

Delay Analysis & EOT Advisory

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Audience: EPC Contractors, Infrastructure Owners, PMCs, Legal Counsel, Project Directors

The Problem with Most Delay Analysis

Every day of unsubstantiated delay on an EPC megaproject represents liquidated damages exposure, weakened entitlement, and a deteriorating dispute position. Under FIDIC Sub-Clause 20.1, a single missed notice — 28 days from awareness — can forfeit millions in EOT entitlement before a claim is even drafted.

The financial consequences are not abstract: LD exposure continues to accrue, entitlement is time-barred, cost absorption falls on the contractor, and arbitration risk escalates — often measured in tens of millions of rupees.

Most delay analysis fails not because the methodology is wrong, but because it is disconnected from contractual reality. Generic consultants analyse schedules in isolation. Legal firms understand clauses but have never administered a live contract. The gap between them produces analysis that looks credible on paper but collapses under tribunal scrutiny.

Why This Matters on FIDIC Projects

FIDIC contracts impose strict procedural requirements that most delay analysis does not properly address. Sub-Clause 8.4 defines EOT entitlement — but entitlement is forfeited if Sub-Clause 20.1 notice procedures are not followed. Delay is not primarily a scheduling problem. It is a contractual problem, and the analysis must reflect that.

Failure Mode	Financial Impact	Root Cause
Late notice under Sub-Clause 20.1	Complete loss of entitlement	No awareness-date tracking system
Weak contemporaneous records	Claim rejected, LD exposure continues	No structured documentation protocol

Failure Mode	Financial Impact	Root Cause
Wrong methodology	Claim overturned by Engineer or DAB	Methodology chosen for convenience, not contract alignment
Unaddressed concurrent delay	Reduced entitlement, apportionment disputes	No systematic approach to multiple delay streams
No programme linkage	Claim lacks credible causation evidence	Programme not maintained as a live management tool

Our Approach

Methodologies are tools, not identities. The right methodology is selected based on the project's contract form, the quality of available records, and where the analysis sits in the dispute trajectory — not based on what is easiest to produce.

Methodology	Best For	Key Requirement
Impacted As-Planned	Single-cause delays, early assessment	Reliable baseline programme
Time Impact Analysis	Complex projects, multiple delay events	Detailed programme updates
Window Analysis	Concurrent delay, long-duration projects	Time-segmented programme data
As-Built vs As-Planned	Retrospective identification, simpler cases	Comprehensive as-built records

The starting point is always an assessment of the project's records, contract form, and claim history. The analysis is then structured to withstand scrutiny at every level — Engineer's determination, DAB or DAAB reference, and international arbitration.

Evidence Hierarchy

Evidence quality determines claim outcome, not analysis sophistication alone. The following hierarchy governs how contemporaneous records are structured and compiled.

Priority	Evidence Type	Weight
1	Contemporaneous daily site records	High
2	Site instructions and Engineer correspondence	High
3	Programme updates showing delay impact	High
4	Weekly and monthly progress reports	Medium

Priority	Evidence Type	Weight
5	Meeting minutes	Medium
6	Photographs and site records	Medium
7	Expert analysis	Supporting

Proposed Advisory Services

The following engagement structures represent how InfraMind EPC delay analysis and EOT advisory services are designed to operate. No client engagements are currently active — these are proposed models available for discussion and scoping.

Delay Analysis & EOT Claims Preparation

Full delay analysis using recognised methodologies, EOT claim preparation under FIDIC 1999 and 2017, and complete contemporaneous records compilation. Covers delay event identification and sequencing, baseline programme comparison, critical path analysis, delay impact quantification, Sub-Clause 20.1 notice preparation, and full claim submission package.

Proposed timeline: 4–8 weeks, subject to claim complexity and records quality.

Concurrent Delay Analysis & Programme Forensics

Apportionment of responsibility for concurrent delays, forensic programme review, dominant cause analysis, but-for test application, baseline programme assessment, logic link verification, float analysis, and programme integrity assessment.

Proposed timeline: 3–6 weeks.

Arbitration & Dispute Support

Expert report preparation, factual witness statement support, cross-examination preparation, document review and analysis, and tribunal submission support for ICC, DIAC, SIAC, and LCIA proceedings.

Proposed timeline: 8–24 weeks, subject to proceeding complexity.

Counter-Claim Defence

Defence preparation against Employer's Claims under FIDIC 1999 and 2017 — claim analysis and assessment, defence strategy development, evidence compilation, counter-claim preparation, and hearing support.

Proposed timeline: 4–8 weeks.

The FIDIC Advantage

The analysis offered through InfraMind EPC is grounded in clause-level understanding earned through daily contract administration on FIDIC-governed megaprojects, with direct personal experience of how dispute bodies evaluate evidence and how tribunals test causation narratives under cross-examination.

