

Oman drilling & Soil Technology Co. LLC

To,

M/s. Equity for Debt Collection LLC

OUTSTANDING CASE FOR RECOVERY-NO.010

<u>Customer Name & Address</u>	<u>Contact Details:</u>
M/s. SMC Infra LLC	Ashish : 94148139
P.O.Box 1126, Azaiba	Shaji A/c : 94103387
Postal Code 130	Prashant : 94038658
Sultanate of Oman	Mustafa : 97971283
	Vinith: 97316977
	Dharmadhurai: 96969158
	ashish.s@smcinfraoman.com
	24590214
Purchase Order Details: PO No. SMC-SO18100088 Dated 18.10.2018	
Attachments: Approved Quotation, Service Order, Submission Letter of Report and Invoice	
<u>Work / Job Details</u>	
Job Description :	1. Soil investigation for Proposed Developments at Al Muna Garden on Plot No.222, Phase -4 at Bausher Heights, Bausher.
<u>Invoice & Payment Details</u>	
Invoice No	: J-6840/517/2018
Dated	: 20.12.2018
Amount	: 5328.500
<u>Current Status</u>	
Invoice Amount	: 5328.500
Payment Received so far	: -
Balance Outstanding	: 5328.500
Follow up Details	: Telephonically
Attachments	: Payment Letter, Submission Letter of Report & Invoice and Service Order



شركة عمان للحفريات وتكنولوجيا التربة (ش.م.م.)
OMAN DRILLING & SOIL TECHNOLOGY CO. LLC

2018/ODST/105/J-6840/2116

20.12.2018

SMC Infra LLC
P. O. Box 1126, Azaibah
Postal Code 130
Sultanate of Oman

Dear Sir,

PROJ: Soil Investigation for Proposed Developments at Al Muna Garden on Plot No.222, Phase-4 at
Bausher Heights, Bausher.

SUB: SUBMISSION OF REPORT AND INVOICE.

Ref: Your PO No. SMC-S018100088 dated 18.10.2018

Please find enclosed our Report for the captioned project in duplicate (Hard copy) alongwith one soft copy (CD ROM). Our Invoice No. J-6840/1-517/2018 dated 20.12.2018 for RO.5328.500 is enclosed for the captioned project. It is requested to certify our Invoice and arrange to release the payment at the earliest.

Thanking you and assuring you of our best services at all times.

Yours faithfully,

For OMAN DRILLING & SOIL TECHNOLOGY CO. LLC.

Manj math

B. R. MANJUNATH
Geotechnical Engineer

Encl: Report in duplicate
CD ROM
Invoice



Received
23/12/18



شركة عمان للحفريات وتكنولوجيا التربة (ش.م.م.)
OMAN DRILLING & SOIL TECHNOLOGY CO. LLC

J-6840/1-517/2018

20.12.2018

INVOICE

To

SMC Infra LLC
P. O. Box 1126, Azaibah
Postal Code 130
Sultanate of Oman

PROJ: Soil Investigation for Proposed Developments at Al Muna Garden on Plot No.222, Phase-4 at
Bausher Heights, Bausher.

Ref: Your PO No. SMC-S018100088 dated 18.10.2018

Sl. No.	Particulars	Unit	Qty	Unit Price	Amount (RO)
1	Soil Investigation carried out for the captioned project as per specifications of our quote	LS	-	-	5328.500
NET TOTAL					5328.500

(RIALS OMANI FIVE THOUSAND THREE HUNDRED TWENTY EIGHT AND BAIZA FIVE HUNDRED ONLY)

Our bank details are as follows:

OMAN DRILLING & SOIL TECHNOLOGY CO. LLC.

BANK MUSCAT: CORPORATE BRANCH

ACCOUNT NO. 0423010774990013

SWIFT CODE NO. (RO) BMUSOMRXXXX

for OMAN DRILLING & SOIL TECHNOLOGY CO. LLC.

