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FRIDAY, SEPTEMBER 29, 2023

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PART I—Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury, etc.

GOVERNMENT OF WEST BENGAL

Department of Food and Supplies

11A, Mirza Galib Street, Kolkata - 700087

NOTIFICATION

No. 4049–FS./Sectt/Food/4P-09/2012 – Kolkata, the 29th Sept., 2023. – WHEREAS it has been considered necessary to amend the West Bengal Public Distribution System (Maintenance & Control) Order, 2013, as subsequently amended (hereinafter referred to as the said Control Order), in the manner hereinafter appearing;

NOW, THEREFORE, in exercise of the power conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Governor is pleased hereby to make, with an immediate effect, the following amendment in the said Control Order, namely: –

Amendments

In the said Control Order,–

(1) In clause 2, for sub-clause (m), *substitute* the following sub-clause: –

(m) “family member(s)” means–

(i) spouse; or

(ii) parents; or

(iii) son (including son legally adopted before death or incapacitation); or

(iv) Son’s spouse;

(v) son or daughter of pre-deceased son;

(vi) brother or sister of a bachelor/spinster;

(vii) daughter (including daughter legally adopted before death or incapacitation, divorced daughter and widowed daughter),

who is wholly dependent on the dealer or Distributor at the time of death or incapacitation;”;

(2) For clause 19, *substitute* the following clause: –

“19. Operation of fair price shop and duties and responsibilities of a Dealer. – (1) The Dealer shall not retain the ration card after the supply of the food grains and other commodities.

- (2) The Dealer shall make all the transaction through e-PoS, generate a cash memo and issue it to the ration card holder proactively.
- (3) The Dealer shall display a notice board at conspicuous place in the Fair price shop or on the vehicle used for door step delivery in the manner and form as may be specified by the State Government, which shall contain information on entitlement of food grains and other commodities, scale of issue, retail issue prices, timings of opening and closing of the fair price shop etc.
- (4) The Dealer shall maintain records/registers as specified by the State Government from time to time.
- (5) The Dealer shall display the sealed samples of food grains and other commodities made available to him by the authorities at the time of their lifting at the conspicuous place in his shop.
- (6) The Dealer shall abide by the terms and conditions as specified in the licence and other instructions, standard operating procedures and Guidelines issued from time to time.
- (7) The Dealer shall display the category-wise numbers of ration cards attached to the Fair Price Shop in the Board/ sheet.
- (8) The Dealer shall also display a notice board at visible and conspicuous place inside his shop displaying the information regarding stock of food grains and other commodities received during the month, opening and closing stock of food grains and other commodities, the designation of the authority with telephone no. and address appointed for redressal of grievances with respect to quality and quantity of food grains and other commodities under the Public Distribution System, and toll-free helpline number etc. which can be displayed either by painting on the wall or by making a board.
- (9) Every dealer shall be subjected to social audit to be conducted by formal and informal institutions as prescribed by the State Government.
- (10) The Dealer shall distribute food grains and other commodities to the ration card holder as per the entitlement of the ration card holder under the Public Distribution System through the fair price shop or by way of doorstep delivery.
- (11) The Dealer shall be liable to do the linking of Aadhaar with the ration card and make entries of mobile number in the e-PoS device, whenever required.
- (12) The Dealer shall make delivery to the beneficiaries only through authenticated transaction after verifying the beneficiary through iris Scan or finger print scan or OTP received through Aadhaar linked mobile.
- (13) The Dealer shall take steps for integration of e-PoS with e-weighing scale and make delivery of food grains through integrated weighing scale.
- (14) A Dealer shall only store or sell the foodgrains as allotted to him. However, he may be permitted to store and sell such other articles at such price and in such quantities and in such manner as may be directed by the Central Government or the State Government under different schemes including welfare schemes to be operated separately and not forming a part of this Order.
- (15) A Dealer shall not store any foodgrains in any place outside the godown as endorsed in the license without previous written permission of the licensing authority. However, if a Dealer is compelled to change the place of storage of the foodgrains temporarily due to any natural calamities or a situation beyond his control, he shall report the matter to the concerned licensing authority within the next working day and the licensing authority shall permit to change the place of storage initially for a period of thirty day, which may be extended for a further period of thirty days, but in no case, it shall be extended beyond the period of sixty days.
- (16) Every dealer shall get his weighing devices duly calibrated by the competent authority of the Government of West Bengal and shall keep the calibration certificate in his place of business for production on demand before the inspecting officers.

- (17) Every dealer shall extend all sorts of co-operation to the authorised officials for arranging physical certification of stock. Under any circumstances he shall have to arrange for sufficient number of labourers for weighing of the stock so that even minimum delay is avoided. For this purpose, the dealer shall make available appropriate weighing scale.
- (18) Every dealer shall serve ration promptly without any undue delay and causing inconvenience to the ration card holders for which a dealer shall arrange space for convenient standing of the beneficiaries below a suitable shade.
- (19) A Dealer shall not sell any stock of bad or doubtful quality to the holders of ration card.
- (20) A Dealer shall only distribute Public distribution commodities as per entitlement of the beneficiary. The Dealers shall not distribute substitute foodgrains or pay cash in lieu of allotted Public distribution commodities to a beneficiary.”.

(3) In clause 20,—

- (a) in the Table of sub-clause (iiia), for Sl. No. 1 and the entries relating thereto *substitute* the following Sl. No. and the entries relating thereto: —

“1.	Last date of submission of the application by the applicant	Forty-five days from the date of publication of vacancy notice in the official website of the Department or the indicative advertisement in the newspaper, whichever is later.”;
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- (b) Numbering of sub-clauses “(iiia)” and “(iva)” of clause 20, as inserted vide notification No. 3034-FS/ Sectt/Food/4P-09/2012 (Pt.II), dated 14th December, 2020, shall be *renumbered* as “(iiib)” and (ivb);

(4) For clause 24, *substitute* the following clauses: —

“24. Power to take action against a Dealer for committing irregularities or non-compliance of directions etc. – (1) If a Dealer or his agent or any other person acting on his behalf is found to have contravene the provisions of clause 19, the licensing authority may, after giving an opportunity of being heard to him, impose penalty according to the gravity of the offence as stipulated in **Part I of Schedule B**.

