

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

### SUPPLEMENT

#### GOVERNMENT OF GOA

##### Labour Department

##### Notification

26/36/2026/LAB/220

Date : 08-May-2026

The following draft Rules, which the Government of Goa proposes to make in exercise of the powers conferred by of sections 133 and section 135 of the Occupational Safety, Health and Working Conditions Code, 2020 (Central Act No.37 of 2020)(hereinafter referred to as the “said Code”) and in supersession of earlier notification No.24/03/2020-LAB/Part-III/597 dated 01-12-2021 published in the Official Gazette (Supplement), Sr.I No.37, dated 09-12-2021 and

- (i) the Goa, Daman and Diu Contract Labour (Regulation and Abolition) Rules, 1972;
- (ii) the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Rules, 1982; and
- (iii) the Goa, Daman and Diu Beedi and Cigar Workers (Conditions of Service) Rules, 1969, made by the Government of Goa in exercise of the powers conferred under the Contract Labour (Regulation and Abolition) Act, 1970 (No.37 of 1970), the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 (No.30 of 1979) and the Beedi and Cigar Workers (Conditions of Employment) Act, 1966 (No.32 of 1966), respectively, which are repealed by section 143 of the said Code except as respect of the things done or omitted to be done before such supersession are hereby pre-published as required sub-section (1) of sections 133 and 135 of the said Code, for information of all persons likely to be affected thereby and notice is hereby given that the said draft Rules will be taken into consideration by the Government after expiry of a period of thirty days from the date of publication of this Notification in the Official Gazette.

All objections and/or suggestions to the said draft Rules may be forwarded to the Secretary (Labour), Secretariat, Porvorim, Goa before the expiry of the said period of thirty days so that they may be taken into consideration at the time of finalization of said draft Rules.

### DRAFT RULES

In exercise of the powers conferred by section 133 and 135 of the Occupational Safety, Health and Working Conditions Code, 2020 (Central Act No.37 of 2020) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:-

#### CHAPTER – I PRELIMINARY

1. Short title and commencement .- (1) These rules may be called the Goa Occupational Safety, Health and Working Conditions (Labour) Rules, 2026.

(2) They shall come into force on the date of their final publication in the official Gazette.

2. Definitions: (1) In these rules, unless the context otherwise requires,-

(a) “Appellate Officer” means officer as notified by Government under section 4;

(b) “Board” means the Goa Occupational Safety and Health Advisory Board constituted under section 17;

(c) “Central Labour Codes” means Occupational Safety, Health and Working Conditions Code, 2020 (Central Act no.37 of 2020) ; Code on Social Security, 2020 (Central Act no. 36 of 2020); Industrial Relations Code, 2020 (Central Act no.35 of 2020) and Code on Wages, 2019 (Central Act no.29 of 2019);

(d) “Code” means the Occupational Safety, Health and Working Conditions Code, 2020 (37 of 2020);

(e) “Form” means form appended to these rules;

(f) “Government” means the Government of Goa;

(g) “Manager” means the person responsible to the employer or occupier for the working of the establishment for the purposes of the Code;

(h) “portal” means a portal of the Government;

(i) “quarter” means the period of three consecutive months beginning on the 1<sup>st</sup> day of January, the 1<sup>st</sup> day of April, the 1<sup>st</sup> day of July or the 1<sup>st</sup> day of October;

(j) “registering officer” means an officer of the Office of the Commissioner, Labour and Employment appointed by the Government under the Code for purpose of these Rules;

(k) “section” means section of the Code;

(l) “year” means the period of twelve months beginning from 1<sup>st</sup> day of January in any year.

(2) Words and expressions used and not defined in these rules but defined in the Code, shall have the meanings respectively assigned to them in the Code.

## CHAPTER - II REGISTRATION

3. Application for registration under section 3 .- (1) The application referred to in sub-section (1) of section (3) shall be made electronically in Form I hereto, by giving details about the establishment, and uploading documents related to registration of the establishment, proof of identity and address of the employer(s) as specified in the said Form to the registering officer of the area in which the establishment sought to be registered is located. Such Form shall be signed digitally on the portal or otherwise. The applicant shall be responsible for veracity of all information submitted in the application.

(2) Every such application shall be accompanied by an undertaking in Annexure – A appended to Form I on letter head of the establishment duly signed by the employer or occupier or owner or proprietor regarding the matter about non-engagement of contract labourers in core activity of the establishment and he shall upload the same on the portal or submit the same either by Registered Post or otherwise.

(3) Every online application of the registration shall be accompanied by,-

(a) a self-declaration in Annexure – B appended to Form I;

(b) a self-declaration for self attestation in Annexure – C appended to Form I.

(4) The Permanent Account Number (PAN) of the applicant or Tax Deduction Account Number (TAN) of the establishment allotted under the Income Tax Act, 1961 or any other unique number allotted to the establishment under any other Act for the time being in force or any other particular furnished in such Form, may be verified online or otherwise.

(5) The fees to be paid through e-payment for the grant of a certificate of registration under this rule shall be as given in the following table, namely:-

Table

Sr.No.	Number of Employees Proposed to be employed in the establishment on any day.	Fees payable
(1)	(2)	(3)
1.	0 to 10	Rs.3,200/-
2.	11 to 20	Rs.4,800/-
3.	21 to 50	Rs.12,000/-
4.	51 to 100	Rs.24,000/-
5.	101 to 200	Rs.48,000/-
6.	201 to 400	Rs.96,000/-
7.	401 and above	Rs.1,20,000/-

(6) Where an employer has not submitted his application for registration within a period of sixty days as required under sub-section (1) of section 3, then he shall submit the application for registration alongwith late fee as given in the following table, namely:-

Table

Sr.No.	Period of delay	Percentage of late fees
(1)	(2)	(3)
1.	Up to 30 days	25%
2.	Up to 60 days	50%
3.	Up to 90 days	75%
4.	Beyond 91 days	100%

(7) The certificate of registration shall be issued electronically immediately in such form as prescribed by the Central Government, if the application is complete in all respects, but not later than seven days from the date of submission of complete application, failing which such establishment shall be deemed to have been registered and the certificate of registration shall be auto generated:

Provided that in exceptional circumstances the Government may, for such period, by notification, as specified therein dispense with requirement of electronic registration, in respect of any establishment or class of establishments, for any part or whole of the State of Goa, and submission of application in Form I hereto so provided may be allowed.

(8) The certificate of registration shall be non-transferable and a copy of the certificate of registration shall be displayed in the premises of the establishment at the conspicuous place and on its official website, if any.

(9) The registering officer under the Code may direct the employer who fails to comply with the requirements of sub-rule (1), to comply with such requirements within the time stated in such direction and such employer shall, thereupon comply with the instructions issued by the such officer.

(10) The employer in respect of establishment already registered under the Buildings and Other Construction Workers (Regulation of Employment and Condition of Services) Act, 1996 (Central Act No. 27 of 1996); the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Services) Act, 1979 (Central Act No. 30 of 1979); the Motor Transport Workers Act, 1961 and the Contract Labour (Regulation and Abolition) Act, 1970 (Central Act No. 37 of 1970); for the time being in force, shall update the registration particulars electronically on the portal within a period of six months from the date of commencement of these Rules.

(11) The employer shall quote the registration number on all documents prepared or completed by him in connection with the Code or Rules or Regulations or Scheme, as the case may be, made there-under and in all correspondence with the office concerned.

(12) Any change in the ownership, management or any particulars furnished in the Registration Form submitted on the specified portal, shall be updated on the portal by employer within a period of thirty days of such change.

(13) The employer of an establishment to which the provisions of the Code apply and whose business activities are in process of closure, may apply for cancellation of registration online on the portal after giving complete details of the dues payable if any, under the Central Labour Codes and rules made there-under:

Provided that no such application for cancellation of registration shall be entertained unless the occupier has furnished all statutory returns, paid all statutory dues under the Central labour Codes and any other Central and State labour laws in force in accordance with the law applicable for the time being and submitted a self-certification to that effect alongwith the application.

(14) The registering officer shall maintain a Register of Establishment electronically in Form II hereto showing the particulars of establishment in relation to which certificate of registration have been issued by him.

(15) Any registration obtained by providing wrong information shall be liable to be cancelled provided that establishment has been given an opportunity to show cause within a period of 30 days, electronically or by registered post or by speed post, as to why the certificate of registration should not be cancelled.

4. Intimation of establishment (other than Factory, mines and other ports) Employing less than ten workers .- (1) Within a period of sixty days from, the date of the commencement of these Rules or the date on which establishment commences its business, the employer of every establishment (other than factory, mine and other port) employing less than ten workers shall give an intimation of having commenced the business to the Registering officer in whose jurisdiction the establishment is located by submitting online application in such form and together with such self-declaration and self-certified documents, as prescribed by the Central Government. The Registering officer shall issue to the employer of such establishment a receipt of intimation in such form and manner as may be prescribed by the Central Government. The details of the intimation receipt shall be recorded online in a register maintained in such form as may be prescribed by the Central Government:

Provided that if at any point of time the number of workers engaged in the establishment becomes ten or more, then all provisions of these Rules shall apply to such establishment and the employer of such establishment shall have to obtain registration as per the provisions of section 3 of the Code.

(ii) The employer of such establishment (other than factory, mine and other port) employing less than ten workers shall notify to the Registering Officer within thirty days from the date of the closing of the business that the establishment has been closed for business in such form and manner as may be prescribed by the Central Government. The Registering officer on receiving such information shall remove the entry of such establishment from the register kept for that purpose.

5. Notice of commencement or cessation of operation under section 5. - The employer shall, within thirty days of the commencement and cessation of any operation, as the case may be, intimate to the Inspector-cum-Facilitator and registering officer having jurisdiction in the area where the proposed establishment is situated or as the case may be, the work is to be executed, intimating the actual date of the commencement, completion of work and cessation of establishment as the case may be, in FORM III hereto electronically or otherwise and the notice of cessation or completion

of operation shall be enclosed with a certificate that the payment of all dues to the workers employed in the establishment have been made and that there are no dues payable to the workers.

CHAPTER - III  
DUTIES OF EMPLOYER AND EMPLOYEE

6. Annual health examination of employees under clause (c) of sub-section (1) of section 6.- The employees in an establishment shall be medically examined once before employment and thereafter the employer of every establishment shall arrange to conduct free of cost medical examination for every employee annually from the date of employment by qualified medical practitioner or facility set up by the Government including Goa Medical College and Hospital as per the proforma in Form IV hereto and Form V hereto. The Medical Certificate shall be submitted by the Medical Authorities to the concerned employer and the same shall be produced to the Inspector-cum-Facilitator as and when demanded.

7. Letter of appointment to employee under clause (f) of sub-section (1) of section 6.-No employee shall be employed in any establishment unless he has been issued a letter of appointment in Form VI hereto:

Provided that an employee, who has not been issued an appointment letter containing the required particulars, shall be issued an appointment letter within three months of coming into force of these Rules.

