

- (4) A person on whom a notice is served under sub-rule (3) may apply to the competent person either at or before the inquiry to vary or set aside the requirement, and where he does so before the inquiry, he shall give notice of his application to the person, if any, who applied for the notice under sub-rule (3) to be served.
- (5) Except as otherwise provided in these rules, the procedure at and in connection with an inquiry shall be at the discretion of the competent person who shall state at the commencement of the hearing the procedure which, subject to consideration of any submission by the persons appearing at the inquiry, he proposed to adopt and shall inform those persons what he proposes as regards any site inspection arising out of the hearing.
- (6) In case of mines, the persons appointed to hold inquiry under section 121 shall hold the inquiry in public in such manner and under such conditions as the Court thinks most effectual for ascertaining the causes and circumstances of the accident or other occurrences and for enabling the Court of inquiry to make the report.
- (7) If a court of inquiry finds that the accident was due to any carelessness or negligence on the part of the management, the court may direct the recovery of the expenses of such court including any expenses incurred with the previous sanction of the court and any other expenses connected with the enquiry which the court may direct as recoverable from the owner of the mine concerned, in such manner and within such time as the court may specify.
- (8) The amount directed to be recovered under sub rule (1) may, on application by the Chief Inspector-cum-facilitator or an Inspector-cum-facilitator to the concerned authority, be recovered from the owner or employer or occupier.
- (9) An Inspector-cum-facilitator nominated in this behalf by the central government, shall act as the Secretary to the Court of inquiry.
- (10) The inquiry or the survey, as the case may be, shall be completed and submitted to the central government, within a period of three months from the date of the order through which it is constituted.

166. Procedure of survey and other related matters under sub-section (4) of section 121.-

The Central Government may direct DGOSH or DGMS or any other institution under the control of the central Government, to appoint a committee to undertake a survey on the situation relating to safety and health at work at any workplace or class of workplaces or into the effect of work activity on the health of the employees and other persons within and in the vicinity of the workplace in the following manner:

- (a) A committee to be constituted by DGOSH or the institution under the chairmanship of DGOSH for carrying out the survey.
- (b) The committee shall carry out the survey with a view to finding out the status of safety and health at work the workplace and its effect on the workers.

The report of the committee shall be of status of an inspection report and contain conclusive findings of the survey alongwith the recommendations for improving the status of occupational safety and health for prevention of accidents or dangerous occurrences or occupational diseases and containing suggestions for implementation therefor compliance of which shall be ensured by the inspector-cum-facilitator, as the case may be.

CHAPTER XII

OFFENCES AND PENALTIES

167. Manner of compounding of offences by the authorized officer specified under sub-section (1) of section 114.-

(1) The officer notified by the Central Government for the purposes of compounding of offences under sub-section (1) of section 114 shall issue electronically a compounding notice for the offences for which are compoundable under section sub-section (1) of section 114.

(2) The person so noticed may apply to the officer electronically and deposit the entire compounding amount by electronic transfer or otherwise, within fifteen days of the receipt of the notice.

(3) The Compounding Officer shall issue a composition certificate within ten days of receipt of the composition amount, to such person from whom such amount has been received in satisfaction of the composition notice.

(4) If a person so noticed fails to deposit the composition amount within the one months before the institution of prosecution, the prosecution shall be proceeded with before the competent Court.

(5) no prosecution shall be instituted without giving an opportunity to the employer to comply with such provisions subjected to proviso of sub-section (1) of Section 110 and compounding as under Section 114.

FORM-I

(See Rule-3)

Application for Registration for existing establishments/New Establishment/Amendment to certificate of Registration**A. Establishment Details.**

1. Retrieve details of Establishment through LIN:
2. Name of Establishment:
3. Location and Address of the Establishment:
4. Others details of Establishment:
 - a. Total Number of employees engaged directly in the establishment:
 - b. Total Number of the contract employees engaged:
 - c. Total Number of Inter-State Migrant workers employed:

5 (a) For factories:

Details of the manufacturing process	Full postal address and situation of the factory along with plan approval details	Name and address of the occupier and manager	Maximum number of workers to be employed on any day
1	2	3	4

5 (b) For mines:

Name of Mineral(s)	Lease extent of the mine (in Acres)	Name and address of the owner	Average Monthly output, targeted (Tonne)	Maximum number of persons to be employed on any day
1	2	3	4	5

5 (c) For Dock work:

Name of dockWork / Major Port	Types of Dock Works	Name of the Cargo handled and stored along with quantity	Name of the chemicals handled and stored along with quantity	Name of the hazardous chemicals handled and stored along with quantity
1	2	3	4	5

5 (d) For building and other construction work:

Type of Construction work	Probable period of commencement of work	Expected period for completion of work	Details of approval of the local authority
1	2	3	4

6. Ownership Type/Sector:
7. Activity as per National Industrial Classification:
8. Details of Selected NIC Code:
9. Identification of the establishment e-sign/ digital sign of employer/ representative:

B. Details of Employer:-

1. Name & Address of Employer / Occupier / Owner/Agent/ Chief Executive/ port authorityetc :
2. Designation :

3. Father's/ Husband's Name of the Employer :
4. Email Address, Telephone & Mobile No :

C. Manager/ Agent Details

1. Full name & Address of Manager/ Agent or person responsible for supervision and control of the Establishment
2. Address of Manager/ Agent:
3. Email Address, Telephone & Mobile No :

D. Contractor Details

Name and Address Contractor	Email address & Mobile of Contractor	Name of Work	Maximum No. of Contract labour engaged	Date of Commencement / Probable date of Completion of work
1	2	3	4	5

E. Others Details:-

Signature/ E-sign/digital sign of employer

Dated:-

Place:-

FORM-II

(See Rule-3(1))

Certificate of Registration of Establishment

Registration No.