- (2) If any Dealer convicted of an offence under clause (1) is again found to have contravene the aforesaid provisions for the second time or third time, the licensing authority may render his license under suspension immediately and after giving him an opportunity of being heard and for the reasons recorded to be in writing, either impose a penalty or reduce the volume of business according to the gravity of the offence or terminate his license as stipulated in **Part I of Schedule B**.

24A. Penalty for contravention of clause 19A or Black marketing, misappropriation or siphoning off etc. of food grains by Dealer. – (1) If a Dealer or his agent or any other person acting on his behalf is found to have contravene the provisions of clause 19A, the licensing authority may, after giving an opportunity of being heard, impose penalty upon him according to the gravity of the offence as stipulated in **Part I of Schedule B**.

- (2) If a Dealer is found to have committed an offence of black marketing or misappropriation or siphoning off food grains meant for public distribution, the licensing authority may, after giving an opportunity of being heard to him, impose penalty according to the gravity of the offence as stipulated in **Part I of Schedule B**.

Explanation I. – Keeping food grains in a godown other than the godown registered with the licensing authority shall be regarded as misappropriation of food grains and the Dealer shall liable to pay the penalty under this clause.

Explanation II. – Selling the public distribution commodity on the price higher than the price fixed by the Government shall be regarded as black marketing and the Dealer shall liable to pay the penalty as per this clause.

- (3) If any Dealer convicted under sub-clause (1) or sub-clause (2) is again found to have contravene the aforesaid provisions for the second or third time, the licensing authority may impose the penalty stipulated in **Part I of Schedule B**.”;

(5) for clause 29, *substitute* the following clause: –

“29. Duties and responsibilities of a Distributor. – (1) The Distributor shall display a board at conspicuous place in front of his place of business/godown in the manner and form as may be specified by the State Government, which shall contain information on stock position of different commodities, scale of issue, retail issue prices, timings of opening and closing of the place of business/godown etc.

- (2) The Distributor shall maintain records/registers as specified by the State Government from time to time.
- (3) The Distributor shall display the sealed samples of food grains and other commodities made available to him by the authorities at the time of their lifting at the conspicuous place in his shop.
- (4) The Distributor shall abide by the terms and conditions as specified in the licence.
- (5) The Distributor shall also display a notice board at visible and conspicuous place inside his shop displaying the information regarding stock of food grains and other commodities received during the month, opening and closing stock of food grains and other commodities, the designation of the authority with telephone no. and address appointed for redressal of grievances with respect to quality and quantity of food grains and other commodities under the Public Distribution System, and toll-free helpline number etc. which can be displayed either by painting on the wall or by making a board.
- (6) Every Distributor shall maintain adequate stock of all varieties of public distribution commodities for supply to the dealers in accordance with the indents passed by the Inspector, Food & Supplies. He shall be responsible for timely replenishment of stock against indents passed by the SCF&S and delivery orders issued by the concerned District Controller, Food & Supplies. In case of delay or shortfall in lifting of stocks for reasons beyond his control, a Distributor shall report to the concerned District Controller, Food & Supplies for replenishment of stock by way of inter-godown transfer or by any other means as may be decided by the District Controller, Food & Supplies in this behalf.

Every Distributor shall ensure quality of public distribution commodity during the time of taking delivery from the authorized agencies. Every distributor shall keep the stock of each commodity separately and neatly arrange for easy identification. There should be alleys in between the stocks of different commodities. He shall attach small Stack Boards to each stock to indicate the quantity both in bags and in weight, pertaining to the stock. Every Distributor shall issue all stocks in order of priority of receipts i.e. “first in, first out” basis to prevent deterioration of stock on account of idle storage.

- (7) Every Distributor shall get his weighing devices duly calibrated by the competent authority of the Government of West Bengal and shall keep the calibration certificate in his place of business for production on demand before the inspecting officers. Every Distributor shall maintain at least one scale for each godown with pointer with two sets of standard weights of all available denominations for weightment of commodities to the dealers.
- (8) The Distributor shall distribute food grains and other commodities to the Dealer as per the entitlement of the ration card holder tagged with the Dealer under the Public Distribution System by way of doorstep delivery. Distributor shall make weightment of the stock at the time of delivery and shall deliver exact quantity as per Delivery Order/challan at the doorstep of the Fair Price shop.
- (9) A Distributor shall only store or sell the foodgrains as allotted to him. However, he may be permitted to store such other articles under different schemes including welfare schemes to be operated separately and not forming a part of this Order.
- (10) A Distributor shall not store any foodgrains in any place outside the godown as endorsed in the license without previous written permission of the licensing authority. However, if a Distributor is compelled to change the place of storage of the foodgrains temporarily due to any natural calamities or a situation beyond his control, he shall report the matter to the concerned licensing authority within the next working day and the licensing authority shall permit to change the place of storage initially for a period of thirty day, which may be extended for a further period of thirty days, but in no case, it shall be extended beyond the period of sixty days. For permanent shifting of any godown, written permission of the Director is required.

- (11) Every Distributor shall extend all sorts of co-operation to the authorised officials for arranging physical verification and certification of stock. He shall have to arrange for sufficient number of labourers for weighing of the stock so that even minimum delay is avoided. For this purpose, the Distributor shall make available appropriate weighing scale.
- (12) Every Distributor shall deliver the foodgrains promptly without any undue delay causing inconvenience to the ration card holders.
- (13) A Distributor shall not deliver any stock of bad or doubtful quality to the Dealer.
- (14) The Distributor shall lift the food grains from the assigned godowns as per the time schedule and deliver to the doorstep of the Fair Price Shop within the stipulated time so that before the start of the distribution month, entire allocated stock is delivered.
- (15) The Distributor shall strictly follow the procedure in the online portal, Standard Operating Procedures and guidelines and time frame mentioned therein in lifting the stock, storing in the godown and delivering to the Dealer at the door step.
- (16) The Distributor shall make delivery of the same stock which was received from godown in First-in-First-Out (FIFO) mode and through online challan only.”.

(6) for clause 31, *substitute* the following clauses: –

“31. Power to take action against a Distributor for committing irregularities and non-compliance of direction etc. – (1) If a Distributor or his agent or any other person acting on his behalf is found to have contravene the provisions of clause 29, the licensing authority may, after giving an opportunity of being heard to him, impose penalty according to the gravity of the offence as stipulated in **Part II of Schedule B**.