B. R. MANJUNATH
Geotechnical Engineer



ص ب : ١٦٥٧ ، روي ، الرمز البريدي : ١١٢ ، سلطنة عمان ، هاتف : ٢٤٨٣١٥٠٦ / ٢٤٨٣٥٠٧ ، فاكس : ٢٤٨٣١٦٠٦ ، C.R. No 1/32328/8
P.O. Box : 1657, Ruwi, Postal Code 112, Oman Drilling & Soil Technology Co. LLC, Tel. : 24831506 / 24830507, Fax. 24831606, C.R. No 1/32328/8
E-mail : oman.drilling@omantel.net.om, odst.office@odst.co.om

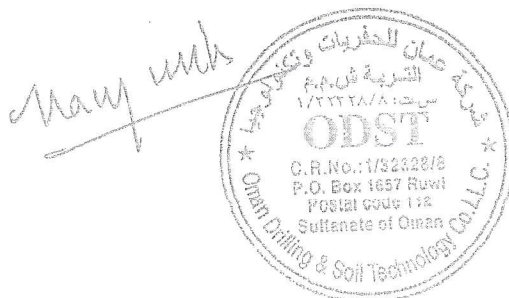


BILL OF QUANTITIES

Proj: Soil Investigation for Proposed Developments at Al Muna Garden on Plot No.222, Phase-4 at Bausher Heights, Bausher.

S. No	ITEM	UNIT	QTY	RATE (R.O.)	AMOUNT (R.O.)
1.	Mobilization & demobilization	LS.	-	-	300.000
2.	Setting up borehole Positions	Nos.	14	30.000	420.000
3.	Rotary Drilling including sampling and coring upto 15.0 m depth	M	171.5	19.000	3258.500
4.	Rotary Drilling including sampling and coring upto 22.0 m depth	M	22	25.000	550.000
5.	Laboratory Testing	LS	-	500.000	500.000
6.	Final Report in Duplicate	LS	-	300.000	300.000
	TOTAL				5328.500

RIALS OMANI FIVE THOUSAND THREE HUNDRED TWENTY EIGHT AND BAIZA FIVE HUNDRED ONLY





DRILLING BOREHOLE DETAILS

Proj: Soil Investigation for Proposed Developments at Al Muna Garden on Plot No.222, Phase-4 at Bausher Heights, Bausher.

S. No.	Borehole No.	Depth (m)	Depth (m)
		0.00 – 15.0	15.00 – 22.00
1.	BH – 7	12.0	-
2.	BH – 8	15.0	-
3.	BH – 9	15.0	7.0
4.	BH – 10	15.0	8.0
5.	BH – 11	14.0	-
6.	BH – 12	10.0	-
7.	BH – 13	10.0	-
8.	BH – 14	7.0	-
9.	BH – 15	15.0	2.0
10.	BH – 16	14.0	-
11.	BH – 17	8.20	-
12.	BH – 18	15.0	5.0
13.	BH – 19	11.30	-
14.	BH – 20	10.0	-
TOTAL		171.5	22.0



SMC INFRA LLC

An ISO Company: ISO 9001 : 2015 , ISO 14001 : 2015 , OHSAS 18001 : 2007 Certified

PO Box No. 1126
Postal Code No. 130
Azaibah
Sultanate of Oman

SERVICE ORDER

Tel: +968 24590214

Fax: +968 24590281

Project Code / Name : 1032 / AL MUNA GARDENS PROJECT 122 VILLAS AT BAUSHER

PO Approved Date :

OMAN DRILLING & SOIL TECHNOLOGY CO. LLC

P.O. Box: 1657, P.C: 112, Ruwi
Ruwi
Sultanate of Oman
Tel:-Tel : 24831506
Attn:-Mr. Manjunath,99338236

PO No: SMC-SO18100088

Date: 18/10/2018

Buyer: Mr. Ashish

GSM: 94148139

Email: ashish.s@smcinfraoman.com

SCOPE OF WORKS :

Original Service Order No.

Ref. Date :

L.No	Description	Qty	Unit	Unit Price (OMR)	Total Amount (OMR)	Delivery Date
1	GEO TECHNICAL INVESTIGATION-14nos Bore log Survey	1.000	LSM	4,550.000	4,550.000	18/10/2018

Terms and Conditions:

(Omani Rial Four Thousand Five Hundred Fifty only)