8. Notice of accidents and dangerous occurrences under sections 10, 11 and section 12 and remedial action under section 14 .- (1) Where at any place in an establishment other than factory, dock work and minor port or mine an accident or dangerous occurrence occurs which results in the death of any person (fatal accident), the employer or occupier or manager of the establishment shall forthwith send a notice thereof in Form -VII hereto electronically or otherwise by registered post or hand delivery and inform by telephone, special messenger, electronic mail (email) or short message service (sms) to the Chief Inspector-cum-Facilitator and Inspector-cum-Facilitator and District Magistrate or Sub-Divisional Officer and the officer-in-charge of the nearest police station and the family members or kin of the injured or deceased person within twenty-four hours:

Provided that if in case of fatal accident or dangerous occurrence, death occurs to any person injured by such accident or dangerous occurrence after the notices and reports have been sent by the employer or occupier or manager of the establishment then the employer or occupier or manager shall forthwith send a notice to the authorities and also have this information confirmed in writing within twelve hours of the death.

(2) Where at any place in an establishment other than factory and minor port or mine an accident occurs which results in bodily injury (nonfatal) by reason of which the person injured is prevented from working for a period of forty-eight hours or more immediately following the accident, the employer or occupier or manager of the establishment shall forthwith send a notice in Form -VII hereto within twelve hours after the completion of forty eight hours, electronically or otherwise by Registered Post, Speed Post or Hand delivery to the Inspector- cum-Facilitator of the area:

Provided that, if the period of disability from working for forty-eight hours or more referred above does not occur immediately following the accident, or the dangerous occurrence, but later on occurs in more than one spell, the report referred, shall be sent to the Inspector-cum-Facilitator in Form -VII hereto within twenty-four hours following the hours when the actual total period of disability from working resulting from the accident or the dangerous occurrence becomes forty-eight hours.

(3) On receipt of information from the employee relating to the existence of an imminent danger to their safety and health under section 14, the employer or occupier or manager of the establishment shall take immediate remedial action in this regard. The employer or occupier or manager of the establishment, whether satisfied or not, shall send a report forthwith of such actions taken to the Inspector-cum-Facilitator electronically or by registered post or speed post.

#### CHAPTER -IV

#### OCCUPATIONAL SAFETY AND HEALTH ADVISORY BOARD

9. State Occupational Safety and Health Advisory Board under section 17. - (1) Constitution of the Board .- The Goa Occupational Safety and Health Advisory Board shall consist of the following, namely :-

(1)	Chief Secretary, Government of Goa.	Chairperson ex-officio
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(2)	Secretary (Labour) Government of Goa.	Member ex-Officio
(3)	Secretary (Factory & Boilers) Government of Goa.	Member ex-Officio
(4)	Chief Inspector of Factories & Boilers, Government of Goa.	Member ex-Officio
(5)	Regional Director, Employees State Insurance Corporation, Goa Region.	Member ex-Officio
(6)	Director of Health Services. Government of Goa.	Member ex-officio
(7)	Three Representatives of employers (one representative of builder or developers)	Members.
(8)	Three Representatives of employees (one representative of construction workers).	Members.
(9)	Two eminent persons in the field of occupational safety and health.	Members
(10)	Commissioner, Labour and Employment, Government of Goa,	Member Secretary

(2) The term of Office of Members.- The term of office of the members referred to in clauses (7), (8) and (9) shall be of three years.

(3) Notice of meeting and the agenda . - Notice intimating the date, time and venue of every meeting together with agenda to be discussed at the meeting, shall be sent by registered post, email or by special messenger to each member fifteen days before the meeting:

Provided that when the Chairperson calls a meeting for the consideration of any matter, which in his opinion is urgent, notice of not less than three days shall be deemed sufficient.

(4) Absence from the State . - If any member leaves the State for a period of not less than six months without intimation to the Chairperson, he shall be deemed to have resigned from the Board.

(5) Transaction of business . - Every question considered at a meeting of the Board shall be decided by a majority of the votes of the members present and voting and in the event of equal votes, the Chairperson shall have and exercise a casting vote.

(6) Meeting of the Board and Quorum. - (1) The Board may meet as often as necessary but not less than two meetings shall be held in a calendar year and the period between the two meetings shall not exceed more than six months.

(2) No business shall be transacted at any meeting of the Board, unless at least seven members are present.

(7) Minutes of the meeting. - The minutes of every meeting, duly approved by the Chairperson, shall be recorded by the Member Secretary of the Board which shall be a permanent record.

(8) Fees and Allowances. - Every non-official member of the Board shall be paid the allowance for attending a meeting of the Board at the rates as may be fixed by the Government from time to time.

(9) Resignation . - A member of the Board, not being an ex-officio member, may resign his office by a letter in writing addressed to the Government and the Office of such a member shall fall vacant from the date on which his resignation is accepted by the Government or the expiry of thirty days from the date of receipt of the letter of resignation by the Government whichever is earlier.

(10) Cessation of Membership . - If any member of the Board, not being an ex-officio member, fails to attend three consecutive meetings of the Board without obtaining the leave of the Chairperson for such absence, he shall cease to be member of the Board:

Provided that the Government may, if it is satisfied that such member was prevented by sufficient cause from attending three consecutive meetings of the Board, direct that such cessation shall not take place and on such direction being made, such member shall continue to be a member of the Board.

(11) Disqualification for Membership . - (1) A person shall be disqualified for being reappointed and for being a member of the Board.-

(i) if he is of unsound mind and stands so declared by a competent court; or

(ii) if he is an un discharged insolvent; or

(iii) if he has been or is convicted of an offence which, in the opinion of the Government, involves moral turpitude.

(2) If a question arises as to whether a disqualification has been incurred under sub-rule (1), the Government shall decide the same.

(12) **Removal from Membership** . - The Government may remove from office any member of the Board, if in its opinion such a member has ceased to represent the interest which he purports to represent on the Board:

Provided that no such member shall be removed unless a reasonable opportunity is given to him for making any representation against the proposed action.

(13) **Manner of filling vacancies** . - When a vacancy occurs or is likely to occur in the membership of the Board, Member Secretary of the Board shall submit a report to the Government and on receipt of such report, the Government may, by notification, nominate a person to fill the vacancy and the person so nominated shall hold office for the remainder of the term of office of the member in whose place he is nominated.

10. **Safety Committee under section 22** . - (1) In every building and other construction establishment, wherein one hundred fifty workers or more are ordinarily employed on any day in last twelve months at any construction site, a Safety Committee shall be constituted.

(2) The tenure of the Safety Committee shall be of three years or till the completion of the work. The Safety Committee shall meet at least once in every quarter. The minutes of the meeting of Safety Committee shall be recorded and produced to the Inspector-cum-facilitator on demand.

(3) The Safety Committee shall have the right to be adequately and suitably informed of ,—

(a) Potential safety and health hazards to which the employees may be exposed at work site; and

(b) data on accidents as well as data resulting from surveillance of the working environment and of the health of employees, conducted at such work site.

(4) The owner, employer, occupier, agent or manager shall, within a period of fifteen days from the date of receipt of the recommendations of the Safety Committee shall take action to implement the recommendations.

(5) **Composition of Safety Committee.**- (a) The representatives of the employer on Safety Committee shall be as follows:-

(i) a senior official who by his position in the organization can contribute effectively to the functioning of the Committee who shall be the Chairperson.

(ii) a safety officer and Medical Officer wherever available and the safety officer in such a case shall be the Secretary of the Committee.

(iii) a representative from each department of concerned establishment.

(b) The representative of the workers shall be chosen by the registered trade union. In case where there is no registered trade union, the members may be chosen by the workers.

11. Safety Officer for Building or Other Construction Works .- (1) A person shall not be eligible for appointment as a safety officer relating to building or other construction work unless he possesses,—

(i) a degree in any branch of engineering or technology from a recognized university and has a practical experience in a supervisory capacity for a period of not less than two years; or

(i) a degree in physics or chemistry or diploma in any branch of engineering or technology from a recognized university and has a practical experience in a supervisory capacity for a period of not less than five years;

AND

(ii) a degree in industrial safety from a recognized university or possesses a certificate of one year full time diploma in industrial safety recognized by the Board of Technical Education or All India Council of Technical Education or university recognized by the State Government in this behalf.

(2) Notwithstanding anything contained in sub-rule (1), any person who,- (i) possesses a degree of engineering or technology from a recognized university and has experience of not less than five years in a department of the Central or State Government which deals with the administration of the Building or other Construction works; or

(ii) possesses a degree in any branch of engineering or technology from the recognized university and has a experience of not less than five years, full time, on training, education, consultancy or research in the field of accident prevention in construction work, shall also be eligible for appointment as a Safety Officer.

12. Duties of Safety Officer in case of Building or Other Construction Work .-

The duties of a Safety Officer shall be to advise and to assist the Safety Committee in the fulfillment of its statutory obligations, concerning prevention of personal injuries and maintaining a safe working environment and such duties shall include the following namely :-

(i) to advise the concerned departments in planning and organizing necessary measures for the prevention of personal injuries;

(ii) to advise on safety aspects in all job studies and to carry out detailed job safety studies of the selected jobs;

(iii) to check and evaluate the effectiveness of the action taken or proposed to be taken to prevent personal injuries;

(iv) to provide advice on matters related to carrying out site safety inspections;

(v) to carry out site safety inspection in order to observe the physical conditions of work and the work practices and procedures followed by workers and to render advise on measures to be adopted for removing the unsafe physical conditions and preventing unsafe actions by workers;

(vi) to render advise on matters related to reporting and investigation of accidents and diseases;

(vii) to investigate selected accidents;

(viii) to investigate the cases of notifiable diseases listed in the Third Schedule to the Code;

(ix) to organize in association with the concerned departments, campaigns, competitions, contests and other activities which will develop and maintain the interest of the workers in establishing and maintaining safe conditions of work and procedures; and to design and conduct either independently or in collaboration with the training department, suitable training and educational program for the prevention of personal injuries.

## CHAPTER -V

## HOURS OF WORK AND ANNUAL LEAVE WITH WAGES

13. Daily and weekly working hours under clause (b) of sub-section (1) of section 25. - The weekly working hours, spread hovers and intervals of rest shall be as notified by the State Government from time to time.

14. Weekly day of rest under sub-section (2) of section 26. -For the purposes of section 26, there shall be displayed in a conspicuous place outside the office of every establishment a notice showing the weekly day of rest. Where the weekly day of rest is not the same day for all persons employed in the establishment, the notice shall show the day of rest allowed to each relay, or set of persons or individual.

15. Compensatory holidays under section 26. - (1) Except in the case of worker engaged in any work which for technical reasons must be carried on continuously throughout the day, the compensatory holidays to be allowed under section 26 shall be so spaced that not more than two holidays are given in one week.

(2) The manager of the establishment shall display, on or before the end of the month in which holidays are lost, a notice in respect of workers allowed compensatory holidays during the following month and of the dates thereof, at the place at which the notice of periods of work specified under section 26 is displayed. Any subsequent change in the notice in respect of any compensatory holiday shall be made not less than three days in advance of the date of that holiday.

(3) Any compensatory holiday or holidays to which a worker is entitled shall be given to him before he is discharged or dismissed and shall not be reckoned as part of any period of notice required to be given before discharge or dismissal.

