

## **FIRST INFORMATION**

### **FIRST INFORMATION OF A COGNIZABLE CRIME REPORT UNDER SECTION 154 CRIMINAL PROCEDURE CODE AT POLICE STATION.**


Sub-Division: - Jiribam


District: - Jiribam

FIR No. 34 (07) 2023 JBM-PS, U/S, 420/120-B IPC, Date & hour of occurrence:- On 01/05/2023  
Corresponding with FIR No. 397(05)2023 LPS u/s. 420/120-B IPC. time not mentioned.

Date and hour when reported	Place of occurrence & direction from Police Station	Date of dispatch from Police Station
13/07/2023 at 05.30 pm	At Railhead Jiribam about 800 mtrs. South from Jiribam Police Station.	13/07/2023

**N.B:-** A first information must be authenticated by the signature, mark of thumb impression of information attested by the signature of the officer recording.

Name & residence of Informant/ Complainant.	Name & residence of accused.	Brief description of offence with section and of property carried off, if any.	Steps taken regarding investigation, explanation of delay in recording information.	Merit of the case.
Th. Jibon Singh (Manager (D) FCI, FSD Sangaiprou) aged 59 yrs. S/o. Th. Ibobi Singh of Wanghei, Thangapat Mapan, Imphal.  <i>OE is attached</i>  <b>OC/JBM-PS</b> <b>13/07/2023</b> <i>Officer in-charge</i> <i>Jiribam Police Station</i> <i>Jiribam Dist., Manipur</i>	(1) Shri Johnson Keishing, Proprietor, M/S Zenith Enterprises, Nambashi Khullen, Ukhrul District Branch Office at MG Avenue Thangal Bazar, IW and (2) Shri Ksh. Lalmani Singh (its authorized representative at FSD Sangaiprou)	Cheating with criminal conspiracy  <b>Punishable</b> <b>U/S</b> <b>420/120-B IPC.</b>	SI. Y. Samarendra Singh of JBM-PS will please investigate the case.	

  
Signed..... (SI. S. Suresh Singh)..  
Designation.....OC/JBM-PS.....  
Dated..... 13/07/2023.....  
*Officer in-charge*  
*Jiribam Police Station*  
*Jiribam Dist., Manipur*

No.FCI / SANG / Genl. Corres / 2021-22

Date: 26.05.2023

To,

The Officer In-charge  
Lamphel, Police Station  
Imphal West – Manipur.

Sub: Request for filing an FIR against M/s Zenith Enterprises.

Sir,

It is to intimate that M/s Zenith Enterprises is a regular Road Transport Contractor from Rail Head/FSD Jiribam to FCI, FSD Sangaiprou for the period of 02 year w.e.f. 01.08.2022 to 31.07.2024 having its Office at Nambashi Khullen, Ukhrul and Branch Office at M.G. Avenue, Thangal Bazar.

Whereas, a rice rake (28 wagons) from Ex-Akaltara, Chhattisgarh, bearing RR No.282000186, dated. 24.04.23 was unloaded at railhead Jiribam on 01.05.23 and 32 (Thirty Two) trucks of M/s Zenith Enterprises was loaded from RH/FSD Jiribam to FCI, FSD-Sangaiprou. Till date only 20 (Twenty) trucks are unloaded / received at FCI, FSD-Sangaiprou. However, 12 (Twelve) trucks are yet to report / receive at this depot till date.

That regarding the pending 12 loaded trucks dispatched from Jiribam on 01.05.2023, it was informed repeatedly to the concerned RTC contractor, M/s Zenith Enterprises that a security convoy/escorts has been arranged by the State Authority to bring the stranded trucks standing at Jiribam or in any part of the Jiribam-Imphal route starting from 14.05.2023. In this regard, it has been informed that since 14.05.2023 every day many trucks stranded at Jiribam or any part of the Jiribam – Imphal route have already reached Imphal valley with the help the security convoy/escorts. Unfortunately, it is learned that despite the fact that many trucks are already started moving in the Jiribam-Imphal route, 12 numbers of trucks which are in transit have not reported to FSD Sangaiprou till dated.

Hence, as per the provision of tender documents/model tender form (which is an agreement with the contractor), it is clearly stated that any shortage, wastage, loss or damage to the goods in transit, the responsibility has to be fixed to the contractor as stated in the above MTF clause No. X (d) (copy enclosed).

The details of the unreported / missing trucks of FCI, FSD-Sangaiprou are given below:

Sl. No.	RMP No and date of loading	Truck No.	Commodity	No. of bags	Quantity / Net weight (in Qtls)
1.	51/5042 dtd. 01.05.23	MN01 7621	RRC (FRK) 22-23	350	172.37.000
2.	51/5043 dtd. 01.05.23	MN02A 0538	RRC (FRK) 22-23	350	172.42.000





3.	51/5045 dtd. 01.05.23	MN03 1588	RRC (FRK) 22-23	330	163.28.600
4.	51/5049 dtd. 01.05.23	AS01EC 5310	RRC (FRK) 22-23	350	172.77.000
5.	51/5050 dtd. 01.05.23	MN01 7101	RRC (FRK) 22-23	410	203.22.200
6.	51/5054 dtd. 01.05.23	MN03T 1570	RRC (FRK) 22-23	350	173.12.000
7.	51/5055 dtd. 01.05.23	AS01CC 8477	RRC (FRK) 22-23	350	173.77.000
8.	51/5060 dtd. 01.05.23	AS01GC 9218	RRC (FRK) 22-23	421	206.90.820
9.	51/5064 dtd. 01.05.23	NL01A 8191	RRC (FRK) 22-23	340	168.22.800
10.	51/5066 dtd. 01.05.23	AS11AC 3966	RRC (FRK) 22-23	325	160.71.500
11.	51/5070 dtd. 01.05.23	NL07A 7044	RRC (FRK) 22-23	354	176.54.680
12.	51/5073 dtd. 01.05.23	MN05C 2662	RRC (FRK) 22-23	340	167.42.800
Total:-				4270	2110.78.400

Therefore, it is requested to kindly file an FIR against the proprietor, Shri Johnson Keishing, Proprietor, M/s Zenith Enterprises, Nambashi Khullen, Ukhrul District, Branch Office at M.G Avenue, Thangal Bazar, Imphal West Manipur and its authorized representative at FSD Sangai prou namely, Shri Ksh. Lalmani Singh for not delivering the above stocks ( Rice Common FRK, Crop Year 2022-23) to FCI, FSD- Sangai prou.