Date

A Certificate of registration containing the following particulars is hereby granted under sub section (2) of section 3 of the Occupational Safety, Health and Working Conditions Code, 2020 (...of 2020) to..... (Name of the establishment)

1. Nature of work carried on in the establishment (Please tick mark)

(a) Factory	(b) Mining
(c) Dock work	(d) Contract Work
(e) Building and Other Construction Works	(f) any other work (not covered above)

2. Details of the establishment:

- a. Total Number of employees engaged directly in the establishment:
- b. Total Number of the employees engaged through contractor
- c. Total Number of Contractors and their details:
- c. Number of inter-state migrant workers engaged:

3 (a) For factories

Details of the manufacturing process	Full postal address and situation of the factory along with plan approval details	Name and address of the occupier and manager	Maximum number of workers to be employed on any day
1	2	3	4

3 (b) For mines

Name of Mineral(s)	Lease extent of the mine (in Acres)	Name and address of the owner	Average Monthly output, targeted (Tonne)	Maximum number of persons to be employed on any day
1	2	3	4	5

3 (c) For Dock work

Name of Dock Work / Major Port	Types of Dock Works	Name of the Cargo handled and stored along with quantity	Name of the chemicals handled and stored along with quantity	Name of the hazardous chemicals handled and stored along with quantity
1	2	3	4	5

3 (d) For building and other construction work

Type of Construction work	Probable period of commencement of work	Expected period for completion of work	Details of approval of the local authority
1	2	3	4

4. Amount of registration fee paid.....
5. Remarks of registering officers

/Signature E -Sign/DSC of Registering Officer
along with designation

Place:

Date:

Conditions of Registration

- (1). Every certificate of registration issued under rule 4 shall be subject to the following conditions, namely:
 - (a). the certificate of registration shall be non-transferable;
 - (b) the number of workers employed in an establishment directly and contract employees shall not, on any day, exceed the maximum number specified in the certificate of registration; and
 - (c) Save as provided in these rules, the fees paid for the grant of registration certificate shall be non-refundable.
- (2) The employer shall intimate the change, if any, in the number of workers or the conditions of work to the registering officer within 30 days
- (3) The employer shall, within thirty days of the commencement and completion of any work, intimate to the Inspector-cum-Facilitator, having jurisdiction in the area where the proposed establishment or as the case may be work is to be executed, intimating the actual date of the commencement or, as the case may be, completion of establishment such work in **Form IV** annexed to these rules electronically.
- (4) A copy of the certificate of registration shall be displayed at the conspicuous places at the premises where the work is being carried on.

FORM-III

(See Rule-3(8))

Register of Establishment

SI. No	Nature of work	Registration No. and Date	Name and Address, location of the establishment registered	Name, Address and Contact Details of Employer	Total number of Workers and Total Horsepower (if any)	Total number of contract Workers	Remarks
1	2	2	3	4	5	6	
	(a) Factories (b) Mines (c) Dock Work (d) Building and other Construction work (e) Contract work (f) Interstate Migrant Work (g) Any other work (not covered above)						

FORM-IV

(See Rule-3(9) and Rule- 5)

A- Notice of Commencement / cessation of Establishment:

1. Registration No:
2. Name and Address of Establishment:-
3. Name & Designation of employer/ Port authority (who has ultimate control over the affairs of the establishment):-
4. Full address to which communication relating to the establishment to be sent :-
5. Nature of work of the establishment :-
6. In case of the notice is for commencement of work the approximate duration of work:-
7. in case of cessation, the date of cessation:

I/We hereby intimate that the work of establishment having registration No.dated is likely to commence/cessation is likely to be completed with effect from (Date)/ On (Date)

In case of cessation of work:

I/we hereby certify that the payment of all dues to the workers employed in the establishment have been made and the premises are kept free from storage of hazardous chemicals and substances.

Signature of the Employer

To,

The Inspector-cum-Facilitator

FORM-V**(Rule-6)**

The medical examination shall be conducted by a qualified medical practitioner as per following proforma:

A. Demographics:

Question	Answer	Remarks
Date:		
Name of the Worker:		
Age:		
Permanent Address:		
Gender:		
Total Number of family Members:		
Total monthly family Income:		
Is the employee under ESI (Employees' State Insurance) Scheme? If yes, provide IP Number.	Yes/No	
Is the employee under any other health scheme apart from ESI-Scheme? (If yes, provide the name of the scheme)	Yes / No	

B. Occupational History

Question	Answer	Remarks
Present Designation:		
Work Profile:		
Duration of service in the present work profile:		
Working Hours per shift:		
Night Shift Per Week:		
Night Shift per Month:		

C. Brief Review of Medical History: Diagnosed previously or currently under treatment or Currently suffering from

Question	Answer (Yes/No)	Remarks
Anaemia		
Jaundice		
Asthma		
COPD		
History of Any other Lung Disease: (If Yes, Please Specify)		
Vertigo/Dizziness		
Diabetes Mellitus		
Hypertension		
Any Cancer (If Yes, Please Specify the Cancer)		
Chronic Low Back Pain		
Chronic Pain in hand or Elbow		
Hernia		

Hydrocele		
Varicose Vein		
Haemorrhoids		
History of amputation/fracture/dislocation injury during work (If Yes, please specify)		
Dermatitis (If Yes, specify Site)		
Hearing Impairment		
Visual Impairment		
Any Major Illness requiring hospitalization in last 1 year (If Yes, Name of the Disease)		
Occupational Injury in Last 1 year: if yes Specify the Location of injury and frequency		

D. Current Symptoms-Diseases Module

Question	Answer (Yes/No)	Remarks
Smoking habit		
Chewing Tobacco or Pan Masala or Gutkha:		
Alcohol Addiction		
Dermatosis (Irritant Contact Dermatitis/Eczema/Chloracne/Allergic Contact Dermatitis):		
Mucosal Irritation of eyes/Nose/Throat with response to chemical agent or biological agent:		
Symptoms like Respiratory Difficulty/ Chest Tightness/ Dry Cough at beginning of shift:		
Currently suffering from TB:		
Jaundice or Hepatitis:		
Currently suffering from Low Back Pain		
Currently suffering from Pain in hand or Elbow:		
Currently suffering from Visual Problems		
Currently suffering from Hearing Problems		
Any current injury (amputation/ fracture/ dislocation)		
Any current musculoskeletal sprains/ strains		

E. Physical Examination

Date of Examination:

Question	Answer (Yes/No) or as appropriate	Remarks
General Skin Condition: (If Any Dermatitis, please mention its location)		
Weight (in Kg):		
Height (in Meter)		
Temperature (⁰ F):		
BP:		

Pulse:		
SpO2:		
Respiratory Rate:		
Examination of Breast of female-employee		

F. Investigation Report

- **Routine Blood Investigation: Attach the photocopy of the report**
- **Blood Grouping & Rh Typing and HB Electrophoresis Once in a lifetime**

Parameter	Answer (Normal/Increase/Decrease)	Value
Hb%:		
Total WBC Count and Differential Count:		
Platelet Count:		
ESR:		
FBS:		
PPBS:		
HBA1C level		
BUN:		
Creatinine:		
Total Protein		
Albumin		
Globulin		
SGOT		
SGPT		
Bilirubin		
Urine RE		
Urine ME		
Prostate Specific Antigen (PSA)		

G. Standard Chest X Ray (PA) View: attach the photocopy of the report**Date:**

Parameter	Answer (Normal/Abnormal)	Value (if any importance)
Report		

Report:

H. Spirometry: attach the photocopy of the report (For mine employee)**Date:**

Parameter	Answer (Normal/Increase/Decrease)	Value
PEFR:		
FEV ₁ :		
Observed:		