16. Extra wage for overtime under section 27. - (1) In pursuance of section 27 of the Code, where a worker works in a establishment for more than eight hours in any day or for more than forty-eight hours in any week, as the case may be, he shall in respect of such overtime work be entitled to wages at the rate of twice his ordinary rate of wages and it shall be paid at the end of each wage period:

Provided that the total number of hours of overtime work in a quarter shall not be more than one hundred and forty four hours.

Provided further that in case the worker is required to work up-to 10 hours excluding the rest time as normal working day, the overtime at the rate twice his ordinary rate of wages shall apply only when the worker works beyond forty eight in a week

(2) In calculating the overtime on any day, a fraction of an hour between 15 to 30 minutes shall be counted as 30 minutes and in case of more than 30 minutes it shall be rounded and shall be counted as an hour on actual basis.

(3) In calculating the wages or earnings in the case of a worker paid by the month, the daily wages shall be  $1/26^{\text{th}}$  of his monthly wages; and in the case of any other worker it shall be the daily wages or earnings as the case may be.

#### CHAPTER -VI

##### MAINTAINANCE OF REGISTERS, RECORDS AND RETURNS

17. Notice of period of work under sub -section (2) of section 31.- The notice referred to in sub-section (2) of section 31 of the Code shall be displayed at conspicuous places on a notice board or electronic board of the establishment and maintained in Form VIII hereto and a copy of such notice shall be sent to the Inspector-cum-Facilitator electronically or by registered post.

18. Register of workers /employees.-. The employer of every establishment shall maintain the register of workers/employees in Form IX hereto, electronically or otherwise.

19. Register of Attendance -cum- Muster -roll.- A Register of Attendance-cum-Muster-roll of all the workers/employees employed in the establishment shall be maintained in Form X hereto, electronically or otherwise, showing (a) the name of each worker, (b) the nature of his work and (c) the daily attendance of the worker.

20. Register of Wages, overtime and deductions . – The employer of every establishment shall maintain the register of wages, overtime and deductions in Form XI hereto, electronically or otherwise.

(1) No worker shall be required or allowed to work unless he has in his possession attendance card with up-to date entries, to be supplied by the employer. The attendance card shall always remain with the worker. The employer or his authorised person shall demand it only to make relevant entries therein, whenever necessary.

(2) If a worker loses his attendance card, the employer shall provide him with another copy duly completed from his record on payment of twenty-five rupees within two days of the payment.

21. Wage slips .- Every employer shall issue wage slips, electronically or otherwise to the workers in such form as prescribed under Rules framed by Government under the Code on Wages, 2019 (Central Act 29 of 2019) on or before payment of wages to the employees.

22. Register of leave with wages . - (1) The register of leave with wages shall be maintained in Form XII hereto, electronically or otherwise:

Provided that if the Chief Inspector-cum-Facilitator is of the opinion that any muster roll or register maintained as part of the routine of the establishment, or return made by the employer, furnish, in respect of any or all of the workers in the establishment, the particulars required for the enforcement of Chapter VII of the Code, he may, by order, in writing, direct that such muster roll or register or return shall to the corresponding extent, be maintained in place of and be treated as the register or return required under this rule in respect of that establishment.

(2) The register of leave with wages shall be preserved for a period of three years after the last entry in it and shall be produced before the Inspector-cum-Facilitator on demand.

23. Register of accidents and dangerous occurrences. - (1) The employer of every establishment shall maintain a register of all accidents and dangerous occurrences which occur in the establishment in Form XIII hereto showing,-

- (a) the name of injured person (if any);
- (b) the date of accident or dangerous occurrence;
- (c) the date of report to Inspector-cum-Facilitator;

- (d) the nature of accident or dangerous occurrence;
- (e) the date of return of injured person to work;
- (f) the number of days of absence from work of injured person.

24. Display of notices .- (1) In addition to the notices required to be displayed in any establishment by or under these Rules, there shall be displayed in every establishment a notice containing abstracts of the Code and of the rules made there-under and also the names address and contact numbers of the Inspector-cum-Facilitator and the Medical Officer.

(2) All notices required by or under this Rules to be displayed in an establishment shall be in English and in a language understood by the majority of the employees in the establishment and shall be displayed at some conspicuous and convenient place at or near the main entrance of the establishment and shall be maintained in a clean and legible condition.

25. Returns .- Every employer of an establishment shall submit electronically unified annual return or otherwise by registered post relating to such establishment in Form XIV hereto to the Inspector-cum-facilitator, Registering Officer having jurisdiction on or before 1<sup>st</sup> February following the end of each calendar year.

#### CHAPTER -VII

#### INSPECTOR -CUM-FACILITATOR

26. Powers and duties of Inspector -cum-Facilitator under clause (xiv) of sub - section (1) of section 35.- (1) An Inspector-cum-Facilitator shall, after every inspection of establishment or any work place, as may be deemed necessary, issue prohibition or improvement notice pointing out the irregularities, non-compliance of provisions of safety, health and working conditions under the Code, and rules and regulations made thereunder, to the employer or occupier or owner, as the case may be.

(2) An Inspector-cum-Facilitator shall, at each inspection, ascertain as to what extent any shortcomings notified at a previous inspection have been rectified and the notices previously issued have been complied with. His findings and any short comings which may come to light during the inspection, together with any order passed by him under the Code or the regulations made thereunder shall be recorded and maintained.

27. Appointment of medical officer under sub-section (1) of section 42. - The Government may appoint qualified medical practitioner as mentioned in Code to be medical officer for the purpose sub-section (1) of the section 42 of the Code in relation to motor transport industry, pharmaceutical industry, beedi and cigar industry, cine industry, print media industry and construction industry.

28. Employment of Woman in establishment or worksite under section 43 - (1) With reference to employment of the women with her consent on any day before 6 am and after 7 pm, the employer shall ensure that adequate transportation facilities are provided to pick-up from and drop at, such female employee, her residence.

(2) The work place including passage towards conveniences and facilities concerning toilets, washrooms, drinking water, entry and exit of women worker or employee should be well lit and provisions of Closed-circuit television (CCTV) Surveillance on the way to these facilities shall be provided.

(3) The toilet, washroom and drinking facilities should be near to the workplace where such women workers or employees are employed.

(4) Safe, secure and healthy working conditions at the work place shall be provided.

(5) The provisions of the Sexual Harassment of Women at workplace (Prevention, Prohibition and Redressal) Act, 2013 (14 of 2013), as applicable to the establishments, shall be duly complied with.

(6) Dedicated telephone numbers of the establishment shall be displayed at conspicuous places both at the establishment as well as inside the vehicles, so that any women employee can utilize them, in case of any exigency or emergency.

#### CHAPTER -VIII

#### SPECIAL PROVISIONS FOR CONTRACT LABOUR AND INTER-STATE MIGRANT WORKER, ETC. CONTRACT LABOUR

29. Qualification and Criteria of the Contractor. - For the purposes of obtaining licence, the contractor as an entity or as an individual should not be an un-discharged insolvent or convicted any time during the last two years of an offence which is criminal in nature involving offences which are liable for punishment for more than three months of imprisonment.

30. Conditions of licence under sub-section (3) of section 47 .- The licence issued to contractor shall be subject to following conditions, namely:-

(i) the licence shall be non-transferable.

(ii) the number of workers employed as contract workers in the establishment shall not, on any day exceed the maximum number specified in the licence.

(iii) Save as provided in these rules, the fees paid for the grant, or as the case may be, for renewal of the licence shall be non-refundable.

(iv) in case where the workmen employed by the contractor perform the same kind of work as the workmen directly employed by the principal employer of the establishment, the wage rates, holidays, the hours of work and other conditions of service of workmen of the contractor shall be the same as applicable to the workmen directly employed by the principal employer of the establishment.

(v) the hours of work shall conform to the rules made under section 25 of the Code.

(vi) the rates of wages payable to the workers by the contractors shall not be less than the rates prescribed under the Code on Wages, 2019 (Central Act No.29 of 2019) and where the rates have been fixed by agreement, settlement or award, not less than the rates so fixed.

(vii) the licensee shall notify any change in the number of workmen or the conditions of work to the licencing officer.

(viii) in every establishment where 30 or more women workers are ordinarily employed as contract labour there shall be provided a crèche for the use of their children.

(ix) a copy of the licence shall be displayed prominently at the premises where the contract work is being carried on.

(x) The licensee shall, within 15 days of the commencement and completion of each contract work shall submit a return to the Inspector-cum-Facilitator appointed under the Code intimating the actual

date of the commencement or, as the case may be, completion of such contract work in Form XV hereto.

(xi) Every contractor engaging inter-state migrant workmen shall furnish the details of such workers to the licencing Authority.

31. Form and manner of application for contract labour licence .- (1) Every application by a contractor for the grant of a licence shall be made on-line electronically through official portal in Form XVI hereto to the licensing authority.

(2) Every application shall be accompanied by an undertaking in Form XVII hereto by the contractor regarding the matter mentioned in rule 31(2) and non-engagement of contract labour in core activity of the establishment.

(3) Every application for the grant of licence shall be accompanied by a certificate from the principal employer in Form XVIII hereto.

(4) Every application shall be accompanied by the security deposit amount and the fees at the rate specified in rule 35.

(5) Every online application for license shall be accompanied by,-

(i) Self-Declaration in Annexure B appended to Form I hereto; and

(ii) Self-Declaration for Self-Attestation in Annexure C appended to Form I hereto.

32. Form of licence .- Every licence granted shall be in Form XIX hereto.

33. Procedure for issue of licence. (1) In granting or refusing to grant a licence, the licensing officer shall take the following matters into account, namely:-

(a) Whether the applicant,-

(i) is a minor;or

(ii) is of unsound mind and stands so declared by a competent court, or

(iii) is an un-discharged insolvent; or

(iv) has been convicted (at any time during a period of two years immediately of an offence which is criminal in nature involving offences which are liable for punishment for more than three months of imprisonment.

(b) Whether there is an order of the Government or an award or settlement for the abolition of contract labour in the establishment in relation to which the applicant is a contractor.

(c) Whether the fees for the application have been deposited at the rate specified.

(d) Before the licence is issued under any rules, an amount calculated at the rate of rupees one thousand for each of the worker to be employed as contract labour, in respect of which the application for license has been made, shall be deposited by the contractor for performance of the conditions of the license and compliance with the provisions of the Code or the rules made thereunder.

34. Appeal under sub -section (1) of section 52 .- An appeal under sub-section (1) of section 52 of the Code shall be made to the appellate authority specified in the said section 52.

35. Fees for grant of licence .- The fees to be paid for grant of licence shall be as specified in the table below, alongwith security deposit at the rate of Rs.1,000/- per worker.

Sr.No.	Number of Employees Proposed to be employed in the establishment on any day.	Fees payable
(1)	(2)	(3)
1.	1 to 10	Rs.800/-
2.	11 to 20	Rs.1,200/-
3.	21 to 50	Rs.3,000/-
4.	51 to 100	Rs.6,000/-
5.	101 to 200	Rs.12,000/-
6.	201 to 400	Rs.24,000/-
7.	401 and above	Rs.30,000/-

36. Renewal of licence under sub -section (3) of section 48.- (1) Every contractor shall apply electronically on official portal to the licensing officer for renewal of the licence.