4,550.000

Sl. No	Title	Reference	Description
1	Name of Client		Zain Property Development
2	Name of Consultant		Architectural - D&A Architecture Interiors
3	Name of Consultant		Structural - Triad Oman Consultants International Engineering Consultants LLC
4	Date of Award of Sub-contract		18/10/2018
5	Mobilization Period		As per Site Requirements
6	Time for Completion		As per Main Contractor Program & Requirements
7	Type of Contract		Lump sum
8	Advance Payment		NA
9	Retention		NA
10	Bill of Quantity / Payment term's		As per Attached
11	Quotation Reference :		2018/ODST/101/1734/R/1736 dated 18/10/2018 (Attached)

Chakir

Prepared By	Verified By	Approved By
		
PR: SMC-PR-1032181000031		
Special Terms and Conditions overleaf:		
Accepted By		
SMC/IMS/PUR/004 REV 00		Issue Date: 21/10/2018
Note: -		





1) **BILL OF QUANTITY: SMC-SO18100088**

Sr No	Description	Qty	Unit	Rate	Amount
1	Mobilization & Demobilization	1	Item	300.000	300.000
2	Setting up Borehole Positions	14	Nos	30.000	420.000
3	Rotary Drilling Including Sampling and Coring up to 15.0m Depth	120	M	19.000	2280.000
4	Rotary Drilling Including Sampling and Coring up to 15.0m -20.0m Depth	30	M	25.000	750.000
5	Laboratory Testing	1	LS	500.000	500.000
6	Idle Charges for Stoppage of Field works due to the reasons beyond the control of ODST	1	Hour	40.000	000
7	Final Report in Duplicate	1	LS	300.000	300.000
Total Amount (OMR) Four Thousand Five Hundred Fifty only					4,550.000

- 2) PAYMENT TERMS: 60 Days PDC prior to Submission of Report
- 3) Accommodation/Food & Transportation for Testing Team by S/c
- 4) All safety items (PPE) for workers by S/c
- 5) Work shall be Completed as per SMC/Client Requirements
- 6) All Medical Related Expenses by S/c
- 7) All invoices related to works should be submitted to respective site.



8) OTHER TERMS & CONDITIONS

1.	Sub-Contractor Price & Variation: The sub-contractor deemed to have full knowledge of drawings/ BOQ/ specifications & all the documents in regard to execution of works, no variation shall be entertained from subcontractor in any regards, except there is change in requirement from Client/ Drawings/ Specifications etc., which should be brought to contractor's notice within 7 days in writing. In such case, subcontractor shall be eligible only if client has approved the variations & payment shall be done as per mutually agreed rates. Preference shall be given for Bill of Quantities/ Unit Rates mentioned in Contract.
2.	Termination: If the subcontractor, Abandons this agreement or Suspends to carry out the sub contract works before completion thereof or Fails (after a previous written warning by the contractor) to proceed with the sub contract works with the speed and such sequence as in the opinion of the contractor shall be necessary to avoid impedance to other trades or Fails to complete the sub contract work or any sections thereof within the required time or At any times falls to carry out the subcontract works to the satisfaction of the contractor or Refuses or neglects to remove or replace defective work or improper materials after received 7 days' notice in writing from the contractor to do so or Is adjudicated bankrupt or applies for an adjudication of bankruptcy or preventive composition or enters into liquidation whether compulsory or voluntarily or has a receiver appointed in respect of any of its assets or enters into any composition or arrangement with its creditors or Commits any other substantial breach of his agreement and fails to remedy the same after 7 days' notice in writing from the contractor. In such cases, this sub contract agreement shall be terminated.
3.	Sub-contractor should follow Contractors HSE Standards always while executing the works.
4.	Assignment: This Agreement and the rights and obligations here under shall be and are hereby declared as being non-assignable, therefore, any assignment or transfer or further sub contract of any rights thereof by the sub-contractor shall be void, except with the prior written consent of the contractor.
5.	Insurance: It is the duty of the sub-contractor to insure all the materials, property and person from any kind of possible injury or damage out of whatever cause at his own expense. This shall be to make sure that in none of the claims, the contractor shall be held responsible
6.	Tender Documents- Tender Drawings/ Bill of Quantities/ Specifications shall form as part of this contract.
7.	In Case of any disputes/ clauses not covered hereunder, then Standard Conditions of Contract, Oman shall be considered.
8.	This Sub-contract shall be governed by the provisions of Standard Documents for Building and Civil Engineering Works, Third Edition, July 1981 in vogue
9.	Ordering Materials: The Bill of Quantities shall not be used as basis for ordering materials and the contract is entirely responsible for assessing the quantities of materials to be ordered and no claim will be entertained in respect of the quantities contained in the bills of quantities being approximate
10.	Should any dispute arise between the CONTRACTOR and the SUBCONTRACTOR of whatsoever nature during the SUBCONTRACTOR'S performance of the SUBCONTRACT, the SUBCONTRACTOR shall, unless the CONTRACTOR directs otherwise, continue to perform the SUBCONTRACT and any additional work which the CONTRACTOR may direct the SUBCONTRACTOR to perform. Any violation of this provision shall constitute a substantial breach of the SUBCONTRACT which, without prejudice to the CONTRACTOR'S right to enforce any other remedy provided by law, shall give rise to the application of the same liquidated damages defined in the SUBCONTRACT for the failure to comply with the overall TIME FOR COMPLETION
11.	In any case the party initiating the Arbitration shall bear all the costs of Arbitration in whatsoever form