Predicted:		
FVC:		
Observed:		
Predicted:		
FEV ₁ /FVC:		
Final Report: Normal / Obstructive Lung Disease/ Restrictive Lung Disease/ Mixed Lung Diseases		

I. Audiometry (Pure Tone / BERA): attach the photocopy of the report (For Mine Employee)

Date:

Parameter	Value/Result/Interpretation
Visual inspection of Eye for any abnormality like wax in external ear, infection etc	
Right Ear Hearing Threshold:	
Left Ear Hearing Threshold:	
Final Report preferable based on BERA:	
Right Ear:	
Left Ear:	

J. Eye Examination: attach the photocopy of the report

Date:

Parameter	Value/Result/Interpretation
Visual inspection of Eye for any abnormality like corneal opacity/scarring, cataract etc.	
Visual Acuity: Right	
Visual Acuity: Left	
Colour Vision	
Field of Vision	
Binocularity	
Lateral Phoria	
Vertical Phoria	
Stereoscopic Vision and Depth Perception Testing	
Fundus (Retina) examination	

K. 12 lead ECG and Echocardiography:

Final Report:

L. MEDICAL FITNESS TESTS FOR PERSONS WORKING AT HEIGHT (as may be applicable):

1. Detailed Medical History and in-Depth General Medical Examination including tests for Vision, Hearing, Musculoskeletal System, Respiratory System, Cardiovascular System etc.

As applicable to all employees

2. Special Examination

a) Cardiovascular

Uncontrolled hypertension or ischemic heart disease will be a contraindication. In the presence of hypertension and abnormal ECG findings, the employee should be referred to a Cardiologist for fitness.

b) Tests for Labyrinthine functions and for sense of position Eye Examination for Bilateral Nystagmus, Romberg sign. The presence of bilateral nystagmus and a positive Romberg sign will be an absolute contra-indication.

c) Neurological examination Evaluate seizure disorders: CT Scan of Brain and E.E.G if indicated

d) Assessment of Diabetic Control Status:

(in case of employees suffering from Diabetes Mellitus)

e) Assessment of Phobia (Acrophobia) and any other Mental Health Disorder like Anxiety or Depression

d) Evaluation for Vertigo and Dizziness

For use of Industrial Safety Section:

Walking freely over a horizontal bar at 1 ft. height: PASS / FAIL

Wearing a safety belt and tying the rope knot: PASS/ FAIL

Walking over a horizontal structure at 9 ft. height wearing a belt: PASS/ FAIL

General physique (O.K./NOT O.K): PASS/ FAIL

M. Any other information/examination/biological investigation/test as mutually agreed by the employer and qualified medical practitioner.

FORM-VI

(See Rule-8)

NOTICE OF ACCIDENT OR DANGEROUS OCCURRENCE

- E.S.I.C. Employer's Code number : E.S.I.C. Insurance
- Number of the injured person :
1. Name of employer :
2. Address of works / premises where the accident or dangerous occurrence took place :
3. Nature of industry and LIN of the establishment :
4. Branch or department and exact place where the accident or dangerous occurrence took place :
5. Name and address of the injured person :
6. (a) Sex :
- (b) Age (at the last birthday) :
- (c) Occupation of the injured person :
7. Local E.S.I.C. Office to which the injured person is attached :
8. Date, shift and hour of accident or dangerous occurrence :
9. (a) Hour at which the injured person started work on the day of accident or dangerous occurrence :
- (b) whether wages in full or part are payable to him for the day of the accident or dangerous occurrence :
10. (a) Cause or nature of accident or dangerous occurrence :

(b) If caused by machinery-

(i) Give the name of machine and the part causing the accident or dangerous occurrence :

(ii) state whether it was moved by mechanical power at the time of accident or dangerous occurrence :

(c) State exactly what the injured person was doing at the time of accident or dangerous occurrence :

(d) In your opinion, was the injured person at the time of accident or dangerous occurrence -

(i) acting in contravention of provisions of any law applicable to him; or

(ii) acting in contravention of any orders given by or on behalf of his employer; or

(iii) acting without instructions from his employer?

(e) In case reply to (d) (i), (ii) or (iii) is in the affirmative, state whether the act was done for the purpose of and in connection with the employer's trade or business. :

11. In case the accident or dangerous occurrence took place while travelling in the employer's transport, state whether -

(a) the injured person was travelling as a passenger to or from his place of works; :

(b) the injured person was travelling with the express or implied permission of his employer; :

(c) the transport is being operated by or on behalf of the employer or some other person by whom it is provided in pursuance of arrangements made with the employer; and :

(d) the vehicle is being/not being operated in the ordinary course of public transport service :

12. In case the accident or dangerous occurrence took place while meeting emergency, state- (a) its nature ; and

(b) whether the injured person at the time of accident or dangerous occurrence was employed for the purpose of his employer's trade or business in or about the premises at which the accident or dangerous occurrence took place. :

13. Describe briefly how the accident or dangerous occurrence took place :

14. Names and addresses of

witnesses : (1)

(2)

15. (a) Nature and extent of injury

(e.g. fatal, loss of finger,
fracture of leg, scald, scratch
followed by sepsis, etc.) :(b) Location of injury (e.g. right leg,
left hand, left eye, etc.)16. (a) If the accident or dangerous
occurrence was not fatal, state
whether the injured person was
disabled for more than 48 hours :

(b) date and hour of return of work :

17. (a) Physician, dispensary or hospital from
whom or which the injured person
received or is receiving treatment :(b) Name of dispensary/panel doctor
elected by the injured person :

18. (a) Has the injured person died ? :

(b) If so, date of death :

I certify that to the best of my knowledge and belief the above particulars are correct in every respect.

Signature and Name and Designation of owner/ employer /manager/agent

Date of dispatch of report :

Place:

FORM-VII

[See Rule-57]

NOTICE OF PERIODS OF WORK

Name of the Establishment.....Place.....District.....

Periods of work Groups, Relays	Men												Women												Description of Groups, Nature of work	Remarks			
	Total no. of men employed												Total no. of women employed																
	A			B			C			D			E			F			G			H							
	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3					

On working days

From ..

To ..

From ..

To ..

From ..

To ..

On partial

Working days

From ..

To ..

From ..

To ..