(2) Every such application shall be submitted on the said portal not less than sixty days before the date on which the licence expires.

(3) The fees chargeable for renewal of the licence shall be the same as for the grant thereof:

Provided that if the application for renewal is not received within the time specified in sub-rule (2), an additional fee of twenty five per cent in excess of the fee ordinarily payable for the licence shall be payable for such renewal.

37. Amendment of licence .- (1) The contractor who desires to have the licence amended shall submit to the licensing officer an application for an amendment on the portal stating the nature of the amendment and reasons therefor before any change or within 3 days from such change.

(2) (i) If the licensing officer allows the application, he shall require the applicant to furnish fee details for the amount, if any, by which the fees that would have been payable if the licence had been originally issued in the amended form exceeds the fees originally paid for the licence.

(ii) On the applicant furnishing the requisite fees receipt, the licence shall be amended according to the orders of the licensing officer.

(3) Where the application for amendment is refused, the licensing officer shall record the reasons for such refusal and communicate the same to the applicant electronically or otherwise.

38. Refund of security deposit .- (1) on expiry of the period of licence the contractor may, if he does not intend to have his licence renewed further, make an application electronically or otherwise to the licensing authority for the refund of the security deposited by him along-with the licence and notice of completion of work and bank details in which amount is required to be refunded.

(2) If the Licensing Authority is satisfied that there is no breach of the conditions of licence and there is no order for the forfeiture of security deposit or any portion thereof, he shall direct the refund of the security deposit to the applicant.

(3) If there is any order directing the forfeiture of any portion of the security deposit, the amount to be forfeited shall be deducted from the security deposit, and balance, if any, shall be refunded to the applicant.

(4) Any application for refund shall, as far as possible, be disposed of within 60 days of the receipt of the application.

39. Responsibility of Contractor .- (1) A contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed under the relevant rules.

(2) Every principal employer shall nominate a representative duly authorized by him to be present at the place and time of disbursement of wages by the contractor and it shall be the duty of the authorized representative of the principal employer to affix his initials against each entry and further record a certificate at the end of the entries.

(3) The rates of wages payable to the workers by the contractor shall not be less than the rates prescribed under the Code on Wages, 2019 (29 of 2019) and where the rates have been fixed by agreement, settlement or award, not less than the rates so fixed.

(4) In case where the workers employed by the contractor perform the same or similar kind of work as the workers directly employed by the principal employer of the establishment, the wage rate, holidays, hours of work and other conditions of service of the workers of the contractor shall be the same as applicable to the workers directly employed by the principal employer of the establishment on the same or similar kind of work.

(5) In other cases the wage rates, holidays, hours of work and conditions of service of the workers of the contractor shall be such as specified under the Code and rules made thereunder.

(6) It shall be the duty of the contractor to look after the welfare of the contract workers.

(7) The contractor shall notify any change in the number of workers or conditions of work to the licensing authority electronically or otherwise.

(8) All contract labour shall be made member of EPFO and ESIC subject to applicability under respective provisions of the Code on Social Security, 2020 (36 of 2020).

40. Intimation of work order and time limit for intimation .- (1) Every contractor shall within fifteen days of the receipt of a contract work order shall intimate about the contract work order containing the details such as the name of the principal employer, address of the premises where work is being undertaken, date of commencement of the contract work, the number of contract labour employed under that work order, duration of work orders.

(2) The details of work order shall be sent by the contractor or his authorized representative.

(3) The intimation shall be sent electronically or by e-mail or otherwise to the Licensing Authority.

41. Revocation or suspension of licence under section 51 .- (1) If the Licensing Authority is satisfied that the licence has been obtained by mis-representation or suppression of any material fact or if the contractor has failed to comply with the conditions subject to which licence was granted or the contractor has contravened any provision of the Part-I, Chapter XI of the Code or rules made thereunder, the Licensing Authority shall issue a show cause notice of 15 days to the contractor electronically or otherwise by registered post or speed post. On receipt of the reply, if any, from the contractor within 15 days, the Licensing Authority shall examine the same and in case the licensing authority feels that the continuation of contract business by the contractor is going to lead to grave harm to the workers, he may pass a speaking order recording the reasons for revocation or suspension or otherwise and communicate to the contractor electronically or otherwise by registered post or speed post. A copy of the order shall be endorsed to the Labour Commissioner, concerned Inspector-cum-Facilitator and concerned principal Employer.

(2) If the contractor complies with such provisions of the Code and rules made thereunder within the stipulated time period, the Licensing Authority shall revoke the suspension giving a speaking order or else the suspension may be continued.

(3) If the contractor fails to comply with the directions as in sub-rule (1), the Licensing Authority may forth with pass an order of revocation of license, recording the reasons thereof and communicate to the contractor electronically or otherwise by Registered post or Speed Post. The copy of the order shall be endorsed to the Labour Commissioner, Inspector-cum-facilitator and concerned principal employer.

42. Appeal under sub-section (1) of section 52 .- The appellate authority under sub-section (1) of section 52 of the Code shall be Commissioner, Labour.

43. Responsibility of Payment of wages .- (1) The contractor shall fix the wage periods in respect of which wages shall be payable and no wage period shall exceed one month.

(2) Wages of every worker shall be paid within three days from the end of the wage period in case the wage period is one a week or a fortnight and in all other cases before the expiry of seventh day from the end of the wage period in respect of which the wages are payable.

(3) The wages shall be disbursed only through bank transfer or electronic mode only.

44. Making payment of wages from the security deposit amount .- If the contractor or principal employer does not pay the wages to the contract labour employed by him, the Labour Commissioner or his representative or the competent officer as may be notified, shall conduct or cause to conduct, an inquiry and after giving an opportunity to be heard to the contractor shall pass an order to make payment if any, of such wages from the amount deposited by the contractor, as security deposit. The contractor shall re-furnish the security deposit within a period of fifteen days or else his license will be liable to be suspended.

45. Experience certificate under section 56 .- Every contractor shall issue on demand, experience certificate on the letter head giving details of the period, work performed, experience gained in various fields by such contract labour in Form XX hereto.

46. Prohibition of employment of contract labour .- (1) Notwithstanding anything contained in these rules employment of contract labour in core activities of any establishment is prohibited, however, if a question arises as to whether any activity of an establishment is a core activity or otherwise, the aggrieved party may make an application to the Commissioner of Labour, giving reasons along with supporting documents.

(2) The Government may refer any such question suo moto or refer the application to the Commissioner of Labour, who on the basis of relevant material in his possession or after making such an enquiry as it deems fit, shall report to the Government within three months and thereafter the Government shall decide the question within six months.

## CHAPTER IX

### INTERSTATE MIGRANT WORKERS

47. Journey allowance to inter -state migrant workers under section 61 . (1) The employer shall pay to the migrant workmen the return fare from the place of employment to the place of residence in the home State of the migrant workman by train (not less than II Class sleeper) or by bus or any other mode of passenger transport, if he has worked for a period of not less than 180 days in the concerned establishment or on,-

(a) his termination of services before the expiry of the period of employment for any reason whatsoever;

(b) he being incapacitated for further employments on accounts of injury or continued ill-health duly certified as such by a registered medical practitioner;

(c) his cessation of work in the establishments which is not due to any fault on the part of the migrant workman; or

(d) his resignation from service on account of non-fulfillment of terms and conditions of employment by the employer:

Provided that the journey allowance shall be given to an inter-state migrant worker once in twelve months. In the event of change of employer by the inter-state migrant worker during the middle of the employment period and has not availed the journey allowance from his previous employer, then on the basis of a certificate to be given by the inter-state migrant worker, the employer where the inter-state migrant worker is now working and the such worker has completed one hundred and eighty days in preceding twelve months including the period spent with the previous employer, then the employer shall give journey allowance.

48. Setting up of a toll free helpline number to the inter -state migrant worker . - A toll-free helpline number shall be provided by the Labour Department to address queries and grievances of the inter-state migrant workers.

(2) Such toll-free helpline number provided under sub-rule (1) shall be displayed by every employer or occupier on display board of establishment in a English, Konkani, Hindi language understood by majority workers of the establishment.

49. Study of inter -state migrant worker under section 64 . -The Government may identify the studies to be carried out to promote safety, health and welfare of inter-state migrant workers. The Government may also consult expert organizations and different stake holders involved in the safety, health and welfare of inter-state migrant workers.

## CHAPTER X

## AUDIO VISUAL WORKERS

50. Submission of agreement .- The form of agreement for the audio visual workers with the producer shall be in Form XXI hereto copy of agreement shall be forwarded by the producer to the respective Inspector-cum-Facilitator and registering authority declared under section 3 of the Code.

51. Procedure for reference of dispute to a Conciliation Officer or a Tribunal under section 66. – The procedure for reference of dispute to a tribunal shall be in conformity with the Industrial Relations Code, 2020 (35 of 2020) and Rules framed thereunder.

## CHAPTER XI

## BEEDI AND CIGAR WORK

52. License to industrial premises and person .- (1) Any employer who intends or allows to use any place or premises for beedi or cigar work shall submit an application in Form XXI I hereto on portal for the grant of license.

(2) A licence for an industrial premise shall be granted by the Authority designated by the Government appointed under section 119 of the Code in Form XXIII hereto in electronic format for a period of five years, as may be requested in the application for grant of licence and on payment of the fees specified in rule 3.

53. Renewal of license .- (1) A licence granted shall be renewed by the Designated Authority.

(2) Every application for the renewal of the licence shall be made on portal in Form XVI appended to rule 31 together with the receipt of the payment of fees for a period of one year or any further period up to five years, as the case may be, and shall be submitted not less than thirty days before the date on which the licence expires.

(3) The fees for renewal of licence for one year shall be the same as for the grant thereof:

Provided that if the application for renewal, complete in all respects, is not received within the time specified in sub-rule (2), the licence shall be renewed only on payment of a fee of twenty-five percent in excess of the fees ordinarily payable for the renewal of a licence for one year or five

year, for which the application has been received late.

(4) The Designated Authority under section 119 of the Code shall grant or renew or refuse the license within 30 days from date of receipt of application.

54. Time limit to file appeal and fees . - An appeal against the order refusing grant or renew license shall,-

(a) be made electronically within a period of thirty days from the date of receipt the order sought to be appealed against;

(b) be accompanied by a copy of the order appealed against;

(c) include Memorandum containing grounds and facts; and

(d) be filed along with the treasury receipt as a proof of payment of fees as notified.

## CHAPTER XII PLANTATION

55. Housing accommodation for workers. -Every employer shall provide for workers and his family residing in a plantation, housing accommodation as near as possible to the place of work.

56. Standard and specification of housing accommodation. -All housing accommodation for workers in a plantation shall have separate rooms for women employees. Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation by the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting. The rooms or other suitable alternative accommodation shall be of such dimensions so as to provide at least a floor area of 10 square meters excluding area of kitchen and toilet for each person making use of the room. The accommodations shall be so constructed as to afford adequate protection against heat, wind, rain and shall have smooth, hard and impervious floor surface.

57. Sites for housing accommodation. -(1)The housing accommodation shall be provided on dry well drained land which, consistent with the requirement regarding distance from the plantation, has supplies of whole some drinking water within a reasonable distance. In materials tracts, the houses shall be provided at a safe distance from the swamps and marshes and above the highest flood level.