(2) If any distributor convicted of under clause (1) is again found to have contravene under any of the aforesaid provisions, the licensing authority may render his license under suspension immediately and after giving him an opportunity of being heard and for the reasons recorded to be in writing, either reduce the volume of business according to the gravity of the offence or terminate his license.

31A. Penalty for black marketing, misappropriation or siphoning off food grains by a Distributor.– If a Distributor or his agent or any other person acting on his behalf is found to have committed an offence of black marketing or misappropriation or siphoning off food grains meant for public distribution, the licensing authority may, after giving an opportunity of being heard, take action or impose penalty according to the gravity of the offence as stipulated in **Part II of Schedule B**.

Explanation I.– Keeping food grains in a godown other than the godown registered with the licensing authority shall be regarded as misappropriation of food grains and the distributor shall liable to pay the penalty under this clause.

Explanation II. – Selling the public distribution commodity on the price higher than the price fixed by the Government shall be regarded as black marketing.”;

(7) for sub-clause (3) of clause 33A, *substitute* the following clauses: –

“(3) If a licensee or his agent acting on his behalf is found to contravene the direction issued under sub-clause (1), he is, on conviction, liable to pay the penalty according to the gravity of the offence as stipulated in **Part I of Schedule B** in case of a Dealer and **Part II of Schedule B** in case of a Distributor.

(4) If any licensee convicted under sub-clause (3) is again found to have contravened the aforesaid provisions, the licensing authority may render his license under suspension immediately and after giving him an opportunity of being heard and for the reasons recorded to be in writing, either impose penalty or take action as stipulated in **Part I of Schedule B** in case of a Dealer and **Part II of Schedule B** in case of a Distributor.”.

(8) For “Form C”, *substitute* the following Form: –

"GOVERNMENT OF WEST BENGAL Application for Issue of Licences for FPS Dealership against a New/Resultant Vacancy along with Checklist [Vide clause 20 (iii) of WBPDS (M&C) Order, 2013]	FORM C Self-attested Photograph(s) of applicant/all partners/all office-bearers
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Part-I (Details of vacancy)

1. Area of Vacancy	:
2. Vacancy Notification No. with Date	:

Part-II (Primary details of applicant)

3. Name of the applicant:
4. Nature of the applicant: Individual /Registered Partnership/ registered co-operative society/SHG/Sangha of SHG/Mahasangha of SHG

Part-III (Status of the Applicant)

5	Status of the Applicant	Please tick in the appropriate box
a	Widow/Divorcee	
b	SHG or Sangha/Mahasangha of SHG	
c	Unmarried Woman	
d	Individual other than (a) and (c)	
e	Others	

No field should be left blank. If not applicable, write "Not Applicable"

Part - IV (Category of Individual Applicant)

6	Category of Applicant	Please tick in the appropriate box
a	Scheduled Tribe	
b	Scheduled Caste	
c	Other Backward Classes	
d	Others	

Part - V (Domicile of Individual Applicant)

7	Domicile	Please tick in the appropriate box
a	Resident of the GP/Ward	
b	Non-resident of the GP/Ward	

Part-VI (For individual/registered partnership firm)

	Individual/ Partner-1	Partner-2	Partner-3
8. Name(s) of individual or partner(s)			
9. Citizenship			
10. Date(s) of birth			
11. Aadhaar number(s)			
12. PAN of the individual/firm			

	Individual/ Partner-1	Partner-2	Partner-3
13. Name(s) of father(s)			
14. Residential address(es)			
15. Permanent address(es)			
16. Mobile No.(s) and E mail address of individual/ partners			
17. Educational qualification of individual/ partners			
18. If partnership firm, partner who would be responsible for day-to-day functions/ signatory authority			
19. Whether individual/signatory partner is physically and mentally fit			

Part-VI (For SHG or Sangha or Mahasangha of SHG/registered Co-operative Societies)

20. Date of formation :			
21. Registration No. & Date of registration :			
	Office Bearer 1	Office Bearer 2	Office Bearer 3
22. Names of office bearers :			
23. Aadhaar nos. of office bearers :			
24. Citizenship of office bearers :			
25. EPIC nos. of office bearers :			
26. PAN of the organization :			
27. Office address of the organization :			
28. Name of office bearer who would be responsible for day to day functions/ signatory authority :			
29. Residential address of such office bearer :			
30. Educational qualification of such office bearer :			
31. Whether such office bearer is physically and mentally fit :			
32. Mobile No.(s) and E mail of such office bearer :			

Part-VII (Storage Godown and Office/Shop-Counter Details)

33. Godown with separate Office Space:

- a. Full address of the Shop-cum-Godown with :
Dag No., Khatian No., Mouza, Village, Gram Panchayat,
Block, Police Station and Pin Code (in case of rural area) or
Holding No., Street Name, Ward No. Municipality,
Police Station and Pin Code (in case of Municipal Area)

- b. In case of multiple compartments of godown (not more than 2):

No. of compartments	Total area in sq. ft. (L × B compartment-wise)

- c. Size of the shop-counter/office (Area in sq. ft):

Length	ft.
Width	ft.
Area	Sq. ft.

- d. Whether godown and shop-counter/office are adjoining/connected : Yes/ No

34. Godown without separate Office Space:

- a. Full address of the Shop-cum-Godown with :
Dag no., Khatian No., Mouza, Village, Gram
Panchayat, Block, Police Station and Pin Code
(in case of rural area) or Holding No., Street Name,
Ward No., Municipality, Police Station and Pin Code
(in case of Municipal Area)

- b. Size of the shop-cum-godown (Area in sq.ft.):
Length x Breadth:

35. Boundary of the godown:

East	
West	
North	
South	

36. Whether the Shop-cum-godown has a verandah with shade to : Yes/No
Accommodate at least 5 (five) people, who may wait in the queue.

37. Height of the Godown (in ft.):

38. Whether constructions of shop- counter/office and godown
are pucca, brick or mortar wall :

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39. Structure of roof of the godown:

	Structure of roof	Please tick in the appropriate box
a	Made of concrete slab/brick slab	
b	Made of asbestos/tin sheet with coating of bitumen	
c	Made of asbestos/tin sheet without coating of bitumen	

Note: Kutcha or thatched roof is not allowed.