Key Entitlement Clauses — FIDIC Yellow Book 1999

Clause	What It Means	Risk If Ignored
Sub-Clause 8.4	EOT entitlement for qualifying delay events — variations, Employer delay, unforeseeable conditions, exceptional events	Inadequate records, no entitlement
Sub-Clause 20.1	Notice within 28 days of awareness. Detailed claim within 42 days. Monthly updates during ongoing delay.	Late notice — complete forfeiture
Sub-Clause 20.2	Employer's Claims procedure and time-bar	Weak defence, cost absorption
Sub-Clause 8.5	Delays caused by authorities and utility agencies	Unrecorded, unrecovered
Sub-Clause 4.12	Unforeseeable physical conditions	Undocumented, absorbed cost

FIDIC 2017 — Key Changes and Their Impact

Change	Impact on Delay Analysis
Claims procedure moved to Clause 20.2	Updated reference structure for submissions
DAAB replaces DAB — standing board, avoidance mandate	Earlier dispute intervention required; analysis must be defence-ready sooner
Engineer makes initial determination; DAAB reviews if disputed	Two-tier scrutiny — analysis must withstand both layers
Notice period unchanged at 28 days	Same discipline required. No relaxation.

FIDIC 2017 demands faster and more rigorous analysis at every stage. Analysis prepared to FIDIC 1999 standards may not survive FIDIC 2017 procedures. The methodology applied is calibrated for both editions.

Personal Track Record

The following metrics reflect Samanta Nayak's direct project experience at Larsen & Toubro — not InfraMind EPC client engagements, which are yet to commence.

MAHSR T-3 Track Package — Mumbai-Ahmedabad High Speed Rail

Field	Detail
Project	Mumbai-Ahmedabad High Speed Rail, T-3 Track Package
Value	INR 3,142 Crore
Contract	FIDIC Yellow Book 1999
Employer	NHSRCL
Engineer-PMC	JICC (Japan International Consultants for Transportation)
Contractor	Larsen & Toubro Limited
Funder	JICA (Japan International Cooperation Agency)
Scope	115.877 km ballastless slab track, Vadodara to Sabarmati
Role	Manager - Contracts & Claims

Key results achieved in this role:

- 100% Sub-Clause 20.1 compliance — zero time-barred claims during tenure
- 15+ EOT claims submitted, all supported by contemporaneous records
- Complete defensible audit trail — all delay events documented and timestamped for ICC arbitration readiness
- Notice management system implemented and maintained across all subcontract packages

OPGC MGR Railway Project — ICC Arbitration

Field	Detail
Project	OPGC MGR Railway Project
Contract Value	INR 10.9 Bn
Role	Assistant Manager - Contracts, Larsen & Toubro
Arbitration Role	ICC Fact Witness

Key contributions:

- Delay analysis with established cause-and-effect logic; quantum impacts quantified for baseline changes

- Statement of Claim (SOC) prepared with detailed technical and contractual substantiation
- Comprehensive evidence dossiers compiled supporting quantum and liability claims
- Fact Witness testimony provided before ICC Arbitration Panel, substantiating time delays, cost impacts, and causation narratives
- Coordinated with legal counsel on document discovery, interrogatories, and cross-examination preparation
- Contributed to response to Statement of Defence (SOD) and counter-claim positions
- Managed Award Disposal and post-arbitration implementation

Six Differentiators

#	Differentiator	What It Means in Practice
1	Practitioner-Built	Every approach designed by a practicing Contracts Manager with 20 years EPC experience
2	Megaproject-Tested	Methods applied on MAHSR T-3 (INR 3,142 Cr.) and OPGC MGR Railway — live delivery, not prototype
3	FIDIC Contract-Aware	Clause-level intelligence. Notice periods, claim entitlements, compliance obligations.
4	Defensible Records	Timestamp-governed, ICC-ready audit trail approach. Built by a Fact Witness.
5	Full Lifecycle Coverage	From baseline development through arbitration. No handoffs. No knowledge loss.
6	Integrated Approach	Delay analysis, claims, records, and AI tools designed to work together — not in isolation

Value by Stakeholder

Stakeholder	Key Benefit
EPC Contractors	Defensible records that protect entitlement and recover EOT
Infrastructure Owners	Independent verification of contractor delay analysis; defence against inflated claims
PMCs & Engineers	Technically rigorous claim assessment; FIDIC compliance verification
Legal Counsel	Expert reports and witness statements grounded in live project delivery experience

Next Steps

1. **Exploratory discussion** — 30-minute call to understand your project's delay profile and claim history. No obligation.
2. **Scope assessment** — Review of available records, contract form, and dispute status. A structured assessment of your position is provided.
3. **Proposal** — Tailored engagement scope, timeline, and investment aligned to your specific requirements.

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InfraMind EPC — Digitise. Analyse. Decide.

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