(2) Adequate lighting arrangements shall be provided in and around the area in which housing accommodation is provided.

(3) The employer shall maintain in good condition the approach roads and paths to the area where houses are located as also the sewers and drains in that area.

(4) The employer shall not deny to the public free access to those parts of the Plantation where the workers are housed.

(5) The employer shall cause the vicinity of all houses to be kept clear of refuse and excreta and the latrines and drains to be cleaned out daily and all refuse in or near them to be collected, removed and disposed of hygienically.

58. Maintenance of houses. -(1)The employer shall, at his own expense, maintain all houses provided for accommodation of workers in a fit and safe condition and execute annual and such other repairs as may be necessary from time to time.

(2) A worker occupying a house may, and an Inspector-cum-Facilitator appointed under the Code shall, bring to the notice of the employer any defects in the condition of a house which make it dangerous to the health and safety of the worker. Where an Inspector-cum-Facilitator brings any such defects to notice, it shall be the duty of the employer to rectify them with the least possible delay.

(3) The employer shall get all the houses lime-washed at least once every year and all the doors, windows and other wooden structures varnished or painted once in three years. A record of dates on which lime-washing or painting was carried out shall be maintained electronically in Form XXIV hereto.

59. Accommodation to be rent free. - (1) No rent shall be charged by an employer for the housing accommodation provided to workers and their families residing in his plantation.

(2) Every employer of the plantation wherein fifty or more workers (including workers employed by any contractor) are employed or were employed on any day of the preceding twelve months, shall provide crèches facilities.

60. Educational facilities for worker's children. - (a) Every employer shall if the number of worker's children between the ages of six to twelve in his plantation exceeds 25, provide and maintain a primary school or schools for imparting primary education to the children .

(b) Every employer of plantation shall provided hospital in his plantation. There shall be two types of hospitals in plantations, viz, Garden Hospitals and Group Hospitals—

(i) Garden Hospitals will deal with out-patients, in-patients not requiring any elaborate diagnosis and treatment, infectious cases, midwifery, simple prenatal and postnatal care of infants and children and periodical inspection of workers.

(ii) Group Hospitals shall be capable of dealing efficiently with all types of cases normally encountered but will not be used for routine treatment. Admission to Group Hospitals shall be only on the recommendation of a garden hospital doctor.

(b) Equipment and drugs.- Every dispensary, garden hospital and group hospital shall maintain such equipment and drugs, etc., as may be specified by the State Government.

(c) Medical records.- The Medical Officer-in-charge of each dispensary, garden or group hospital shall maintain medical record in respect of every patient as may be specified by the Government for the purpose; and (2) comply with such regulations as may be made by the Government in respect of medical stores.

61. Recreational facilities.- (1) Every employer shall provide and maintain,—

(i) Recreation Centre to the scale of one for every one hundred and seventy-five families of resident workers or part thereof with provision for a radio and television set and indoor games for adult workers and child as specified by the Commissioner, Labour or the Inspector-cum-Facilitator of the area with prior approval of the Government subject to there being at least one centre for each Plantation or out garden thereof;

(ii) Where adequate flat open space is available within a reasonable distance, a playground or playgrounds for adult and child workers with necessary sports equipment for out- door games.

(2) Every recreation centre to be provided and maintained shall be conveniently situated as near as possible to the workers quarters.

62. Uses, handling, transport and storage of insecticides, pesticides, chemical and toxic substances within the plantation. -(1) No insecticides, pesticides, chemical and toxic substances shall be transported or stored in such a way as to come into direct contact with foodstuffs or animal feeds or drinking water.

(2) If any insecticide, pesticides, chemicals and toxic substances are found to be leaked out in transport or storage, it shall be the responsibility of the employer to take such measures urgently to prevent poisoning and pollution of soil or water, if any.

(3) The packages containing insecticide, pesticides, chemicals and toxic substances shall be stored in separate rooms or premises away from the rooms or premises used for storing such articles or shall be kept in separate almirahs under lock and key depending upon the quantity and nature of the insecticides.

(4) The rooms or premises meant for storing insecticide, pesticides, chemical and toxic substances shall be well built, dry, well lit and ventilated with sufficient dimension.

63. Prohibition or restriction on employment of women and adolescent workers in handling insecticides, chemicals and toxic substances. - No women worker or adolescent worker shall be permitted to be engaged in handling or storage or transport of insecticide, pesticide, chemicals and toxic substances.

64. Appointment and qualification of Supervisors. -The use, handling, storage and transportation of insecticides, chemicals and toxic substances shall be supervised by a competent person who should possess the following qualifications.—

(i) He shall be a graduate in Agriculture or in Science or he shall possess a Certificate Course on handling of chemicals and toxic substances conducted by the recognized institutes.

(ii) He should be given training from a designated Training Institute; and

(iii) He should also possess a valid certificate from a recognized institute for giving first aid treatment to workers.

65. Training of Workers.- (1) The workers involved in handling insecticides, chemicals, and toxic substances shall be arranged for suitable training in observing safety precautions and handling safety equipment provided to them in the institutes notified by the Government from time to time.

(2) All the workers who apply, handle, transport or come into contact with agrochemicals or other chemical substances must be trained in atleast in the following subjects.—

- (i) General occupational health;
- (ii) Formulations, names, and the biocide action of the substances used in the case of pesticides;
- (iii) Correct use of personal protective clothing and equipment;
- (iv) Preventive measures and measures for reducing damage to health and the environment, caused by the chemical substances, equipment, techniques, signage, medical examination, etc.,
- (v) Emergency procedures, first aid and medical attention for cases involving poisoning or undue contact with chemical substances;
- (vi) Techniques for handling chemical substances and for the correct application of agro chemicals;
- (vii) Secure handling and transportation of agro-chemicals for drivers; and
- (viii) Other necessary training suitable for the plantation.

66. Periodic medical examination to the workers. —(1) Every worker who is engaged in the work of handling, dealing, or spraying or mixing insecticides, chemical and toxic substances shall be medically examined initially at the time of employment and thereafter once in six months by the Medical Officer.

(2) Any person showing symptoms of poisoning shall be immediately examined and given proper treatment.

67. Maintenance of health record. —Every employer shall maintain a health record of every worker such as annual medical examination or any other examination when required shall be kept in plantation and every such worker shall have access to such record.

68. Washing, bathing and cloak room facilities. —(1) Every employer shall provide washing, bathing and cloakroom facilities to the workmen, who are employed in handling insecticides, pesticides, chemicals and toxic substances.

(2) Protective clothing and equipment—

- (a) Persons handling insecticides, chemicals and toxic substances during its operation, distribution, mixing, spraying shall be adequately protected with appropriate clothing.
- (b) The protective clothing shall be made of materials which prevent or resist the penetration of any form of

insecticide, chemical and toxic formulations. The materials shall also be washable so that the toxic elements may be removed after each use.

(c) A complete suit of protective clothing shall consist of the following dresses, namely.—

- (i) Protective outer garment with hat;
- (ii) Rubber gloves or such other protective gloves extend way up to the fore arm made of materials impermeable to liquids;
- (iii) Dust proof goggles;
- (iv) Boots;
- (v) Reusable cloth masks;

69. Display of list of insecticides, pesticides, chemicals and toxic substances. —Every employer shall display in plantations the list of insecticides, chemicals and toxic substances as notified by the Central Government, from time to time, under the Insecticides Act, 1968 (Act 46 of 1968).

70. Precautionary notices. —Every employer in the plantations shall display the following precautionary notices at or near the place where the insecticides, chemicals and toxic substances are handled.—

- (i) Use protective clothing like overalls, gloves, rubber gum-boots and wide brimmed hats.
- (ii) Do not wear clothes contaminated with insecticides and pesticides.
- (iii) Clean the protective clothing by washing with soap and water.
- (iv) Do not allow children, sick persons and pregnant women and nursing mothers to handle insecticides and pesticides.
- (v) Do not eat, drink, smoke or chew while handling insecticides and pesticides.
- (vi) Never blow out clogged nozzles with your mouth.
- (vii) Do not use leaking sprayers. Avoid contamination of the skin, mouth and eyes.
- (viii) Do not inhale the insecticides unattended in the fields.
- (ix) Never spray insecticides and pesticides against the wind.
- (x) Do not leave insecticides and pesticides unattended in the fields.
- (xi) Do not allow humans and livestock to enter the insecticides and pesticides sprayed fields for a period of time, suggested by the manufacturers.
- (xii) Do not wash insecticides and pesticides containers near a well or running stream.
- (xiii) Keep clean water, soaps and towels ready for use.
- (xiv) Wash hands and exposed skin thoroughly with soap and water before eating, drinking, smoking or, chewing and after work.

- (xv) Keep the insecticides and pesticides locked in the store room and out of reach of children and other unauthorized persons.
- (xvi) Do not enter the sprayed field. Follow the re-entry periods for all insecticides and pesticides including herbicides, suggested by the manufacturers.
- (xvii) Keep insecticides and pesticides in their original, labeled containers.
- (xviii) Do not decant insecticides and pesticides in to unlabeled containers except for immediate use.
- (xix) Dispose the containers safely after thoroughly emptying and washing. They may be buried in a place away from a water source.
- (xx) Never reuse the container for any other purposes if it is impossible to remove the traces of insecticides and pesticides from the containers.

### CHAPTER - XIII

#### COMPOUNDING OF OFFENCES

71. Manner of compounding of offences by the authorized officer specified under sub-section (1) of section 114.- (1) The officer notified by the Government for the purposes of compounding of offences under sub-section (1) of section 114 shall issue electronically a notice for compounding of offences for the offences compoundable under sub-section (1) of section 114 of the Code.
- (2) The person to whom notice is issued may apply to the officer electronically or otherwise 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 to whom notice is issued fails to deposit the composition amount within one month before the institution of prosecution, the prosecution shall be proceeded before the competent court.
- (5) No prosecution shall be instituted without giving an opportunity to the employer to comply with such provisions subject to proviso of sub-section (1) of section 110 and compounding as under section 114.

### CHAPTER – XIV

72. Common or work specific license for contractor, factories and industrial premises, etc. under section 119 .- (1) Notwithstanding anything contained in these rules, any person desirous of

obtaining common license for an establishment in respect of factory, an industrial premises for beedi and cigar work and for engaging contract workers (contractor) or any combination thereof under the Code shall make an application for a period of not more than ten years to the authority designated by notification for the said purpose by the Government.

(2) The application for common license under sub-rule (1), shall be filed in Form XXII hereto and accompanied by total fees as specified in the rules.

(3) On receipt of an application, the authority referred to in sub-rule (1) shall make such inquiry.

(4) Where such authority is satisfied that the common license may be issued in respect of a, factory, industrial premises for beedi and cigar work and for engaging contract workers (contractor) and any combination thereof under the code, such authority shall issue a license within 30 days of the receipt of application validity of such common or work specific license shall be for ten calendar year.

(5) Any person aggrieved by an order passed under this rule, by the issuing authority may file within thirty days from the date of the order, an appeal before the appellate officer notified by the Government. Such appeal should be filed in Form XXV hereto accompanied by fees of rupees one thousand only, paid electronically. Such appeal shall be disposed off electronically within thirty days of the filing of the appeal.