40. Structure of floor (cemented/tiles):

41. Construction status of floor, wall and roof of the proposed godown is: (Please tick in the appropriate box)

a	Complete in all respect	
b	Floor is otherwise ready but tiles/cement finishing is not done	
c	Roof is covered with asbestos sheet/tin but do not have bituminous coating	

42. Plinth height of each godown from the road level and ground level (in ft.):

43. Whether delivery truck can reach the godown for unloading: Yes/No

If not, whether the godown is accessible by small carts for loading: Yes/No

44. Character of land of the premises :
'commercial/ homestead/non-agricultural land'.

Part-VIII (Nature of Possession of the Storage Godown and Office/Shop-Counter)

45	Nature of possession	Please tick in the appropriate box
a	Ownership (including NOC from family members)	
b	Long term rental/ Lease agreement	
c	Any other form (please specify)	

46. In case of ownership/shared ownership:

- a. Mode of acquisition: Gift/Purchase/Inheritance/Others :
- b. No. and date of execution of Registered deed of conveyance/purchase/gift in the name of applicant/Mutation Certificate (enclose copy) :
- c. Extent of ownership: Absolute/ Shared :
- d. If shared, whether other co-owners have given NOC? :
If yes, attach the copy of NOC/Affidavit sworn in before a Magistrate

47. In case of property owned by a family member of the applicant:

- a. Mode of acquisition: Gift/Purchase/Inheritance/Others :
- b. No. and date of execution of Registered deed of conveyance/purchase/gift in the name of applicant/Mutation Certificate (enclose copy) :
- c. Extent of ownership: Absolute/ Shared :
- d. If shared, whether other co-owners have given NOC? :
If yes, attach the copy of NOC/ Affidavit sworn in before a Magistrate

48. Leased/Rental Possession

- a. Name(s) of owner(s) of the premises :
- b. No. and date of execution of Registered or Notarized Lease Deed/ Tenancy or Rental Agreement for at least 4 years/ leave & licence Agreement (enclose copy):
- c. Period of lease/tenancy under registered agreement deed :
- d. Whether expressly rented/leased for FPS as per deed :

Part-IX (Other details)

49. Prior experience of business, if any :
50. If yes, give details with nature and area of business:
51. Whether applicant is holding a license of FPS Dealer or MR Distributor :
or wholesaler in his name or he is a relative to a person as per clause
2(xa) of the WBPDS (M&C) Order, 2013, who already have a dealer or
Distributor or Wholesaler license.
If yes, give details.
52. Whether applicant is a member of local bodies, local authority, Panchayati :
Raj Institutions, board or corporation, or Member of Legislative Assembly
or a Member of Parliament during his tenure as such capacity
53. Whether applicant is a person holding a post in the establishment of any :
State Government or Central Government or any authority or body or
institution of Local self-government established or constituted by or under
the Constitution or by any other law made by the Parliament or a State
Legislature or by notification issued or order made by the Central Government or
a State Government
54. Whether applicant, partners, etc. ever been convicted under EC Act, 1955 :
or in any other criminal proceedings connected with essential commodities
or has/have litigation against the Department/Govt.
(If so, details thereof, else declaration in Annexure-I)
55. Whether involved in litigation against Govt. of WB or of India in :
any court of law
56. If yes, give details with case no. and name of court of law:

Declaration

I/We certify that the statements above are true to the best of my/our knowledge and that for any suppression of fact(s) detected later on, the licence granted to /us is liable to be cancelled without assigning any reasons.

Date:

Place:

.....
Signature of Applicant/Authorized Signatory

Checklist to Form C
Checklist of documents to be submitted with Application Form for New/Resultant Vacancy of FPS

Part-I: Application fees** for office use only*

	Submitted (YES/NO) (to be filled by the applicant)	* Found (Y/N) (to be filled by the receiving staff)
1. Application fees deposit challan		

Part-II: For individual or partnership firm** for office use only*

	Submitted (YES/NO) (to be filled by the applicant)	* Found (Y/N) (to be filled by the receiving staff)
2. Identity proof of the Individual/Partners [EPIC(S)/ Aadhaar Card(s)/ Passport(s)]		
3. Proof of residential address of the Individual/ Partners [Photocopy of EPIC/Aadhaar Card/ Passport/recent Electricity Bill/Driving License]		
4. Proof of date of birth of the Individual/Partners [Birth certificate/Admit card of Madhyamik or equivalent/EPIC/Aadhaar Card/Passport/PAN Card]		
5. PAN Card of Individual/Firm		
6. In case of partnership firm, Registration Certificate of partnership		
7. Power-of-Authority in favour of signatory partner for partnership firm		
8. Proof of educational qualification of individual/ signatory partner [Certificate or Marksheet]		
9. Medical certificate of fitness of Individual/signatory partner from a Govt. Hospital		

Part-III: For registered Co-operative Society, SHG or Sangha or Mahasangha of Self-Help Group** for office use only*

	Submitted (YES/NO) (to be filled by the applicant)	* Found (Y/N) (to be filled by the receiving staff)
10. Identity proof of all the authorised office bearers [EPIC(s) /Aadhaar Card(s)/Passport(s)]		
11. Proof of residential address of the authorised office-bearers [Photocopy of EPIC/Aadhaar Card/Passport/recent Electric Bill/Driving License]		
12. PAN Card of the registered Co-operative Society, SHG or Sangha or Mahasangha of SHG		

	Submitted (YES/NO) (to be filled by the applicant)	* Found (Y/N) (to be filled by the receiving staff)
13. Registration Certificate of the Co-operative Society		
14. Resolution of Board of Directors/Governing Body for venturing into FPS dealership		
15. Power of Attorney in favour of authorised office bearer		
16. Proof of educational qualification of authorised office bearer		
17. Medical certificate of fitness of the authorised office bearer from a Govt. Hospital		

Part-IV: Details of shop-cum-godown** for office use only*

	Submitted (YES/NO) (to be filled by the applicant)	* Found (Y/N) (to be filled by the receiving staff)
18. A layout map showing clear boundary with dimensions showing offered godown, office, shed for persons in queue, space for unloading of stock of PDS commodities and approach road.		
19. In case of ownership (including NOC from family members)/shared ownership: a) photocopy of Record of Rights (Porcha)/ Registered Deed of Conveyance/purchase /gift in the name of applicant/ Mutation Certificate, b) Document showing character of land as 'commercial/ homestead/ non-agricultural land' if Record of Rights is not produced N.B.– If the land is of other character, the applicant needs to submit application for conversion on or before the date of application for FPS licence and also to submit Conversion Certificate within three months from the date of offer of FPS Licence. c) NOC of other co-owners (in case of shared ownership/family members of the offered shop - cum-godown) in the form of affidavit sworn before a Magistrate.		
20. For leased/rented property: a) Registered or Notarized Lease Deed/ Tenancy or Rental Agreement for at least 4 years/ leave & licence Agreement b) copies of rent receipts for all the months from the date of agreement till date of application,		

	Submitted (YES/NO) (to be filled by the applicant)	* Found (Y/N) (to be filled by the receiving staff)
c) Registered Deed/RoR in the name of the land owner (or lessor),		
d) Any other proof of ownership, if ROR/Deed is not submitted.		