Date on which this notice is first exhibited :

Signature of manager or agent :

Date :

FORM-VIII

(See Rule-58)

REGISTER OF WORKERS EMPLOYED IN AN ESTABLISHMENT, WAGES, OVERTIME, FINE, DEDUCTION FOR DAMAGE OR LOSS**Register of Wages, Overtime, Fine, Deduction for damage and Loss**

Name of the Establishment:

Name of the Employer:

Name of the Owner:

PAN/TAN of the Employer:

Labour Identification Number (LIN):

Sr. no. in Employee Register	Name of the employee	Designation / Department	Duration of Payment of Wages (Monthly/Fortnightly /Weekly/Daily/Piece rated)	Wage Period From-To	Total no. of days worked during the period	Total overtime (hoursworked or production in case of piece workers)	Rates of wages		
							Basic	DA	Allowances
1	2	3	4	5	6	7	8	9	10

Overtime earning	Nature of acts and omissions for which fine imposed with date	Amount of fine imposed	Damage or loss caused to the employer by neglect or default of the employee	Amount of deduction from wages	Total amount of wages paid	Date of Payment	Attendance	
							Date	Signature
11	12	13	14	15	16	17	18	19

FORM-IX

(See Rule-60)

ANNUAL RETURN**UNIFIED ANNUAL RETURN FORM****FOR THE YEAR ENDING.....**

Single Integrated Return to be filed On-line under the Occupational Safety, Health and Working Conditions Code, 2020, the Code on Industrial Relations, 2020, the Code on Social Security, 2020, and the Code on Wages, 2019

Instructions to fill up the Annual Return

- (1) This return is to be filled-up and furnished on or before 28th or 29th February every year.
- (2) The return has two parts i.e. Part-I to be filled up by all establishments.

- (3) Part-II to be filled-up by the establishments who are a Mine only in addition to Part-I.
- (4) The terms Establishment and Mines shall have the same meaning as under the Occupational Safety, Health and Working Conditions Code, 2020.
- (5) This return is to be filled-up in case of Contractor or manpower supplier who have engaged more than 50 workers and in case of Mines even if there is one worker employed in the relevant period.

Applicable to All Establishments - Part-I**A. General Information:**

Sl. No.	Instructions for filling the column		
1.	Labour Identification Number		EPFO, ESIC, MCA, MoLE (LIN)
2.	Period of the Return	From - To-	Period should be calendar year
3.	Name of the Establishment		
4.	Email ID		
5.	Telephone No.		
6.	Mobile number		
7.	Premise name		
8.	Sub-locality		
9.	District		
10.	State		
11.	Pin code		
12.	Geo Co-ordinates		
B(a).	Hours of Work in a day		
B(b).	Number of Shifts		

C. Details of Manpower Deployed

Details	Directly employed				Employed through Contractor				Grand Total
	Highly Skilled	Skilled	Semi-Skilled	Un-Skilled	Highly Skilled	Skilled	Semi-Skilled	Un-Skilled	
(i) Maximum No. of employees employed in the establishment in any day during the year	Male	Female	Transgender	Total	Male	Female	Transgender	Total	
(ii) Average No. of employees employed in the establishment during the year	Male	Female	Transgender	Total	Male	Female	Transgender	Total	
(iii) Migrant Worker out of (ii) above	Male	Female	Transgender	Total	Male	Female	Transgender	Total	
(iv) Number of fixed term employee engaged	Male	Female	Transgender	Total	Male	Female	Transgender	Total	

D. Details of contractors engaged in the Establishment:

Sl. No.	Name with LIN of the Contractor	No. of Contract Labour Engaged

E. Details of various Health and Welfare Amenities provided.

Sl. No.	Nature of various welfare amenities provided	Statutory (specify the statute)	Instructions for filling
1.	Whether facility of Canteen provided (as per section 24(v) of OSH Code, 2020)	Tick yes or no in the box	Applicable to all establishments where in hundred or more worker including contract labour were ordinarily employed
2.	Crèches (as per section 67 of Code on Social Security Code, 2020 and Section 24 of the OSH Code 2020)	Tick yes or no in the box	Applicable to all establishments where fifty or more workers are employed
3.	Ambulance Room (as per section 24(2)(i) of OSH Code, 2020)	Tick yes or no in the box	Applicable to mine, building and other construction work wherein more than five hundred workers are ordinarily employed
4.	Safety Committee (as per Section 22(1) of OSH Code, 2020.	Tick yes or no in the box	Applicable to establishments and factories employing 500 workers or more, factory carrying on hazardous process and BoCW employing 250 workers or more, and mines employing 100 or more workers.
5.	Safety Officer (as per section 22(2) of OSH Code, 2020)	No. of safety officers appointed	In case of mine 100 or more workers and in case of BoCW 250 or more workers are ordinarily employed.
6.	Qualified Medical Practitioner (as per Section 12 (2) of OSH Code 2020.	No. of Qualified Medical Practitioner appointed.	There is no specification for minimum number of Qualified Medical Practitioner employed in establishment. However, this detail is required to have data on occupational health.

F. The Industrial Relations:					Instructions for filling
1.	Is the Works Committee has been functioning. (section 3 of IR Code, 2020)		Yes/No		Industrial establishment in which 100 or more workers are employed
(a)	Date of its constitution.				
2.	Whether the Grievance Redressal Committee constituted (section 4 of IR Code, 2020)		Yes/No		Industrial establishment employing 20 or more workers are employed
3.	Number of Unions in the establishments.				
4.	Whether any negotiation union exist (Section 14 of IR Code, 2020)		Yes/No		
5.	Whether any negotiating council is constituted (Section 14 of IR Code, 2020)		Yes/No		
6.	Number of workers discharged, dismissed, retrenched or whose services were terminated during the year:				
	Discharged	Dismissed	Retrenched	Terminated or Removed	Grand Total
7.	Man-days lost during the year on account of				
Sl. No.	Reasons	Period / Date	No. of man-days lost	Loss in term of money	
(a)	Strike				
(b)	Lockout				
8.	Details of retrenchment / lay off				
Sl. No.	No. of persons retrenched during the	Details of payment paid to retrenched	No. of workers laid off during	No. of man-days lost due to lay-off	

	period	employees	the period		

G. Details pertaining to maternity benefit:

No. of female employees	No. of female employees availed maternity leave	No. of female employees paid medical bonus	No. of deduction of wages, if any made from female employees	

H. Details of payment of bonus:

Sl. No.	No. of employees covered under the Bonus provision	Total amount of bonus actually paid	Date on which the Bonus paid

I. Details of accidents, dangerous occurrence and notifiable diseases:

Sl. No.	Total number of accidents by which a person injured is prevented from working for a period of 48 hours or more as per Section 10 of the OSH Code, 2020.	Total number of fatal accidents and names of the deceased as per Section 10 of the OSH Code, 2020.	Total number of Dangerous Occurrences as defined under Section 11 of the OSH Code, 2020	Total number of cases of Notifiable Diseases specified in Third Schedule of the OSH Code, 2020 along with the details of affected persons

J. Mandays and Production Lost due to accidents / dangerous occurrence

Sl. No.	Accident/Dangerous Occurrence	Mandays lost	Production Lost

ANNUAL RETURN FORM IN CASE OF MINES ONLY, Part II

Annual Returns for the year ending on the 31st December.....

