Cover letter also mentions 451.47 but no breakdown. | Total claim is INR 451.47 crores as of June 2025, exclusive of ongoing costs. We seek determination and reserve rights to update. |
| **Para No.** | **Original Text** | **Shortcomings** | **Inconsistencies** | **Suggested Revised Text** |
| 1 | We refer to our letters seeking Extension of Time … till 30th June 2025. | Confusing sentence; vague wording; lacks clause reference. | Period stated as inception–June 2025 vs claim note Sept 2023–June 2025. | We refer to earlier letters … submit claim for compensation … for the period 1 Sept 2023 to 30 June 2025 under relevant Contract Clauses. |
| 2 | A perusal of our letter seeking Extension of Time … repeated changes to the Scope … | Archaic phrasing; delays not tied to contract clauses. | Causes overlap but not aligned with claim note heads. | As detailed in our EOT claim, principal causes: failure to provide ROW … delays in trees/utilities … scope changes … approval delays. |
| 3 | It is pertinent to note … 58% MCW … 46% SR not available … 25% MCW not handed over … | Factual but unsupported; lacks references. | Site % figures not cross-referenced with claim note appendices. | At original completion date, 58% MCW and 46% SR unavailable; by Jan 2025, 25% MCW still pending. Supported by site possession records (Appendix H). |
| 4 | Execution of the Works … prevented due to default … utility, tree cutting … | Emotive phrasing; lacks causal link. | Not aligned with claim note heads. | Execution delayed due to Employer’s default in utilities, tree removal, scope approvals, and design delays (Contract Clauses [x], [y]). |
| 5 | In view of the reasons … Contractor is entitled … | Assertion without contractual/legal basis. | Cover letter says 'all consequences'; claim note lists heads. | Accordingly, under Clauses [8.4, 8.5, 20.1], Contractor is entitled to compensation for prolongation costs. |
| 6 | A brief narration … request for payment … INR 451.47 crores. | States total but no breakdown. | Inconsistent with claim note breakdown. | A brief summary is attached. Total prolongation costs for 1 Sept 2023–30 June 2025: INR 451.47 crores across multiple heads. |
| 7 | You will appreciate … Works foreseen … extended by more than 24 months … | Overly emotive; vague prediction; mismatch with claim note. | Cover: '18 months more'; Claim note: 'more than a year'. | Contract originally 22 months, now beyond 46 months. Completion requires at least 12 more months. Delays unforeseeable at tender stage. |
| 8 | Needless to mention … incurred additional costs … may not be possible to sustain progress. | Emotive; no mitigation evidence; weakens tone. | Suggests financial distress; absent in claim note. | Contractor incurred substantial costs incl. financing. Delays have created significant deficits; interim relief needed to sustain progress. |
| 9 | We therefore, request … interim relief of INR 250 crore … | Unjustified request; no breakdown; lacks contractual basis. | Claim note doesn’t explain why INR 250 crore. | We request interim relief of INR 250 crores (≈55% of claim), apportioned to plant/labor retention and overheads/financing. To be adjusted later. |
| 10 | We request an early action in the matter. | Brief closing; no reservation of rights. | No invitation to discuss; no reservation of rights. | We invite early discussions and request response within 14 days. Rights reserved under Contract and law. |