Part V: Financial solvency** for office use only*

	Submitted (YES/NO) (to be filled by the applicant)	* Found (Y/N) (to be filled by the receiving staff)
21. Proof of financial solvency [Account statement/ Deposit Certificate (FD/TD/ RD/Flexi)]/ photo copy of updated passbook issued by a recognized bank/or Post Office as reflected on the date of application. N.B.:The Name of the applicant and that of the Bank Account holder should be same.		
22. In case the aforesaid account/deposit is held jointly, written NOC of such joint holder for investment in FPS Dealership		

Part VI: Affidavit and others** for office use only*

	Submitted (YES/NO) (to be filled by the applicant)	* Found (Y/N) (to be filled by the receiving staff)
23. Affidavit in Annexure-I format		
24. Recent passport size colour Photo- graph(s) of the individual/all partners/ all office-bears (to be self-attested and affixed on the application form)		
25. Income Tax Return for last 3 Financial Years, if applicable		
26. Audit Report for last 3 Financial Years, if applicable		

Date:

Place:

Signature of Applicant/Signatory Authority

Date:	Signature of the Receiving Staff Name: Designation:
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.....Perforation.....

Acknowledgement

Received the application from Smt./Sri..... of Village/Municipality/Corporation
P.O., P.S., District..... for Issue of Licences for FPS Dealership.

Date:	Signature of the Receiving Staff
	Name:
	Designation:

(9) For "Form L", *substitute* the following Form: –

<p>"GOVERNMENT OF WEST BENGAL</p> <p>FORM L</p> <p>Enquiry Report into Application for FPS Dealership against a New/Resultant Vacancy Notification [Vide clause 20 (iii) of the WBPDS (M&C) Order, 2013]</p>

(Please fill all the fields. If any item is not applicable write "Not Applicable" instead of leaving it blank)

Vacancy ID:	
Application ID:	
Name and Designation of the Enquiry Officer	Date of Enquiry

Part-I (Details of Vacancy Notification and date)

SL. No.	Subject	Findings/Comments
1	Place of Vacancy	
2	Vacancy Notification No. & Date	
3	Date of publication in the Official Portal	
4	Date of publication of indicative advertisement in daily news paper and the name of the newspaper	
5	Last date for application	
6	Date of this application	
7	Whether application has duly been made in Form C under WBPDS (M&C) Order, 2013	
8	Whether application fees has duly been Deposited	

Part-II (Details of the Individual Applicant)

SL. No.	Subject	Findings/Comments
9	Name of the Applicant	
10	Name of father/husband of the applicant	
11	Residential address of the applicant	
12	Date of birth	
13	Sex	
14	Status of the applicant (Widow/Divorcee/SHG or Sangha/ Mahasangha of SHG/Unmarried Woman/Individual/Others)	

SL. No.	Subject	Findings/Comments
15	Category of the applicant (SC/ST/OBC/Others)	
16	Domicile of the applicant (whether resident of the GP/Ward or not?)	
17	Educational Qualification of the applicant	
18	Occupation of the applicant	
19	Whether identity of the applicant is verified, mention the ID card and its number (Aadhaar/Driving License / Voter ID Card/Passport/Photo Identity Card issued by competent authority etc.)	
20	Whether residential address of the applicant is verified and he is permanent resident of the sub-division	
21	Whether the applicant is physically and mentally fit as per the Govt. Hospital certificate	
22	Whether the applicant has submitted Bank Details and you have verified	
23	Whether the applicant is financially solvent as per Vacancy Notice [Please mention the details of the Account Statement/Deposit Certificate (FD/TD/RD/Flexi)]	
24	In case such account/deposit is held jointly, NOC of such joint holder(s) for investment into FPS Dealership	
25	Whether a person holding a post in the establishment of any State Government or Central Government or any authority or body or institution of Local self-government established or constituted by or under the Constitution or by any other law made by the Parliament or a State Legislature or by notification issued or order made by the Central Government or a State Government	
26	Whether the applicant has any other FPS Dealership/ Distributorship/ Wholesalership in his/her/their own name/ name of any relative as per clause 2(xa) of the WBPDS (M&C) Order, 2013 (If so, give details)	
27	Whether the applicant has prior experience of business, if any, mention it	
28	Whether the applicant is a member of local bodies, local authority, Panchayati Raj Institutions, board or corporation, or Member of Legislative Assembly or a Member of Parliament during his tenure as such capacity	
29	Whether the applicant has submitted all documents as per checklist	
30	Comments, if any	

Part-III (Details of the Applicant other than individual)

SL. No.	Subject	Findings
31	Name of the Applicant(s)/Firm	
32	Nature of the Applicant (registered partnership firm/SHG/Sangha of SHG/Mahasangha of SHG/registered Co-operative society)	
33	Name of the partners	