1. Particulars of the mine

(i)	Type of organization*	
(ii)	Type of ownership**	
(iii)	Company name/ Owner name	
(iv)	Type of mineral #	
(v)	Name of mineral	
(vi)	Type of mine###	
(vii)	Degree of gassiness***	
(viii)	Depth of working (Select for different workings)	
(ix)	Date of opening	
(x)	Date of closing (if any)	
(xi)	Date of reopening (if any)	

Table C: Oil Mines

Item No.	Type of Product	Opening Stock on 1 st Jan	Production	Values (in Rupees)	Dispatches			Closing Stock as on 31 st Dec
					To Refinery	To market	For in-house Consumption	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	Oil (in Metric Tonnes)							
2.	Gas (in Metric Tonnes)							

5. Explosive used:

	Consumption of explosives	Underground	Opencast	Total
(a)	Permitted explosives (Kg)			
(ii)	Non-Permitted explosives (Kg)			
(iii)	Total (i+ii)			
(iv)	Detonators (in Nos.)			

6. Machinery and Equipment**a. Aggregate horse-power of machinery and equipment installed in the mine**

Place	Electrical operated machinery (KW/HP)	Oil/Natural gas/steam/any other (KW/HP)	Compressed air operated machinery (KW/HP)	Total (KWHP)
Underground*				
Opencast*				
Aboveground*				
On shore*				
Off Shore*				
Total (HP)				

*- Delete whichever is not applicable

b. Voltage(s) at which electricity is used for lighting and machinery

S.No	Voltage	Installed Capacity(KW)

c. Machinery used in underground mine (for coal & metal mines)

Winding Engine		Man-riding other than winding		Other Transport		Coal/Ore cutting/Ripping/Shearing		Drilling and Loading Machines		Compressors and Pumping		Conveyors		Mechanical Ventilator (Underground)/Aboveground		Coal Handling/Mineral dressing Plant		Other Machinery		Total	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)
HP.	No.	HP.	No.	HP.	No.	HP.	No.	HP.	No.	HP.	No.	HP.	No.	HP.	No.	HP.	No.	HP.	No.	HP.	No.

*- Delete whichever is not applicable

d. Machinery used in Opencast mine (for coal & metal mines)

Material Transport		Other Transport		Coal/Ore cutting/Ripping/Shearing		Drilling Machines		Loading Machines		Compressors		Conveyors		Pumping		Coal Handling / Mineral dressing Plant (Above ground)		Other Machinery		Total	
(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)		(10)		(11)	
No.	HP	No.	HP	No.	HP	No.	HP	No.	HP	No.	HP	No.	HP	No.	HP	No.	HP	No.	HP	No.	HP

*- Delete whichever is not applicable

7. Details of drilling and other rigs, oil wells and gas wells and pipelines; exploration rigs & workover rigs (for Oil Mines):

a. Drilling and other rigs, oil wells and gas wells and pipelines:

Item No.	Classification	Number of Rigs			Total No. of Rigs in use
		Company Owned	Hired	O & M basis	
1.0	Drilling, workover and other rigs				
1.1	Drilling				
1.2	Workover				
2.0	Oil, gas and other wells				
2.1	Wells drilled				
2.2	Wells abandoned				
2.3	Gas wells completed				
2.4	Oil wells completed				
2.5	Gas wells on production				
2.6	Oil wells on production				
2.7	Oil wells where production discontinued				
3.0	Pipelines	Length (in meters)			Diameter (in meters)
3.1	Flow lines laid from wells to gathering station				
3.2	Pipelines laid from gathering station to central processing & storage tanks				
3.3	Others (specify)				

b. Exploration rigs & Workover rigs

Exploration rigs:				Workover rigs:		
Name of the drilling- rig	Date of commissioning	Number of wells drilled during the year	Total meters drilled since its commissioning	Name of the workover rig	Date of commissioning	Description of work done during the year

8.0 Medical Examination & Training**8.1 Initial/periodical medical examination (IME/PME) conducted during the year**

Number of persons employed			Number of persons required to undergo IME			Number of persons undergone IME			Number of persons required to undergo PME			Number of persons undergone PME			Number of persons declared medically unfit			Number of persons given special/higher medical treatment			
Departmental	Contractual	Total	Departmental	Contractual	Total	Departmental	Contractual	Total	Departmental	Contractual	Total	Departmental	Contractual	Total	Departmental	Contractual	Total	Departmental	Contractual	Total	

8.2 Occupational diseases

Sl No.	Disease Name	No. of cases	
		Departmental	Contractual
1.	*		
2.	*		
Total			

Note: * Mention diseases specified under Third schedule of the OSH & WC Code, 2020 connected with mining operations, whichever is applicable.

8.3 Vocational training imparted during the year

Number of persons employed			Number of persons required to undergo Basic Vocational Training			Number of persons imparted Basic Vocational Training			Number of persons required to undergo Refresher Training			Number of persons imparted Refresher Training			Number of persons imparted special Training		
Departmental	Contractual	Total	Departmental	Contractual	Total	Departmental	Contractual	Total	Departmental	Contractual	Total	Departmental	Contractual	Total	Departmental	Contractual	Total

9.0 Accident and Dangerous Occurrence statistics

	Fatal Accidents			Serious Accidents		Reportable Accidents		Minor Accidents		Dangerous Occurrences	
	No. of accidents	No. of persons killed	No. of persons seriously injured	No. of accidents	No. of persons seriously injured	No. of accidents	No. of persons Injured	No. of accidents	No. of persons Injured	No. of Occurrences	Nature of Occurrence [#]
Underground*											
Opencast*											
Aboveground*											
On Shore*											
Off shore*											
Total											

*- Delete whichever is not applicable; #- Select from List of Dangerous occurrence given in Mines Regulations

10. Safety Management Plan:

A. Review, audit and SOP:

- (i) Last date of review of Safety Management Plan:
(ii) Last date of audit of Safety management Plan:
(iii) No. of SOP framed and implemented as per Safety Management Plan:

B. Principal Hazard Management Plan:

Sl. No.	List of principal hazards identified	Principal hazard mitigation date as per Safety Management Plan	Status of principal hazard as on 31 st December**	Remarks in case principal hazard has not been mitigated till date with reasons for failure to mitigate the same
1.	*			
2.	*			
3.	*			

Note : Add rows as per requirement; * Mention principal hazards; ** Write “Mitigated” or “Not Mitigated”

11. Mines Rescue Station:

- (i) Location of the Mines Rescue Station:
(ii) Address of the Mines Rescue Station:
(iii) Name of the Superintendent of Mines Rescue Station:
(iv) Postal address, email ID and Mobile Number of the Superintendent of Mines Rescue Station:
(v) Details of equipment/apparatus and personals

Type of equipment/Apparatus provided in Mines Rescue Stations/Mines Rescue Rooms	Number provided	Personals	Number provided
		Superintendent	
		Instructors	
		Rescue brigades	
		Number of Rescue Rooms	
		Rescue room in-charge	
		Number of underground mines served by the rescue station	
		Number of rescue trained persons	
		Number of rescue trained persons given refresher practice	
		Number of rescue trained persons medically examined	

(vi) Particulars of emergencies attended:

Certified that the tables in prescribed format are duly filled in and information and/ figures given in all the tables are correct to the best of my knowledge.