FORM – I

[see rule – 3 (1)]

Application for Registration for existing establishment/New Establishment/Amendment of  
Certificate of Registration.

A. Establishment Details.

1. Retrieve details of Establishment through LIN:
2. Name of the Establishment:
3. Location and Address of the Establishment:
4. PAN:
5. Nature of work carried on in the establishment:

5. Other details of the Establishment:

- (a) Total Number of permanent employees and workers engaged directly in the establishment:  
(b) Total Number of contract employees engaged:  
(c) Total Number of Inter-State Migrant workers employed:

6. (a) 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)

(b) For Motor Transport Undertaking:

Postal Address of Motor Transport Undertaking.	Name and Address of the Occupier and Manager.	Number of Vehicles and Types of Vehicles.	Registration number of vehicles.	Number of Staff and Permanent workers.	Number of Drivers and Cleaners and Others.
(1)	(2)	(3)	(4)	(5)	(6)

(c) For Inter -State Migrant Worker:

Name and Address of Contractors	Email Address and Mobile number of Contractor	Nature of work in which Migrant Workers are Employed	Number of Migrant Workers Employed Male/Female				Probable date of completion of Work.
			Male	Female	other	Total	

(d) For Beedi and Cigar work :

Financial resources of employer e.g. (particulars and value of movable and immovable properties, bank Reference, income tax assessment etc.)	Whether the employer is a trademark holder registered under the Trade and Merchandise Marks Act,1958	Previous experience of the employer in the industry	Value of beedis or cigars or both manufactured at the industrial premises during the preceding financial year	Whether the proposed site of the industrial premises amounts to the alteration of the site of any existing industrial premises and, if so, the reasons for such alteration
1	2	3	4	5

Whether any Industrial premises Was closed by the Applicant during the Period of twelve Months immediately preceding the date of the application and, if so, the reasons therefore	Source of obtaining tobacco	Whether the beedis or cigars Or both manufactured by the Applicant will be sold and Marketed by himself for Through appropriator or a Registered user of a trade Mark registered under the Trade and Merchandise MarksAct,1958, or anyother person.	Full name and residential address (es)of the Directors In case of a Company	Maximum number of Employed to be employed On any day
6	7	8	9	10

(e) For Plantation:

Total area of plantation in hectares	Name and address of the employer	Full name and residential address (es) of the Directors in case of a Company	Maximum number of workers to be employed On any day	Name of the hazardous chemicals, Insecticides, pesticides to be handled And stored along With quantity
1	2	3	4	5

B. Details of Employer :-

1. Name and Address of Employer/Occupier/Owner/Director/Agent/Chief Executive/Partners:
2. Designation  
(Occupier/Owner/Director/Agent/Chief Executive/Partner)
3. Father's/Husband's Name of the Employer:
4. Email Address, Telephone and Mobile Number:

C. Manager/Agent Details :-

1. Full name and Address of Manager/Agent or person responsible for supervision and control of the establishment:
2. Address of Manager/Agent:
3. Email Address, Telephone Number and Mobile Number :-

D. Contractors' Details :-

Name and Address of Contractor.	Email Address and Mobile Number of Contractor.	Nature of Work in which contract labours employed	Maximum number of contract labour engaged.	Date of commencement.	Probable date of completion of work.
(1)	(2)	(3)	(4)	(5)	(6)

E. Other Details : -

I hereby, declare that the particulars given above are true to the best of my knowledge and belief.

Dated:-

Annexure –A

(see rule 3(2))

Undertaking for Non engagement of contract labourers in core activity  
on letterhead of Establishment

I \_\_\_\_\_ aged \_\_\_\_\_ yrs, holding post  
\_\_\_\_\_ hereby on behalf of my Company / Industry  
M/s \_\_\_\_\_ as I have been authorised to declare that,  
except the proviso of section 57(1) of code, in no case we shall be engaging contract labourers in our  
core manufacturing activity, where we are bound to engage permanent labourers.

We also know that if we engage contract labourers in our core manufacturing activity,  
our Registration certificate will be revoked & we shall be liable for penal action. Hence we give  
undertaking to the authority that we shall not engage contract labourers in our core manufacturing  
activity knowingly or unknowingly.

Date-

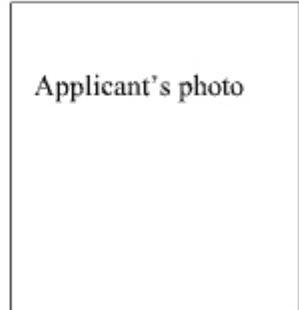
Place-

(Name)

Seal and Signature of Principal Employer

Annexure –B  
(see rule 3(3))

Self – Declaration



I \_\_\_\_\_ Son / Daughter of \_\_\_\_\_ aged \_\_\_\_,  
occupation \_\_\_\_\_ resident of \_\_\_\_\_

\_\_\_\_\_ With UID NO. \_\_\_\_\_ hereby declare

that the information provided above is true and correct to the best of my personal knowledge,  
information and belief. I fully understand the consequences of giving false information. If the  
information is found to be false, I shall be liable for prosecution and punishment under Indian Penal  
Code and / or any other law applicable thereto.

Place : \_\_\_\_\_

Applicant's Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

Applicant's Name:

\_\_\_\_\_

Annexure –C

(see rules 3(3))

Self–Declaration for Self Attestation



I \_\_\_\_\_ Son / Daughter of \_\_\_\_\_ aged \_\_\_\_,  
 occupation \_\_\_\_\_ resident of \_\_\_\_\_

\_\_\_\_\_ With UID NO. \_\_\_\_\_ hereby  
 declare declare that the copies attested by me are true copies of original documents. I am well aware  
 of the fact that if the copies are found to be false, I shall be liable for prosecution and punishment  
 under Indian Penal Code and / or any other law applicable thereto.

Place : \_\_\_\_\_

Applicant's Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

Applicant's Name:

\_\_\_\_\_

FORM – II

[see rule 3(9)]

Register of Establishments

(Motor Transport undertaking/Building and Other Construction work/Contract work/Inter-state Migrant workers work/Any other workers not covered)

Sr. No.	Name, Address and location of the establishment registered.	Name, Address and contact details of the Employer	Registration number and date of Registration	Nature of work	Total number of permanent workers			Total number of contract workers			Remarks
					Male	Female	Total	Male	Female	Total	

Place:

Date:

Signature of employer

FORM -III

[See rule 5]

Notice of Commencement of work/Cessation of work Establishment:

1. Registration No:
2. Name and Address of Establishment:-
3. Name and Designation of employer (who has ultimate control over the affairs of the establishment)
4. Email of the establishment:-
5. Nature of work of the establishment:-
6. Date of commencement of work and period of completion of work as per Work Order
7. In case of completion of work/cessation of establishment, the date of completion /cessation:

I/We hereby intimate that, the work of establishment having registration No. .... dated..... is likely to commence 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 has been made and the premises are kept free from storage.

Signature of the Employer/ Establishment  
Seal

To,

1. The Registering Authority.
2. The Inspector-cum-Facilitator.

FORM - IV  
(See rule 6)

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

ANNUAL MEDICAL CHECKUP REPORT

.....

Name and Address of Establishment:

Type of Establishment:

Date of Medical Examination:

A. General Information:

Question	Answer	Remarks
Name of worker		
Employee Number		
Gender		
Age		
Identification marks		
Is the worker cover under ESI /other scheme	Yes/No	Specify-

B. Occupational History:

Question	Answer	Remarks
Present Designation		
Work profile		
Duration of service in the present work profile		

Total service in Establishment		
Name of previous Establishment		
Work profile in previous Establishment		
Total service in previous Establishment		

C. Medical History

Question	Answer	Remarks
Hypertension		
Diabetics Mellitus		
Asthama		
Any other lung disease		
Any Cancer		
Epilepsy/Vertigo/Dizziness		
Jaundice		
Hernia		
Amputation/fracture/dislocation during work	injury	

D. Current symptoms:

Question	Answer	Remarks
Smoking		
Chewing tobacco/pan masala/gutkha		
Alcohol		
Dermatitis (if yes specify site)		
Low back pain		
Pain in hand or elbow		
Visual problem		
Hearing problems		

E. Physical Examination:

Question	Answer	Remarks
Weight (in Kg)		
Height (in cm)		
BP		
Pulse (per minutes)		
Eyes		
Ear nose throat		
Skin		
Pallor		

G. Investigation Reports: (attach photocopy of report)

a. Hematology

Parameter	Answer normal/Increase/decrease)	Remarks
Hb%		
WBC		
RBC		
Differential Count		

b. Biochemistry:

Parameter	Answer(normal/Increase/decrease)	Remarks
Blood sugar random		
Sr. cholesterol		
Sr. creatinine		
SGOT		
SGPT		
Total protein		

c. Urine

Parameter	Answer(normal/Increase/decrease)	
Urine RE		
Urine ME		

H. ECG (above 40 years)

Parameter	Result/Interpretation
ECG	

I. Final Report

Treatment /Advice	
General comments	
Sign of qualified medical practitioner	
Name of qualified medical practitioner	
Registration number of qualified medical	

FORM - V  
(See rule 6)

The medical examination shall be conducted by a qualified medical practitioner as per following  
(Pre employment / periodic Health Examination of employees)

Name and Address of Establishment :

Type of Establishment :

Date of Medical Examination :

Part - I

A. General Information:

Question	Answer	Remarks
Name of worker		
Employee Number		
Gender		
Age		
Identification marks		
Is the worker cover under ESI /other scheme	Yes/No	Specify-

B. Occupational History:

Question	Answer	Remarks
Present Designation		
Work profile		
Duration of service in the present work profile		
Total service in Establishment		
Name of previous Establishment		
Work profile in previous Establishment		
Total service in previous Establishment		

C. Medical History

Question	Answer	Remarks
Hypertension		
Diabetics Mellitus		
Asthama		
Any other lung disease		
Any Cancer		
Epilepsy/Vertigo/Dizziness		
Jaundice		
Hernia		
Amputation/fracture/dislocation injury during work		

D. Current symptoms:

Question	Answer	Remarks
Smoking		
Chewing tobacco/pan masala/gutkha		
Alcohol		
Dermatitis (if yes specify site)		
Low back pain		
Pain in hand or elbow		
Visual problem		
Hearing problems		

E. Physical Examination:

Question	Answer	Remarks
Weight (in Kg)		
Height (in cm)		
BP		
Pulse (per minutes)		
Ear nose throat		
Skin		
Pallor		
Eyes		

F. Systemic examination:

Question	Answer	Remarks
Alimentary system		
Central Nervous System		
Respiratory System		
Cardiovascular System		
Genito-urinary system		
Musculo-skeletal system		

G. Investigation Reports:

a. Hematology(attach photocopy of report)

Parameter	Answer (normal/Increase/decrease)	Remarks
H6%		
WBC		
RBC		
Differential Count		

b. Biochemistry: (attach photocopy of report)

Parameter	Answer(normal/Increase/decrease)	Remarks
Blood sugar random		
Sr. cholesterol		
Sr. creatinine		

SGOT		
SGPT		
Total protein		

c. urine (attach photocopy of report)

Parameter	Answer(normal/Increase/decrease)	
Urine RE		
Urine ME		

H.ECG (above 40yrs) (attach photocopy of report)

Parameter	Result/Interpretation
ECG	

Part – II

Special Investigation Reports : (Any other medical examinations and tests consider necessary to detect and monitor potential health effects from hazardous chemicals or physical exposures in work place to enable early treatment or other steps to protect workers.)