SL. No.	Subject	Findings
34	Name(s) of the authorised office bearer(s)	
35	Name of father/husband of the authorised office bearer	
36	Educational Qualification of the authorised office bearer	
37	Whether the organization is registered under relevant act, mention Registration No. with date and registering authority	
38	In case of partnership firm, whether a limited liability partnership firm	
39	Office address of the Applicant	
40	Whether registered office address of the applicant is verified and it is in the district	
41	Whether the applicant is engaged in any other business/trade/ profession. If yes, give details	
42	Whether resolution of Board of Directors/Governing Body for venturing into dealership submitted	
43	Whether identity of the authorised office bearer is verified, mention the ID card and its number	
44	Whether Power-of-Attorney in favour of authorised office bearer submitted	
45	Whether the authorised office bearer is physically and mentally fit as per the Govt. Hospital certificate	
46	Whether the applicant has submitted Bank Details and you have verified. Mention the name of the A/C holder.	
47	Whether the applicant is financially solvent as per Vacancy Notice [Please mention the details of the Account Statement/Deposit Certificate (FD/TD/RD/Flexi)]	
48	Whether the applicant has ever been Convicted under E.C. Act, 1955 or has/have in litigation against the Department /Govt. (If so, details thereof, else whether affidavit declaration in Annexure-I is submitted)	
49	Whether the applicant has any other FPS Dealership/Distributorship/ Wholesaler ship in own/any relative's name	
50	Whether the applicant has submitted all documents as per checklist	
51	Comments	

Part-IV (Storage Godown and Office Details)

SL. No.	Subject	Findings
52.	Godown with separate Office Space: a. Full address of the Shop-cum-Godown with Dag No., Khatian No., Mouza, Village, Gram Panchayat, Block, Police Station and Pin Code (in case of rural area) or Holding No., Street Name, Ward No. Municipality, Police Station and Pin Code (in case of Municipal Area)	

SL. No.	Subject	Findings										
	<p>b. In case of multiple compartments</p> <p>c. Size of the shop-counter/office (Area in sq. ft).</p> <p>d. Whether godown and shop-counter/office are adjoining/connected ? If not, Then the distance between them</p>	<table border="1" data-bbox="1027 297 1461 416"> <tr> <td>No. of compartments</td> <td>Total area in sq. ft. (L × B compartment-wise)</td> </tr> <tr> <td></td> <td></td> </tr> </table> <table border="1" data-bbox="1106 434 1386 553"> <tr> <td>Length</td> <td>ft.</td> </tr> <tr> <td>Width</td> <td>ft.</td> </tr> <tr> <td>Area</td> <td>ft.</td> </tr> </table> <p>Yes/No</p> <p>_____ ft. apart.</p>	No. of compartments	Total area in sq. ft. (L × B compartment-wise)			Length	ft.	Width	ft.	Area	ft.
No. of compartments	Total area in sq. ft. (L × B compartment-wise)											
Length	ft.											
Width	ft.											
Area	ft.											
53	<p>Godown without separate Office Space:</p> <p>a. Full address of the Shop-cum-Godown with Dag No., Khatian No., Mouza, Village, Gram Panchayat, Block, Police Station and Pin Code (in case of rural area) or Holding No., Street Name, Ward No., Municipality, Police Station and Pin Code (in case of Municipal Area)</p> <p>b. Size of the shop-cum-godown (Area in sq. ft).</p>	<table border="1" data-bbox="1106 974 1386 1093"> <tr> <td>Length</td> <td>ft.</td> </tr> <tr> <td>Width</td> <td>ft.</td> </tr> <tr> <td>Area</td> <td>ft.</td> </tr> </table> <p>Yes/No</p>	Length	ft.	Width	ft.	Area	ft.				
Length	ft.											
Width	ft.											
Area	ft.											
54	Whether the Shop-cum-godown has a verandah with shade to accommodate at least 5 (five) people, who may wait in the queue.	Yes/No										
55	Height of the Godown (compartment-wise) (in ft.)	<table border="1" data-bbox="1027 1211 1461 1317"> <tr> <td colspan="2" style="height: 40px;"></td> </tr> </table>										
56	Whether constructions of shop- counter/office and godown are pucca, brick or mortar wall											
57	<p>Status of construction of floor (tick in appropriate box)</p> <p>a) If complete,</p> <p>b) If incomplete,</p>	<p>complete <input type="checkbox"/> incomplete <input type="checkbox"/></p> <p>a) kutcha <input type="checkbox"/> tiles <input type="checkbox"/> plain cement <input type="checkbox"/></p> <p>b) readt but cement/titles covering not done <input type="checkbox"/> not ready at all <input type="checkbox"/></p>										
58	Status of construction of wall (tick in appropriate box)	<p>a) All 4 walls are complete up to roof level and made up of brick <input type="checkbox"/></p> <p>b) All 4 walls are complete up to roof level and made up of mortar <input type="checkbox"/></p> <p>c) All 4 walls are complete and made up of other materials <input type="checkbox"/></p> <p>d) One or more wall(s) are not complete up to roof level <input type="checkbox"/></p>										
59	Status of construction of roof (tick in appropriate box)	<p>a) Whether made up of concrete slab <input type="checkbox"/></p>										

SL. No.	Subject	Findings
		b) Whether made up of brick slab <input type="checkbox"/> c) Whether made up of asbestos/tin with bituminous coating <input type="checkbox"/> d) Whether made up of asbestos/tin without bituminous coating <input type="checkbox"/> e) Whether made up of other materials <input type="checkbox"/>
60	Plinth height of each godown from the road level and ground level (in ft.)	Ft.
61	Whether delivery truck can reach the godown for loading/unloading	Yes/no
62	If not, whether the godown is accessible by small carts for loading/unloading	Details :
63	Character of land of the premises 'commercial/ homestead/ non-agricultural land' N.B.– If the land is of other character the applicant needs to submit application for conversion on the date of application for FPS licence and also to submit Conversion Certificate within three months from the date of offer of FPS Licence	
64	Whether the premise is free from encumbrances	
65	Whether lay out plan has been tallied	
66	GPS locations of a. The proposed shop-cum-godown (if shop and godown are separate by more than 10 mt., mention locations separately) b. Central point of the vacancy area c. The previous FPS (in case of resultant vacancy)	
67	Distance from the central point (defined by a land mark) of the vacancy area (in metre)	
68	In case it is a resultant vacancy, distance from the previous FPS:	
69	Comments on suitability of the premise:	

Part-V (Possession of the Storage Godown)

SL. No.	Subject	Findings
70	Leased/Rental Possession	
	a. Name(s) of owner(s) of the premises	
	b. No. and date of execution of Registered or Notarized Lease Deed/ Tenancy or Rental Agreement for at least 4 years/leave & licence Agreement (enclose copy)	