Signature of Owner/Agent/Manager with seal

Place:

Dated:

FORM-X

(See Rule-61)

REGISTER OF ACCIDENTS AND DANGEROUS OCCURRENCES

Name of Injured person (if any)	Date of Accident or dangerous occurrence	Date of report to Inspector-cum-Facilitator	Nature of accident or dangerous occurrence	Date of return of injured Person to work	Number of days the injured Person was absent from work
1	2	3	4	5	6

FORM-XI

[See Rule-62]

REGISTER FOR LEAVE WITH WAGES

Part I - Adults

Part II - Adolescents

Establishment:

Name of worker :

Department :

Father's Name:

Sl. No	Sl.no. in the register of workers	Date of entry into service	Interruptions					Leave due with effect from	Whether leave not desired during the next 12 months	Date from which the worker is allowed leave	Wages for Leave Paid in	Discharged worker		Remarks
			Sickness and accidents	Authorized Leave	Lock Out or Legal Strike	Involuntary unemployment	Others					Date of Discharge	Date & amount of payment made in lieu of leave due	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Note:- Separate page shall be allotted to each worker**FORM -XII**

(Rule-64)

IMPROVEMENT NOTICE AND PROHIBITION ORDER**PART I****PROHIBITION ORDER**

Inspector-cum-facilitators Notice on Inspection of Establishment, Lifting Appliance, Loose Gears and other such gears, Equipment, Ladders and Staging. Inspector-cum-Facilitator's notice to the occupier, employer, owner, master, Officer-in-charge, Owner of lifting appliances, loose gears and lifting devices or the person, scaffold who, by himself, his agents, or his employers as the case may be.

Name of the establishment, lifting appliance, lifting device, transport equipment, ladders and staging	Where situated lying/used/location	Registration no. of the establishment	LIN No. of the establishment
1	2	3	4

An inspection of the above named establishment, lifting appliances, loose gears, lifting devices, transport equipment, ladders and staging was made on _____.

The activities connected with establishment-which are being carried on by you/about to be carried on by you/under your control involve a risk or danger to the life. Safety and health of employee and involve the following contraventions :

CONTRAVENTIONS

Therefore, I hereby direct that the said activities shall not be carried on by you or under your control unless the said contraventions and matters mentioned have been remedied to the satisfaction of the Inspector-cum-Facilitator. This order is being issued without prejudice or any legal action which may be taken for these contraventions.

On hearing from you that the requirements have been complied with the establishment, lifting appliance, loose gear or similar gear/transport equipment/ladders/ staging, scaffold shall again be visited with a view to the inspection being completed.

No. _____

Dated at _____ this _____ day of 20 _____

Inspector-cum-Facilitator under the Occupational Safety, Health and Working Conditions Code, 2020

REQUIREMENTS

On compliance with all or any of the above contraventions, the Inspector-cum-Facilitator shall be informed in the manner prescribed overleaf, of the date and place at which the establishment, lifting appliance, loose gears or similar gear transport equipment, ladders and staging, scaffold can be re-inspected.

Sir,

The contravention notified by you have been effectively attended to. The establishment, lifting appliance, loose gears or similar gear, transport equipment, ladders and staging, scaffold shall be ready for inspection on the date

Sir,

The contravention notified by you have been effectively attended to. The establishment, lifting appliance, loose gears or similar gear, transport equipment, ladders and staging, scaffold shall be ready for inspection on the date and place named below:

Date of Inspection	Place
Dated at _____ this day of _____ 20_____	Employer, Occupier, Owner, Manager, Master, Officer-in-charge or Agents, owner of machinery and gear or the person, who by himself, his agents or his employers, carried on the establishment.

To

The Inspector-cum-Facilitator under the Occupational Safety, Health and Working Conditions Code, 2020

PART - II

Improvement Notice

Inspector-cum-Facilitator's notice to the employer, Owner, Master, Manager, Officer-in-Charge or Agents, Owner of lifting appliances, loose gears lifting devices, scaffold or the person, who, by himself, his agents or his employers, carries on the establishment, as the case may be.....

Name of the establishment, lifting appliances, loose gear, lifting device, transport, equipment, ladders and stagings, scaffold;	Where situated/lying used/location	Port of Registry	Official no.(if any) of the ship

An inspection of the above-named establishment, ~~deck~~ ship, lifting appliances, loose gears, lifting devices, transport equipment, ladders and stagings, scaffold was made on

The following contraventions were observed. You are required to remedy the said contraventions and send the compliance report in writing within..... days.

This notice is being issued without prejudice to any legal action which may be taken for these contraventions on hearing from you that the requirements have been complied with the establishment, lifting appliance/loose gear or similar other gear/transport equipment/ladders/ staging, scaffold will again be visited with a view to the inspection being completed.

Contraventions No. _____ Dated _____ this _____ day of _____
20____ Inspector-cum-Facilitator under the Occupational Safety, Health and Working Conditions Code, 2020

Requirements. On compliance with all or any of the requirements, the Inspector-cum-Facilitator should be informed in the manner prescribed overleaf of the date and place at which the establishment, lifting appliance, loose gear, transport equipment, ladders and staging, scaffold can be re-inspected.

The requirements noted by you have been effectively fulfilled. The establishment, lifting appliance, loose gear, lifting devices, transport equipment, ladders and staging, scaffold will be ready for inspection on the date and place named below:

Date of Inspection	Place
Dated at _____ this day of _____ 20_____	Employer, occupier, Owner, Master, Manager, Officer-in-charge or Agents, owner of machinery and gear or the person, who, by himself, his agents or his employers, carried on the establishment.

To

The Inspector-cum-Facilitator under the Occupation Safety, Health and Working Conditions Code, 2020.