A. Spirometry (attach photocopy of report)

Parameter	Value/Result/Interpretation
PEFR	
FEV1%	
FVC%	
FEV1/FVC%	
Result	Normal/Obstructive/Restrictive/Mixed

B. Pure tone Audiometry (attach photocopy of report)

Parameter	Value/Result/Interpretation
Visual Inspection	
Right Ear Hearing threshold	
Left Ear Hearing threshold	
Result	

C. Eye Examination (attach photocopy of report)

Parameter	Value/Result/Interpretation
Visual Inspection	
Right Ear: Visual acuity	
Left Ear: Visual acuity	
Color vision	
Field of vision	
Binocularity	
Lateral phoria	
Vertical phoria	
Result	

## D. Standard chest x ray (PA view) (attach photocopy of report)

Parameter	Value/Result/Interpretation
Any parenchymal abnormalities	
Any pleural abnormalities	
Any other abnormalities	
Result	

## E. Special tests as applicable to exposure (attach photocopy of report)

Parameter	Answer(normal/Increase/decrease)	Remarks
Blood/ urine lead level		
Urine mercury level		
Urine manganese		
Urine phenol		
Acetylcholinestrerase activity%		
Methaemoglobine level		

## F. Any other tests required to detect occupational disease.

Parameter	Answer(normal/Increase/decrease)	Remarks

## Final Report (based on Part I and II)

Treatment /Advice	
General comments	
Sign of Medical Officer	

## FORM – VI

[see rule 7]

## Format of Appointment Letter

- (a) Full Name of employee :-
- (b) Father's/Husband's Name :-
- (c) Aadhaar Card Number :-
- (d) Labour Identification Number (LIN) of the Establishment :-
- (e) Universal Account Number (UAN) (PF Number) :-
- (f) Insurance Number (ESIC) :-
- (g) Designation:-

- (h) Category of Skill :-  
 (i) Date of Joining :-  
 (j) Wages, Basic Pay and Dearness Allowance :-  
 (k) Other Allowances including accommodation whichever is/are applicable:  
 (l) Avenue for achieving higher wages/higher position :  
 (m) Details of applicable leaves :-  
 (n) Broad Nature of duties to be performed :-  
 (o) Health Check-ups :-  
 (p) any other information :-

Date :-

Place:-

Signature/E-Signature/  
Digital Signature of Employer

FORM – VII

[see rule 8]

NOTICE OF ACCIDENT OR DANGEROUS OCCURRENCE

E.S.I.C. Employer's Code Number:

ESIC Insurance Number of deceased person:

1. Name of the Employer :
2. Address of works/premises where the accident or dangerous occurrence took place:
3. Nature of Industry and LIN/Registration Number of Establishment:
4. Exact place where the accident or dangerous occurrence took place:
5. Name and address of the Deceased Person/Injured Person:
6. (a) Gender :  
 (b) Age (at the time of accident/at the last birthday) :  
 (c) Occupation of the Deceased Person/Injured Person:
7. FIR dated .....Number..... Police Station .....
8. Local ESIC Office to which the deceased person/injured person is attached:
9. Date, Shift and hour of accident or dangerous occurrence :

10. (a) Hour at which the injured person started work on the day of accident or dangerous occurrence:

11. (a) Cause or nature of accident or dangerous occurrence:

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:

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

(c) In your opinion, was the deceased person /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 this employer or:

(iii) acting without instruction from his employer?

(d) Whether the accident was inevitable?

(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:

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

(a) the deceased person/injured person was travelling as a passenger to or from his place of work :

(b) the deceased person/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 arrangement made with the employer; and

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

13. In case the accident or dangerous occurrence took place while meeting emergency, state-

(a) its nature; and

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

14. Describe briefly how the accident or dangerous occurrence took place:
15. Names and addresses of witnesses : (1) ..... (2) .....
16. (a) Nature and extent of injury with details :  
(b) Location of injure:
17. In case of fatal accident-  
(a) Name of the Hospital were worker was declared dead:  
(b) Date of Death Certificate and Death Certificate Number:  
(c) Date of intimation to concern ESIC Authority:  
(d) Date of intimation to concerned Commissioner for Employees' Compensation:
18. (a) If the accident of dangerous occurrence was no fatal, state whether the injured worker was disable for more than 48 hours:  
(b) Date and hour of return of work:  
(c) Date of intimation to concerned ESIC Authority:  
(d) Date of intimation to concerned Commissioner for Employees' Compensation:
19. (a) Physician, dispensary or hospital form whom or which the injured worker received or receiving treatment:  
(b) Name of dispensary/panel doctor selected by the injured worker:
20. (a) Has the injured worker died?  
(b) if so, date of death :

Date of dispatch of Report :-

Place :-

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

FORM – VIII

[See Rule 17]

NOTICE OF PERIOD OF WORK

Name and Address of the Establishment .....

District

Period of work Groups, Relays	Men			Women			Other			Description of Groups, Nature of work	Remarks				
	Total number of men employed			Total number of women employed			Total number of other employed								
	1 <sup>st</sup> Shift	2 <sup>nd</sup> Shift	3 <sup>rd</sup> Shift	1 <sup>st</sup> shift	2 <sup>nd</sup> Shift	3 <sup>rd</sup> Shift	General Shift	1 <sup>st</sup> Shift	2 <sup>nd</sup> Shift			3 <sup>rd</sup> Shift			
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:

Date:

Signature of manager or agent

**FORM - IX**  
[See rule - 18]  
**EMPLOYEE/WORKERS REGISTER**

Name of the Establishment: \_\_\_\_\_ Name of the Employer : \_\_\_\_\_  
 Name of the Owner : \_\_\_\_\_ PAN/TAN of the Employer : \_\_\_\_\_  
 Labour Identification Number (LIN) : \_\_\_\_\_  
 Registration Number under S&E Act, FA if any :- \_\_\_\_\_

Sr. No.	Employee code	Name	Surname	Gender	Father's/ Mothers/ Spouse Name	Date of Birth	Place of Birth	Nationality	Educational Level	Date of Joining	Designation	Category (HS/S/SS/US)*	Type of Employment (P/T/FT/T/B)*
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Details of Posting	Pay	Promotion	Mobile Number	Universal Account Number (UAN)	PAN	Nominee (to be filled on the basis of nomination form)	Details of family	EPS/NPS	ESIC IP No.	AADHAAR	Bank A/c Number	Bank	Branch (IFSC)
(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)

Present Address	Permanent Address	Service Book Number	Date of Exit	Reason for Exit	Mark of Identification	Photo	Specimen Signature/ Thumb Impression	Remarks
(29)	(30)	(31)	(32)	(33)	(34)	(35)	(36)	(37)

\*(Highly Skilled/Skilled/Semi Skilled/Unskilled).  
 \*\*(Permanent/Temporary/Fixed Term/Trainee/Badli).

**FORM - X**  
[See rule - 19]  
**ATTENDANCE REGISTER CUM MUSTER ROLL**

Name of the Establishment : \_\_\_\_\_ Name of the Employer : \_\_\_\_\_  
 Name of the Owner : \_\_\_\_\_ PAN/TAN of the Employer : \_\_\_\_\_  
 Labour Identification Number (LIN) : \_\_\_\_\_  
 Registration Number under S&E Act, FA if any :- \_\_\_\_\_  
 For the Month of :- \_\_\_\_\_

Sr. No	Employee Code	Name	Designation	Shift	Place of work/section/Department					
(1)	(2)	(3)	(4)	(5)	(6)					

Date and time of attendance

Date	1		2		3		4		5		6		7		8		9		10		11		
	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
Time																							
Signature																							

Date	12		13		14		15		16		17		18		19		20		21		22		
	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
Time																							
Signature																							

Date	23		24		25		26		27		28		29		30		31		
	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
Time																			
Signature																			

Total Number of days worked	(8)	Total Number of Overtime hours worked	(9)
		Brief details of tour or assignment outside the work place, if any.	(10)
		Signature of Register keeper*	(11)

FORM - XI

[See rules - 20]

Register of wages, overtime and deductions.

Name of the Establishment : \_\_\_\_\_ Name of the Employer : \_\_\_\_\_  
 Name of the Owner : \_\_\_\_\_ PAN/TAN of the Employer : \_\_\_\_\_  
 Labour Identification Number (LIN) : \_\_\_\_\_ Wage period from dd/mm/yyyy to dd/mm/yyyy  
 (Monthly/Fortnightly/Weekly/Daily/Piece Rated)  
 Registration Number under S&E Act, FA if any :- \_\_\_\_\_

Sr. No.	Sr. No. in Employee Register/Employee code	Full Name of the employee	Designation	Department	Duration of payment of wages (Monthly/Fortnightly/Daily/Piece Rated)	Wage period From - To	Total No. of days worked during the wage period	Total overtime hours worked or overtime production in case of piece workers	Rate of wages							
									Basic	DA	Allowances	Total wages earned				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)							
Amount of wages earned																
		DA	Allowances	Overtime earnings	Total Wages earned	EPF	ESIC	LWF	Society	Deductions		Net Payment				
(13)		(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	Income Tax	Insurance	Others	Recovery of Fine	Recovery on account of Damages/Losses	Total Deductions	
										(22)	(23)	(24)	(25)	(26)	(27)	(28)
Date of Payment		Receipt by employee/Bank transaction ID				Remarks if any.						Signature of employer/Employers Representative*				
(29)		(30)														

**FORM – XII**  
(See rule 22)

Register for Leave wages

Part – Adults

Part – Adolescents

Name of the Establishment:

Full Name of the Workers  
(including father)

Department

Sr. No.	Sr. 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 and amount of payment made in lieu of leave due	

FORM – XIII

[See rule 23]

REGISTER OF ACCIDENTS AND DANGEROUS OCCURANCES

Name of Deceased/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)

Seal and Signature of the Employer/Establishment.

FORM -XIV  
[see rule 25]

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 and the Rules made thereunder.