SL. No.	Subject	Findings
	c. Period of lease/tenancy under registered agreement deed	
	d. Whether expressly rented/leased for FPS as per deed	
	e. Whether RoR of the owner, lease/tenancy agreement and up to date rent receipt have been verified with original and signatures tallied	Yes/ No/ Not produced by the applicant
71	In case of ownership/shared ownership:	
	a. Whether the applicant is absolute owner	
	b. If yes, mode of acquisition: Gift/Purchase/ Inheritance/Others	
	c. No. and date of execution of Registered deed of conveyance/ purchase/gift in the name of applicant/Mutation Certificate (enclose copy)	
	d. Extent of ownership: Absolute/ Shared	
	e. If shared, whether other co-owners have given NOC If yes, attach the copy of NOC/ Affidavit sworn in before a Magistrate	
	f. Whether conveyance/purchase deed (registered), parcha, up to date property tax receipt and NOC of other co-owners (for shared ownership only have been verified with original and signatures tallied	Yes/ No/ Not produced by the applicant
72	In case of property owned by a family member of the applicant:	
	a. Mode of acquisition: Gift/Purchase/Inheritance/Others	
	b. No. and date of execution of Registered deed of conveyance/ purchase/gift in the name of applicant/Mutation Certificate (enclose copy)	
	c. Extent of ownership: Absolute/ Shared	
	d. If shared, whether other co-owners have given NOC? If yes, attach the copy of NOC/ Affidavit sworn in before a Magistrate	
	e. Whether conveyance/purchase deed (registered), parcha, up to date property tax receipt and NOC of other co-owners (for shared ownership only have been verified with original and signatures tallied	
73	Whether details of the godown corroborate with the aforesaid documents	
74	Whether the premise is under physical possession of the applicant	
75	Comments	

Part-VI (Other details)

SL. No.	Subject	Findings
76	Local reputation of the applicant	
77	Any document not submitted by the applicant	
78	Overall comments with positive/negative recommendation	

Declaration: Certified that enquiry has been conducted by the undersigned. All the documents have been verified from original by me. Physical inspection is also done by me. All columns have been duly filled in or mentioned "Not Applicable".

Date:

Signature of Enquiry Officer with Seal

Name:

Designation:

(10) For Schedule A, *substitute* the following Schedule: –

"SCHEDULE A

Fees payable by the Dealers/Distributors as per provisions of the West Bengal Public Distribution System (Maintenance & Control) Order, 2013

SL. No.	Category/Item	FPS Dealer		Distributor	
		Relevant Clause	Amount	Relevant Clause	Amount
(1)	(2)	(3)	(4)	(5)	(6)
1	Application Fee	20(iii), (vi)	Rs. 1,000/-	26(iii)&(vi)	Rs. 5,000/-
2	Licence Fee	20(v), 20(vi), 21(i)	Rs. 10,000/-	26(v), (vi) & 27(i)	Rs. 60,000/-
3	License Renewal Fee	21(ii)	Rs. 3,000	27(ii)	Rs. 15,000
4	(i) Fine for submission of renewal application within 30 days from the expiry of period of validity.	21(iii)	Rs. 5,000/-	27(iii)	Rs. 25,000/-
	(ii) Fine for submission of renewal application beyond 30 days and upto a period of next 60 days.	21(iii)	Rs. 15,000/-	27(iii)	Rs. 75,000/-
5.	Duplicate license fee	21(v)	Rs. 2,000/-	27(v)	Rs. 15,000/-
6.	Security Deposit	20(v), 20(vi), 21(iv)	Rs. 25,000/-	26(v), 26(vi) & 27(iv)	Rs. 5,00,000/-"

(11) For Schedule B, *substitute* the following Schedule: –

"SCHEDULE B

PART I

Schedule of penalty/fine to be imposed upon the Dealer for contraventions of the provisions of West Bengal Public Distribution System (Maintenance & Control) Order, 2013

<u>SL. No.</u>	<u>Offences/contravention under relevant Clause</u>	<u>Penalty for first offence/contravention</u>	<u>Penalty for second time offence/contravention of same provision</u>	<u>Penalty on third time or subsequent offence/contravention of same provision</u>
(1)	(2)	(3)	(4)	(5)
1.	Contravention of any of the provisions of sub-clause (1) to (9) of clause 19	Fine of minimum of Rs. 10,000/- for each of the contravention committed by the dealer which may be extended to maximum	Fine of minimum of Rs. 20,000/- for each of the contravention committed by the dealer which may be extended to maximum	The licensing authority may impose a penalty of Rs. 40,000/- for each of the contravention committed by the dealer which may be extended to maximum of Rs. 80,000/- for each contravention, with an overall

<u>Sl. No.</u>	<u>Offences/contravention under relevant Clause</u>	<u>Penalty for first offence/contravention</u>	<u>Penalty for second time offence/contravention of same provision</u>	<u>Penalty on third time or subsequent offence/contravention of same provision</u>
(1)	(2)	(3)	(4)	(5)
		of Rs. 20,000/- for each contravention, with an overall limit of Rs. 50,000/-	of Rs. 40,000/- for each contravention, with an overall limit of Rs. 1,00,000/-	limit of Rs. 2,00,000/- and the Licensing Authority may also place dealer's license under suspension immediately for minimum 3 three months and maximum 6 months and after giving an opportunity of being heard and for the reasons recorded to be in writing, reduce the volume of business (upto 50% quantity) according to the gravity of the offence.
2.	Contravention of any of the provisions of sub-clause (10) to (20) of clause 19.	Fine of minimum of Rs. 20,000/- for each of the contravention committed by the dealer which may be extended to maximum of Rs. 40,000/- for each contravention, with an overall limit of Rs. 1,00,000/-	Fine of minimum of Rs. 50,000/- for each of the contravention committed by the dealer which may be extended to maximum of Rs. 1,00,000/- for each contravention, with an overall limit of Rs. 5,00,000/-	In addition to imposing the fine as provided for second time contravention, the Licensing Authority may render the dealer's license under suspension immediately for minimum 6 months and maximum 12 months and after giving the dealer an opportunity of being heard and for the reasons recorded to be in writing terminate the license if not satisfied with the response. In case of subsequent contravention after giving the dealer an opportunity of being heard and for the reasons recorded to be in writing terminate the license if not satisfied with the response.
3.	(1) Offence of not implementing the door step delivery scheme framed under clause 19A. (2) Offence of non-participation in door step delivery scheme framed under clause 19A. (3) Offence of only issuing ePoS slip or making entries in ePoS at a place away from FPS	(1) Fine of minimum of Rs. 50,000/- which may be extended to maximum of Rs. 1,00,000/-; (2) Fine of minimum of Rs. 1,00,000/- which may be extended to maximum of Rs. 2,00,000/-; (3) Fine of minimum of Rs. 2,00,000/- which may be	(1) Fine of minimum of Rs. 1,00,000/- which may be extended to maximum of Rs. 2,00,000/-; (2) Fine of minimum of Rs. 2,00,000/- which may be extended to maximum of Rs. 4,00,000/-; (3) Fine of minimum of Rs. 4,00,000/- which may be	(1) Fine of minimum of Rs. 2,00,000/- which may be extended to maximum of Rs. 4,00,000/-; (2) The licensing authority may place the dealer's license under suspension for 3 (three) months immediately and after giving an opportunity of being heard and for the reasons recorded to be in writing, shall terminate the license, if not satisfied with the response. (3) Termination of license after giving an opportunity of being