FORM-XIII

(Under Rule-71 and 72)

APPLICATION FOR LICENSE

On Line Application for License/ Renewal of License/Amendment of License (including Common/single license)	
Government of India, Ministry of Labour and Employment	
ESTABLISHMENT PROFILE:	
Labour Identification Number	Date
Acknowledgement Number: Date of Application:	
I. Particulars of Establishment for which licence required:	
1. Name of Establishment:	
2. Address of establishment	
(a) Head Office address along with email Id :	
(b) Corporate office address along with email Id:	
3. Telephone Number :	
4. Activity as per National Industrial Classification : (Select all applicable activities given)	
5. Details of selected NIC Code:	
6. Nature of work carried on in main establishment :	
7. Identifier of the Establishment : (Select) : esign/digital sign	
II. Details of Employer:	
1. Full Name of Employer:relationship with establishment.	
2. Full Address of Employer:	

3. Email Id of employer:

4. Mobile No. of employer:

III. Particulars of the Contract Labour to be employed / is employed (If licence is required work wise)

Locations of worksites	Name of works	Activity as per national industrial classification	Date of commencement	Date of completion	Name of Establishments in which contract labour is/proposed to be employed	Name Address, email id of the Site Incharge
1	2		3	4	5	6

5. Maximum number of workmen proposed to be employed on the Establishment on any date: 24

6. Amount of Licence Fee: **INR** (Transaction Id :)7. Amount of Security Deposit: **INR** (Transaction Id :)**IV. DETAILS OF ESTABLISHMENTS FOR WHICH COMMON LICENCE REQUIRED , (IF APPLYING FOR)**

Type of Establishments	Name & Address of establishment	(i)Nature of work carried out in the establishment (ii) Activity as per National Ind'l classification	Date of commencement	Permanent establishment or probable date of completion	Maximum number of employees employed/ proposed to be employed	Maximum number of employees employed/ proposed to be employed
1	2	3	4	5	6	7

V. DETAILS OF ESTABLISHMENTS FOR WHICH SINGLE LICENCE IS REQUIRED (IF APPLYING FOR)

Name of States in which the establishments are situated	Name of each work	Maximum number of labour will be/is employed	Date of commencement	Permanent establishment or probable date of completion	Maximum number of employees employed/ proposed to be employed	Registration number, if obtained, then details thereof
1	2	3	4	5	6	7

Signature of Contractor

(eSign/DSC)

Note: This is an online application summary applied on Shram Suvidha Portal.**APPLICATION FOR RENEWAL OF LICENCE**

1. Licence No. Date :

2. LIN & PAN

2. Name and address of the establishment:

3. Date of expiry of previous licence :

4. Whether the licence of the employer/contractor was suspended or revoked:

5. Details of Fees paid : (Enclose e-payment receipt): Amount date of payment :

E-sign /digital sign of the employer/contractor date:

APPLICATION FOR AMENDMENT OF LICENCE :	
1. Licence No	Date:
2. LIN & PAN	
3. Name and address of the establishment:	
4. Details for which amendment is sought :	
(a). Maximum number of worker presently employed : (If there is increase in the maximum number of workers to be employed, then additional fees/security deposit as per law needs to be deposited:	
(b). Details of fees paid through e payment date on which made :	
©. Other details requiring amendment in the licence issued (Necessary documents may be uploaded in support of change required)	

E-sign /digital sign of the employer/contractor

date of application.

FORM-XIV**(Under Rule-73)****PROFORMA OF LICENSE**

Licence No. -----

Reg. No. -----

Date of Reg. -----

Licence is hereby granted to -----

for the premises known as -----

situated at -----

for use as a establishment within the limits stated herein after, subject to provisions of the Occupational Safety, Health and Working Conditions Code, 2020, and the rules made there under.

The ----- 20..

Issuing Authority

Sl.No.	Period of issue	Valid For	Fee	Date of Payment	Excess fee for late payment	Date of payment	Signature of the Issuing Authority
		Maximum number of Contract labour /workers on any one day					

AMENDMENTS:

Year when Amended	Maximum number of Contract labour /workers on any one day	Date of payment of amendment fee	Date of Payment	Signature of the Issuing Authority

FORM-XV**(Under Rule-83)****EXPERIENCE CERTIFICATE OF CONTRACT EMPLOYEE**

<u>To whom so ever concerned</u>	
1.	Name of contractor/employer*:
2.	LIN/PAN No. of the contractor/employer *:
3.	Email Id of the contractor /employer *:
4.	Mobile No. of the contractor/employer *:
5.	Nature and location of work:
6.	Name of Principal Employer*:
7.	LIN/PAN No. of the Principal Employer :*
8.	Email Id of the Principal Employer : *
9.	Mobile No. of the Principal Employer :*
10.	Name of the worker*:
11.	UAN / Aadhaar No.:
12.	Mobile No. :
13.	Serial Number in the Employee Register :
14.	Registration number, date and name of the Board if the building and other construction worker is registered as a beneficiary:
15.	Period of Employment:
16.	Designation:
Seal and Signature of Contractor	
*Please strike off whichever is not applicable.	

FORM-XVI**(Under Rule-88)****Agreement between Producer and Audio-visual worker**

This agreement is made on this day monthyear..... between Messers..... having office at (hereinafter referred to as the “Producer”) on the first part and Shri/Smt/Kumson/daughter/wife of Shri residing at (hereinafter referred to as the “audio-visual worker”) on the second part. The terms ‘Producer’ and ‘audio-visual worker’ shall include their heirs, successors, administrators and legal representatives:

Now, therefore this agreement is made as follows:

1. That both the parties agree that the duration of this agreement shall be from the date hereof till the completion of the audio-visual and this period shall not exceed consecutive months.
2. That the audio-visual worker agrees to attend studio, location or work place, as the case may be, subject to the requirement of his previous engagement and on his confirmation, to his respective job punctually as and when he shall be required by a written intimation by the Producer or the person duly authorised by him in writing.