شركة عمان للحفريات وتكنولوجيا التربة (ش.م.م.)
OMAN DRILLING & SOIL TECHNOLOGY CO. LLC

2020/ODST/102/J-6840/089

26.01.2020

SMC Infra LLC
P. O. Box 1126, Azaibah
Postal Code 130
Sultanate of Oman

Dear Sir,

PROJ: Soil Investigation for Proposed Developments at Al Muna Garden on Plot No.222, Phase-4 at
Bausher Heights, Bausher.

SUB: Release of Payment

Ref: Your PO No. SMC-S018100088 dated 18.10.2018

This is with reference to the captioned project, we have carried out soil investigation works and submitted the report along with Invoice on 23.12.2018 in your office. Since December 2018 to date, many of our company representatives are approached your Accounts for the payment (Mr. Shaji GSM: 94103387 and Mr. Unnikrishnan GSM: 91357460). They keep replaying that, we are waiting for the payment from the Client M/s. Zain Properties. When, we approached Zain Properties CEO and Finance Manager, we understood that they have cleared all the outstanding payments except one.

As you know the investigation is the beginning of a project and this project is under construction. After completion of more than one year after from date of submission of the invoice, you have not cleared our payment yet. Hence, our management is decided to proceed with legal action. We are enclosing an acknowledgement copy of our invoice, your work order and approved quotation by you for your kind reference and action.

Awaiting your reply at the earliest.

Yours faithfully,

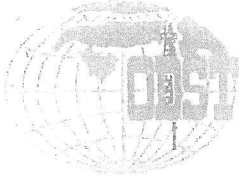
For OMAN DRILLING & SOIL TECHNOLOGY CO. LLC.

B. R. MANJUNATH
Geotechnical Engineer

Encl: As mentioned above



Received on 26/02/2020
V. Unnikrishnan
SMC INFRA LLC



شركة عمان للحفريات وتكنولوجيا التربة (ش.م.م.)
OMAN DRILLING & SOIL TECHNOLOGY CO. LLC

Ref: ODST/Accts/2020

Dated: 22nd June 2020

M/s. SMC Infra LLC.
P.O. BOX – 1126,
Postal Code – 130, Azaiba,
Sultanate of Oman

Kind attn.: Mr. Vinith (GM)

Sub: Overdue payment

Ref: Our invoice No. J-6840/517/18 dated 20/12/2018 for RO.5328.500
Your PO No. SMC-S018100088 dated 18/10/2018

Dear Sirs,

We invite your kind attention to many of our telephonic and correspondence follow up, the last dated 26/01/2020 (copy attached for your ready reference), for payment of our above referred long outstanding invoice for RO.5,328.500. Copy of invoice with your acknowledgement of receipt attached for your reference.

Despite elapse of more than one and half year, it is highly regretted that we have not received our payment so far. During our personal visits to your office, it was informed that the payment will be released once you receive payment from your client M/s. Zain Properties. Now we came to know from reliable source that you have already received payment from the client long back.

Under the situation explained above, please note that we will be desperate to approach ROP and exercise legal proceedings against you, for recovery of our long outstanding payment including legal costs.