<u>Sl. No.</u>	<u>Offences/contravention under relevant Clause</u>	<u>Penalty for first offence/contravention</u>	<u>Penalty for second time offence/contravention of same provision</u>	<u>Penalty on third time or subsequent offence/contravention of same provision</u>
(1)	(2)	(3)	(4)	(5)
	but distributing foodgrains from FPS and not in the Para/Mohalla of the assigned cluster of the day.	extended to maximum of Rs. 4,00,000/-;	extended to maximum of Rs. 8,00,000/-;	heard and for the reasons recorded to be in writing
4.	Committing offence under sub-clause (2) of clause 24A	Fine of minimum of 2 (two) times and maximum of 3 (three) times the economic cost of the foodgrains and also a minimum fine of Rs. 1,00,000/- for an offence of black marketing or misappropriation or siphoning of foodgrains meant for public distribution	Fine of minimum of 2 (two) times and maximum of 3 (three) times the economic cost of the foodgrains and also a minimum fine of Rs. 2,00,000/- for an offence of black marketing or misappropriation or siphoning of foodgrains meant for public distribution	Fine of minimum of 3 (three) times the economic cost of the foodgrains and also a minimum fine of Rs. 4,00,000/- for an offence of black marketing or misappropriation or siphoning of foodgrains meant for public distribution or terminate his license.
5.	For violation of the direction under clause 33A.	Rs. 20,000/- for an offence not covered under Sl. No. 1 to 3.	Rs. 40,000/- for an offence not covered under Sl. No. 1 to 3.	Rs. 1,00,000/- for an offence not covered under Sl. No. 1 to 3.

PART II

Schedule of penalty/fine to be imposed upon the Distributor for contraventions of the provisions of West Bengal Public Distribution System (Maintenance & Control) Order, 2013

<u>Sl. No.</u>	<u>Offences/contravention under relevant Clause</u>	<u>Penalty for first offence/contravention</u>	<u>Penalty for second time offence/contravention of same provision</u>	<u>Penalty on third time or subsequent offence/contravention of same provision</u>
(1)	(2)	(3)	(4)	(5)
1.	Contravention of any of the provisions of sub-clause (1) to (5) of clause 29	Fine of minimum of Rs. 25,000/- for each of the contravention committed by the distributor which may be extended to maximum of Rs. 50,000/- for each contravention, with an overall limit of Rs.2,00,000/-	Fine of minimum of Rs. 50,000/- for each of the contravention committed by the distributor which may be extended to maximum of Rs. 1,00,000/- for each contravention, with an overall limit of Rs. 4,00,000/-	The licensing authority may impose a penalty of Rs. 1,00,000/- for each of the contravention committed by the distributor which may be extended to maximum of Rs. 2,00,000/- for each contravention, with an overall limit of Rs. 10,00,000/- and the Licensing Authority may also render his license under suspension immediately for minimum 3 three months and maximum 6 month and after giving him an opportunity of being heard and for the reasons

Sl. No.	Offences/contravention under relevant Clause	Penalty for first offence/contravention	Penalty for second time offence/contravention of same provision	Penalty on third time or subsequent offence/contravention of same provision
(1)	(2)	(3)	(4)	(5)
				recorded to be in writing, either reduce the volume of business (upto 50% quantity) according to the gravity of the offence.
2.	Contravention of any of the provisions of sub-clause (6) to (16) of clause 29.	Fine of minimum of Rs. 50,000/- for each of the contravention committed by the distributor which may be extended to maximum of Rs. 1,00,000/- for each contravention, with an overall limit of Rs. 5,00,000/-	Fine of minimum of Rs. 80,000/- for each of the contravention committed by the distributor which may be extended to maximum of Rs. 2,00,000/- for each contravention, with an overall limit of Rs. 10,00,000/-	In addition to imposing the fine as provided for second time contravention, the Licensing Authority may place the distributor's license under suspension immediately for minimum 6 months and maximum 12 months and after giving an opportunity of being heard and for the reasons recorded to be in writing terminate the license if not satisfied with the response. In case of subsequent contravention after giving an opportunity of being heard and for the reasons recorded to be in writing terminate the license if not satisfied with the response.
3.	Committing offence under clause 31A	Fine of minimum of 2 (two) times and maximum of 3 (three) times the economic cost of the foodgrains and also a minimum fine of Rs. 3,00,000/- for an offence of black marketing or misappropriation or siphoning off foodgrains meant for public distribution	Fine of minimum of 2 (two) times and maximum of 3 (three) times the economic cost of the foodgrains and also a minimum fine of Rs. 10,00,000/- for an offence of black marketing or misappropriation or siphoning off foodgrains meant for public distribution	Fine of minimum of 3 (three) times the economic cost of the foodgrains and also a minimum fine of Rs.10,00,000/- for an offence of black marketing or misappropriation or siphoning off foodgrains meant for public distribution or terminate his license.
4.	For violation of the direction under clause 33A.	Rs. 40,000/- for an offence not covered under Sl. No. 1 to 3.	Rs. 60,000/- for an offence not covered under Sl. No. 1 to 3.	Rs. 1,00,000/- for an offence not covered under Sl. No. 1 to 3."

By order of the Governor,



PARWEZ AHMAD SIDDIQUI, IAS
Secretary to the Government of West Bengal,
Department of Food & Supplies.