3. That inconsideration of the audio-visual worker services, as aforesaid, the Producer agrees to pay and the audio-visual worker agrees to receive a sum of Rs.(Rupees) payable as advance on signing of this agreement and the balance of Rs.payable in equal installments.
4. That in the event of the audio-visual production being not complete within the stipulated period and the Producer still needing the services of the audio-visual worker to complete the audio-visual production, the producer agrees to pay and the audio-visual worker agrees to receive additional remuneration on pro-rata basis, payable in the same manner as stated in Clause 3 above, till the completion of the production.
5. That in case the assignment of the audio-visual worker is completed earlier than the period stipulated in Clauses 1 and 4 above, the producer shall settle the account of the audio-visual worker and pay the remaining balance of the agreement amount in full before the commencement of re-recording work/censor of the production, whichever is earlier.
6. That the audio-visual worker shall, if so required,
 - (a) attend the studios, location or work-place, as the case may be, earlier than the a scheduled time of the shift, for preparatory work, and in that case, he/she shall be paid by the Producer extra wages at the rate of Rs.per hour or part thereof for such early attendance.
 - (b) continue to work beyond the working day, with one hour break and in that case, he/she shall be paid by the Producer extra wages at the rate of Rs..... for the work during the extended hours and refreshments, and transport facilities.
8. That the Producer shall provide transport and food or pay traveling allowances to and fro to report to duty and food allowance while on duty as are customary or fixed by bilateral arrangements between the Producer's and audio-visual worker's representative organizations.
9. That the Producer shall also pay for all travelling and accommodation expenses, fares, cost of food and such other allowances as are customary when the audio-visual worker is required to work on location outdoors.
10. That the Producer shall get the audio-visual worker insured for any injury or damage to his/her person including death caused by accident arising out of or in the course of his/her employment and/or during the period of his/her assignment under this agreement.
11. That where the Producer is prevented from proceeding with the production of the audio-visual by reason of fire, riot, natural calamity, order of the public authority or any other reason beyond his control :-
 - (a) he shall be entitled to suspend the operation of this agreement during the period of suspension of production in case the production is suspended. The producer shall serve notice in writing of such suspension on the audio-visual worker and shall pay all his/her dues up to the date of service of such notice. Upon resumption of work on the film, this agreement shall revive and shall remain valid for the period stipulated in Clause I excluding the period of suspension therefrom ; or
 - (b) he shall be entitled to terminate this agreement as from the cessation of production, in case the production ceases completely. The producer shall serve a notice in writing of such cessation on the audio-visual worker and make payment of all the amount due to the audio-visual worker at the time of termination.
12. That in case if the Producer desires to terminate this agreement before the expiry of its term for reasons other than misconduct in relation to performance of the audio-visual worker's duties or of his/her unwillingness to perform the services required under this agreement, the producer shall be entitled to do so only upon payment of the balance of the stipulated amount of the agreement. Only after such payment to the audio-visual worker, the Producer shall be titled to employ another audio-visual worker in his/her place.
13. That the Producer shall have the right to terminate this agreement on ground of misconduct on the part of the audio-visual worker in relation to performance of his/her duties or his/her unwillingness to perform the service required under the agreement, upon payment to the audio-visual worker of the amount due at the time of termination, calculated taking into consideration the audio-visual worker's total work in the audio-visual and the work he/she has completed till the date of termination of this agreement. Termination under this clause shall not be made unless the charges of the Producer against the audio-visual worker are proved before a forum comprising equal number of representatives of the Producers' Organisation and the audio-visual worker's Organisation to which the Producer and the audio-visual worker respectively may belong. The decision of the forum shall be binding on both the parties. The producer can engage another audio-visual worker for the job towards this agreement only after the forum has given a decision in favour of such termination and the audio-visual worker has been paid all his dues.

14. That in case of premature termination of this agreement, it shall be the option of the Producer whether or not to retain the work of the audio-visual worker in the audio-visual and at the same time, it shall be option of the audio-visual worker whether or not to allow his/her name to go on the credit titles of the film.
15. That the Producer shall have the right to decide the manner of representing the audio-visual worker's personality on the screen, his/her clothes, make-up and hair-style and the audio-visual worker shall fully and willingly comply with the direction of the Producer in this regard, provided that the requirements of the Producer in this respect have been notified to the audio-visual worker and accepted by him/her.
16. That the audio-visual worker agrees that he/she shall render his/her services to the best of his/her ability in such manner as the Producer or, at his instance, the Director of the audio-visual may direct and shall comply with all reasonable instructions that he may give for the production of the film.
17. That the Producer shall also pay for all traveling and accommodation expenses, fares, cost of food and such other allowances as are customary when the audio-visual worker is required to work on location outdoors.
18. That the Producer shall get the audio-visual worker insured for any injury or damage to his/her person including death caused by accident arising out of or in the course of his/her employment and/or during the period of his/her assignment under this agreement.
19. That where the Producer is prevented from proceeding with the production of the audio-visual by reason of fire, riot, natural calamity, order of the public authority or any other reason beyond his control :-
- (a) he shall be entitled to suspend the operation of this agreement during the period of suspension of production in case the production is suspended. The producer shall serve notice in writing of such suspension on the audio-visual worker and shall pay all his/her dues up to the date of service of such notice. Upon resumption of work on the film, this agreement shall revive and shall remain valid for the period stipulated in Clause I excluding the period of suspension there from ; or
- (b) he shall be entitled to terminate this agreement as from the cessation of production, in case the production ceases completely. The producer shall serve a notice in writing of such cessation on the audio-visual worker and make payment of all the amount due to the audio-visual worker at the time of termination.
20. That in case if the Producer desires to terminate this agreement before the expiry of its term for reasons other than misconduct in relation to performance of the audio-visual worker's duties or of his/her unwillingness to perform the services required under this agreement the producer shall be entitled to do so only upon payment of the balance of the stipulated amount of the agreement. Only after such payment to the audio-visual worker, the Producer shall be entitled to employ another audio-visual worker in his/her place.
21. That the Producer shall have the right to terminate this agreement on ground of misconduct on the part of the audio-visual worker in relation to performance of his/her duties or his/her unwillingness to perform the service required under the agreement, upon payment to the audio-visual worker of the amount due at the time of termination, calculated taking into consideration the audio-visual worker's total work in the audio-visual and the work he/she has completed till the date of termination of this agreement. Termination under this clause shall not be made unless the charges of the Producer against the audio-visual worker are provide before a forum comprising equal number of representatives of the Producers' Organisation and the audio-visual worker's Organisation to which the Producer and the audio-visual worker respectively may belong. The decision of the forum shall be binding on both the parties. The producer can engage another audio-visual worker for the job towards this agreement only after the forum has given a decision in favor of such termination and the audio-visual worker has been paid all his dues.
22. That in case of premature termination of this agreement, it shall be the option of the Producer whether or not to retain the work of the audio-visual worker in the audio-visual and at the same time, it shall be option of the audio-visual workers whether or not to allow his/her name to go on the credit titles of the film.
23. That the Producer shall have the right to decide the manner of representing the audio-visual worker's personality on the screen, his/her clothes, make-up and hair-style and the audio-visual worker shall fully and willingly comply with the direction of the Producer in this regard, provided that the requirements of the Producer in this respect have been notified to the audio-visual worker and accepted by him/her.
24. That the audio-visual worker agrees that he/she shall render his/her services to the best of his/her ability in such manner as the Producer or, at his instance, the Director of the audio-visual may direct and shall comply with all reasonable instructions that he may give for the production of the film.
25. That the audio-visual worker shall comply with all the regulations of the studio, location or work place as the case may be.

26. That the Producer shall not without the consent in writing of the audio-visual worker, assign or transfer the benefit of this agreement to any other person.

27. That the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 shall be applicable to this agreement.

28. That the Producer shall not utilise the work of the audio-visual worker in any film, other than the audio-visual under this agreement, without prior permission of the audio-visual worker.

The parties have put their hands to this agreement on the date, month and year said above in the presence of each other and in the presence of the witnesses.

1. Witness	Producer
Name Address	
2. Witness	audio-visual worker

Name Address

[F. No. S-65025/01/2020-ISH-II]

GOPAL PRASAD, Economic Adviser