Therefore, to avoid such extreme situation, you are requested to kindly release our long outstanding payment within 1 week from the date of receipt of this letter, otherwise the matter will take its legal course. Our bank account details are given below for direct transfer on intimation to us:


Account Name : Oman Drilling & Soil Technology Co. LLC.
Account Number : 0423-010-77499-0013
Bank & Brach : Bank Muscat, Corporate Branch, Ruwi.

Your prompt response in the matter will be highly appreciated.

Thanking you,

Yours faithfully,

For Oman Drilling & Soil Technology Co. LLC.


P. V. PILLAI
CHIEF EXECUTIVE OFFICER



Receipt. at site
23/06/2020



شركة عمان للحفرات وتكنولوجيا التربة (ش.م.م.)
OMAN DRILLING & SOIL TECHNOLOGY CO. LLC

2018/ODST/101/1734/R/1736

18.10.2018

SMC Infra LLC
P.O. Box 1126, Azaiba
Postal Code 130
Sultanate of Oman

ATTN: MR. PRASHANT

Dear Sir,

PROJ: Soil Investigation for Proposed Development on Plot No. 222, Phase – 4 at Al Qurum, Bausher.

SUB: REVISED QUOTATION-2

Ref: Our quotation ref.2018/ODST/101/1732/R/1734 dated 17.10.2018.

This has reference to the captioned project and our quotation referred above. Please find our revised price as per your revised scope of work with terms and conditions mentioned below:

1. **Scope of Work:** The scope of work shall be to assess the ground conditions at site so as to establish the bearing capacity and other Geotechnical characteristics of the subsoil and shall generally comprise the following:
 - a. Drilling of 14 boreholes upto 15.0 m - 20.0 m depth with sampling and coring.
 - b. Carrying out standard penetration tests in the boreholes.
 - c. Collection of bulk and disturbed / undisturbed samples from the boreholes and their laboratory testing for physico-mechanical and chemical characteristics.
 - d. Submission of report in duplicate with all factual data.
2. **Price:** As per enclosed BOQ.
3. **Payment Terms:** 60 Days PDC Prior to Submission of Report.
4. **Validity:** 30 days
5. **Mobilisation:** Immediate on confirmed work order and subject to ODST's ongoing project schedule and availability of permits.
6. **Accessibility to site:** Access suitable to normal truck mounted drilling equipment with sufficient working space to be provided by SMC Infra.
7. **Permits:** Necessary permits for carrying out field work are to be obtained by Client / Consultant.
8. **Damage to underground utilities:** We understand that the site is free from any underground utilities like water pipelines, electric and telephone cables. It is the responsibility of the SMC Infra to inform us and provide details.
9. **Reinstatement:** All test locations will be reinstated by in-situ soil / cement / Bentonite. Reinstatement with asphalt / tiles or any other type of pavement etc. are not included in quotation.
10. **No objection:** No Objection from concerned authorities for carrying out the field work to be provided by SMC Infra.

Thanking you and assuring you of our best services at all times.

Yours faithfully,

For OMAN DRILLING & SOIL TECHNOLOGY CO. LLC

B. R. MANJUNATH
Geotechnical Engineer



CEO
For your approval
please
18/10/18

Signature



Our offer ref. 2018/ODST/101/1734/R/1736 dated 18.10.2018

BILL OF QUANTITIES

PROJ: Soil Investigation for Proposed Development on Plot No. 222, Phase – 4 at Al Qurum, Bausher.

S. No	ITEM	UNIT	QTY	RATE (R.O.)	AMOUNT (R.O.)
1.	Mobilisation and demobilization	Item	-	-	300.000
2.	Setting up borehole positions	No.	14	30/-	420.000
3.	Rotary drilling including sampling and coring upto 0.0 m - 15.0 m depth	M	120	19/-	2280.000
4.	Rotary drilling including sampling and coring upto 15.0 m - 20.0 m depth	M	30	25/-	750.000
5.	Laboratory Testing:	LS	-	-	500.000
6.	Idle Charges for stoppage of field work due to reasons beyond the control of ODST	Hours	-	40/-	
7.	Final Report in duplicate	LS	-	-	300.000
	TOTAL				4550.000

RIALS OMANI FOUR THOUSAND FIVE HUNDRED FIFTY ONLY

PLEASE FEEL FREE TO CONTACT US FOR ANY CLARIFICATION:

1. B.R. MANJUNATH – 99338236
2. ASHRAF K.V. - 99723207