Yours faithfully,

(Th.Jibon Singh)

Manager(D)

FCI, FSD Sangai prou

Age: 59 years S/o Th. Ibobi Singh

Officer in-charge of Wangkhei, Thangapat mapan, Imphal

योजम जिवन सिंह

THANGJAM JIBON SINGH

MANAGER (DEPOT)

C.I.F.S.D SANGAIPROU

(M-87318708)

This report is treated as  
CE of the case FIR No.  
397(S)2023 LPS of S 420/120-B IPC.

This report is treated as an CE  
of FIR NO. 397(S)2023 LPS of S 420/120-B IPC.

Officer-in-charge  
Imphal West District, Manipur

Sl. S. Sunish Singh  
Officer-in-charge  
Jemilam Police Station  
Jemilam Dist. Manipur

Dated:

(d) Whenever the Security Deposit falls short of the specified amount, the Contractors shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than specified amount.

(e) In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit under clause 7 (i) a by the due date or requisite Security Deposit in the form of Bank Guarantee under 7(i)b & 7(i)c including extension period (applicable to submission of BG only), his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of three years. After the completion of prescribed period of three years, the party may be allowed to participate in the future tenders of FCI provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

**Note:** Upon commission of default by the contractor under debarment clause, the tendering authority will issue appropriate order debarring the contractor for the period mentioned under the clause without further notice to show cause for such failure.

(f) (a) The BG issuing Bank shall send cover for BG issued through SFMS platform to the FCI banker, i.e. ICICI bank Ltd., 9 Phelps building, C.P., New Delhi. IFSC Code ICIC0000007 as per the detail below:

(i) MT760 COV for issuance of bank guarantee.

(ii) MT767 COV for amendment of bank guarantee.

(iii) Issuing bank shall mention FCI beneficiary office code in field 7037 of MT760COV/MT767COV.

(iv) FCI beneficiary code will be "FCIFE13"

(b) The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.

(c) BG submitted without these details shall not be accepted.

**X. Liability of Contractor for losses suffered by Corporation:**

(a) The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and un-workmanlike performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property or plant belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the **Dy. General Manager (Region)** regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.

**Note/Explanation:** The expression 'expenses suffered or incurred' also includes demurrage, wharfage etc.

(b) Without prejudice to the generality of the foregoing, it is a further condition of the Contract that in the event of failure of the Contractor to provide the number of trucks per day as indented by the Corporation, the contractor will be liable to pay the Corporation Liquidated Damages @ Rs.300/- with



maximum of Rs. 1000/- (One Thousand) per truck per day for a 9 MT truck which the parties to the contract having agreed to as a reasonable estimate of the losses to the Corporation arising on account of such failure.

(c) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of foodgrains etc. and take reasonable precautions to avoid wetting/damage/loss to foodgrains during the transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs. 200/- per truck will be imposed by the concerned **Dy. General Manager/Divisional Manager** without prejudice to any other right or remedies under the contract and law.

(d) Without prejudice to the rights of the Corporation under Sub-clause (a) of this Clause, it is a further condition of the Contract that in respect of any shortage, wastage, loss or damages to the goods in transit, the Contractor is liable to pay to the Corporation Liquidated Damages at twice the average acquisition cost, as applicable from time to time, for all food grain and commodities other than sugar, and thrice the average acquisition cost as applicable from time to time in respect of sugar, except when the **Dy. General Manager (Region)** (whose decision shall be final) decides that the difference between the weights taken at the dispatching and receiving ends is negligible and is due to discrepancies between the Scales, gain on loss in moisture, or other causes beyond the Contractor's control. The parties to the Contract have agreed that the amount of Liquidated Damages specified above represents a genuine estimate of the loss likely to be caused to the Corporation by the shortage, wastage, loss or damage to the goods in transit. Such recovery of Liquidated Damages shall be effected without prejudice to the right of FCI to initiate civil/criminal proceedings against the defaulting Contractors wherever it is suspected that the shortage/losses occurred due to deliberate/willful omission, theft, misappropriation, irregularities etc. committed by the Contractors or their representatives/employees.

#### **XI. Summary termination of the Contract:**

(a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the **Dy. General Manager (Region)** shall be at liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.

(b) The **Dy. General Manager (Region)** shall also have without prejudice to other rights and remedies, the right, in the event of breach of the contract of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and/ or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation due to the contractor's negligence or unworkmanlike performance of any of the services under the contract.

(c) The contractors shall be responsible to supply adequate and sufficient labour/trucks and any other transport vehicles for loading/unloading transport and carrying out any other services under the contract in accordance with the instructions issued by the **Dy. General Manager (Region)** or an officer acting on his behalf. If the contractors fail to supply the requisite number of labour & trucks the **Dy. General Manager (Region)** shall at his entire discretion, without terminating the contract be at liberty to engage other labour/trucks etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, costs or losses that the Corporation may incur or suffer hereby. The contractors shall not, however, be entitled to any gain resulting from entrustment of the work