Instructions to fill up the Annual Return

- (1) This return is to be filled-up and furnished on or before 28<sup>th</sup> or 29<sup>th</sup> 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:									
Sr. No.									Instructions for filling the column
1		Labour Identification Number							EPFO, ESIC, MCA, S&E, 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			
Skills Category	Highly skilled	Skilled	Semi-Skilled	Un-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	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	Total
(ii) Average No. of employees employed in the establishment during the year	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	Total
iii) Migrant Worker out of (ii) above	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	Total
(iv)Number of fixed term employee engaged	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	M/F/T	Total

D. Details of various Health and Welfare Amenities provided			
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	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 Code2020).	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 ordinary 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	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/Not applicable	Instructions for filling 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/Not applicable	Industrial establishment employing 20 or more workers are employed
3.	Number of registered Unions in the establishments.		
4.	Whether any negotiation union exist (Section 14 of IR Code, Yes/No 2020)	Yes/No/Not applicable	
5.	Whether any negotiating council is constituted	Yes/No/Not	

	(Section 14 of IR Yes/No Code, 2020)		applicable		
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				
SI.No.	Reason	Period / Date	No. of man- days lost	Loss in term of money	
(a)	Strike				
(b)	Lockout				
8.	Details of retrenchment / lay off				
Sr. 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
	H. Details of payment of bonus				
SI. No.		No. of employees covered under the Bonus provision	Total amount of bonus actually paid	Date on which the Bonus paid	
I.	II. Details of accidents, dangerous occurrence and notifiable diseases				
SI. 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. Man days and Production Lost due to accidents / dangerous occurrence				
SI. No.	Accident/Dangerous Occurrence		Man days los	Production Lost	
	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	
-------------------------	---	--	--	--	--

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 XV

[see rule 30 (x)]

NOTICE OF COMMENCEMENT/COMPLETION OF CONTRACT WORK

I/We, Shri, M/s. .... (Name and address of the contractor) hereby intimate that the contract work ..... (Name of the work) ..... in the establishment of the ..... (Name and address of principal employer) for which licence No. .... dated ..... Has been issued to me/us by the licencing officer (Name of the Headquarter), has been commenced/completed with effect from/date/on (date).

Signature of the contractor (s)

To,

The Inspector-cum-Facilitator,

.....

FORM XVI  
(See rule 31(1))  
APPLICATION FOR LICENSE

On Line Application for License/Renewal of License/Amendment of License(including Common/single license)	
ESTABLISHMENT PROFILE:	
Labour Identification Number	Date
Acknowledgement Number:..... Date of Application:.....	
I. Particulars of Establishment for which licence required:	
1.NameofEstablishment:	
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 workwise)	

Locations of work sites	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:

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 Industrial 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 ESTABLISHMENT 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:



(d) (a) The rates of wages payable to the contract labour by the contractor shall not be less than rates prescribed under the code on Wages and where the rates have fixed by agreement, settlement or award, not less than the rates so fixed.

(b) In case where the contract labour employed by the contractor perform the same or similar kind of work as the worker directly employed by the principal employer of the establishment, the wage rates, holidays, hours of work and other conditions of service of the contract labour of the contractor shall be the same as applicable to the workers directly employed by the principal employer of the establishment on the same or similar kind of work. In case of any dispute whether the work is of similar kind, the matter be referred to the Inspector-Cum Facilitator whose decision shall be final.

(c) In other cases the wage rates, holidays, hours of work and conditions of service of the contract labour of the contractor shall be such as specified under the Code and rules made there under.

(d) The contractor shall provide all other facility and entitlements to the contract labour as in accordance with the Occupational Safety, Health and Working Condition Code 2020.

(e) All contract labour shall be made member of EPFO and ESIC subject to applicability as under respective provisions of the Code on Social Security, 2020.

(f) There shall not be any sexual harassment to the woman contract labour , which includes the following un-welcome sexually determined behaviour (whether directly or by implications), namely:-

(i) Physical contact and advances for sex; or

(ii) A demand or request for sexual favour, or

(iii) Sexually coloured remarks; or

(iv) Showing pornography; or

(v) Any other un-welcome, verbal, non-verbal conduct of sexual nature.

(vi) Internal Complaint Committee on Sexual Harassment will be formed.

(g) Contractor or employer of establishment employing interstate migrant workers in connection with the work of that Establishment shall provide facility as per section-60 and lump sum amount of fare for to and fro journey per year to native place from the place of the employment as per section-61 of the code.

(h) The contractor shall notify any change in the number of contract labour or conditions of work to the Licensing Authority, electronically.

Place:

Date: Signature of the Applicant (Contractor)

FORM -XVIII

(see rule 31 (3))

Form of Certificate by Principal Employers to contractor

Certified that, I have engaged/propose to engage the applicant (Name & address) as a contractor in my establishment for (mention the details of work) I undertake to be bound by all the provisions of the code and the rules made in respect of the employment of contract labour numbering (mention the number) by the applicant in my establishment. I also undertake that I am engaging contract labour in the process, operation or the work carried on in the establishment which is not core activity of the establishment.

Place: Signature of Principal Employer

Date: Name and address of Establishment.

FORM -XX

(see rule 45)

EXPERIENCE CERTIFICATE OF CONTRACT EMPLOYEE

<u>To whom so ever concerned</u>
Name of contractor/employer*:
2.LIN/PAN No. of the contractor/employer*:
3.Email Id of the contractor /employer*:
4.MobileNo.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 -XXI

(see rule 50)

Agreement between Producer and Audio -visual worker

This agreement is made on this day.....month.....year. .... between Messers having office at.....(here in after referred to as the—Producer) on the first part and Shri/Smt/Kum son/daughter/wife of Shri.....residing at (herein after 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 here of 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 authorized 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
7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 favor of such termination and the audio-visual worker has been paid all his dues.

13. 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.

14. 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.

15. 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.

16. 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 out doors.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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,



FORM XXII  
(See rule 52 & 72)

Application for Grant / Renewal / Amendment of Common License

A)ESTABLISHMENT PROFILE		
I. Particulars of Establishment for which license required:		
1.Nameof Establishment:		
2.Full Address of Establishment:		
3. E- mail Id:		
4.TelephoneNumber/Mobile Number:		
5.Activity as per National Industrial Classification:(Select all applicable activities given)		
6.Details of selected NIC Code:		
7.Nature of work carried on in main establishment:		
II. Details of Employer:		
1.Full Name of Employer: Relationship with establishment.		
2.FulladdressofEmployer:		
3.EmailIdof employer:		
4.MobileNo. of employer:		

B)Details of Factory for which Common Licence required.		
1.	License number, if granted	
2.	Refer encenumber and date of latest approval of the plans by the Chief Inspector -cum- Facilitator.	
3.	i.A flow chart of the manufacturing process supplemented by a brief description of the process in its various stages (attach separately, if required)	

	ii. list of the raw materials used, intermediate products, including emission of toxic gases ,their quantities, methods of storage and handling, loading and transport etc.					
	iii. finished products by-products, their quantities, methods of storage and handling, loading and transport.					
	iv. details of the arrangements for the disposal of trade waste and effluents,					
	v. likely hazards and the method to control or eliminate them.					
4.	The period for which license or renewal of license is applied for (not exceeding ten years)					
5.	Maximum number of workers to be employed on any one day during the year		Male	Female	Other	Total
6.	Installed power in Horse Power					
7.	Full name of Manager					
	Residential Address					
	Date of Birth					
	Nationality					
	Mobile No.					
	E-mail					
<b>C)Details of Establishment Contractor</b>						
1)	Name and Address of the Principal Employer, where Contract labourers are being proposed to engage					
2)	Name and designation of the representative of Principal Employer where the Contract Labourers are being proposed to engaged					
3)	License number if any granted					
4)	Nature of work in which contract labourers are being proposed to engage-					
5)	Activity as per National industrial classification-					
6)	Date of Commencement _____					

7) Date of Completion _____					
8) Number of contract labourers being Proposed to engage on any one day during financial year	<table border="1"> <tr> <td>MALE</td> <td>FEMALE</td> <td>OTHER</td> <td>TOTAL</td> </tr> </table>	MALE	FEMALE	OTHER	TOTAL
MALE	FEMALE	OTHER	TOTAL		
9) Attach undertaking of Contractor for not deploying Contractor labourers in core activities of manufacturing					
10) Amount paid as Security Deposit	Rs.				
11) Amount paid as fees for license	Rs.				
12) Late fees paid ,if any	Rs.				
13) Whether License was cancelled of applicant in Past? Give details and present status of case -					
14) Present status of Cancellation					
15) Any court case pending with reference to Cancellation? Give details and present status of case –					
16) Whether Registration of principal employer was abolished in past? Or any abolition proposal is pending with Government? If yes give details of the present status or Action take if any					
17) Attach Form of Undertaking					
<b>D) DetailsofEstablishmentobtainingLicenseforBeediandCigarindustrialPremises</b>					
1) Full postal address to which Communication relating to the industrial premises should be sent:					
2) License number granted if any:					
3) Reference number and date of latest approved plan of industrial premises of Beedi and cigar manufacturing					
4) Maximum number of employees proposed to be employed on any one day during the financial year commencing on					
5) Whether the employer is a trade mark holder registered under the Trade and merchandise Marks Act, 1958? Please attach details:					
6) Value of beedies or cigars or both manufactured at the industrial premises during the preceding financial year ending on					

7) Applicant's previous experience of the Beedi and cigar Industry?	
8) Whether the proposed site of the industrial premises amounts to the alteration of the site, of any existing industrial premises and if so the Reasons for such alterations:	
9) Whether any industrial premises was closed By the applicant during the last twelve months? If yes brief reasons:	
10) Source of obtaining tobacco:	
11) Whether the beedi or cigar or both manufactured by the applicant, will be sold and marked by himself for through a any other registered user of trade mark or any other person Please specify:	
12) Attach actual plan of the premises:	
13) Amount of fees paid	Rs.
D) Details of Amendment sought	
Licence No.	
Name and Address of the Establishment	
Details for which amendment is sought	
Maximum number of workers 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:	
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

Date of application

FORM XXIII

[see rule 52(2)]

COMMON LICENCE

Licence NO. .... Reg. No..... Date of Reg. .... Licence is hereby granted to ....., for the premises known as ....., situated at ..... For use as an establishment within the limits stated hereinafter, subject to the provisions of the Occupational Safety, Health and Working Conditions Code, 2020 and the Rules thereunder, for the following manufacturing processes/products :-

For Factory	Period of Issue	Valid for		Fees	Date of Payment	Signature of the issuing Authority
		Maximum number of workers on any one day	Installed Horse Power in case of Factory			
For Contractor workers						
For Bidi and Cigar Works						

Date:

Signature of the Authority

FORM XXIV

[see rule 58(3)]

RECORD OF LIME WASHING PAINTING ETC.

Description of houses	Parts lime-washed, painted, vanished or oiled, eg. Wall, ceiling, wood works etc.	Treatment whether lime-washed	Date on which lime-washing painting, varnishing or oiling was carried out according to the (English Calendar) Date/Month/ Year.	Remarks
(1)	(2)	(3)	(4)	(5)

Signature of the Employer

## FORM XXV

[see rule 72(5)]

FORM OF APPEAL AGAINST ORDER PASSED BY AUTHORITY FOR COMMON  
LICENCEBefore the ..... (Designation and office of the First Designated  
authority)

- (1) Date of application produced before Issuing Authority for grant of Common Licence:-
- (2) Date of acknowledgement:-
- (3) Date of production of documents , in any :
- (4) Decision of the issuing authority :
- (5) Date of intimation of rejection of application received by Applicant:
- (6) Grounds for rejection of application.
- (7) Relief Sought :
- (8) Any other information necessary for filling appeal :

## Declaration

The particulars given above are true and correct to the best of my knowledge and information and belief.

Date:

Signature

Place:-

By order and in the name of the Governor of Goa

Sitaram Gurudas Sawal , Under Secretary (Labour)

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