

EXTRAORDINARY
GOVERNMENT



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KHYBER PAKHTUNKHWA

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GOVERNMENT OF THE KHYBER PAKHTUNKHWA LABOUR
DEPARTMENT.

NOTIFICATION

Dated Peshawar, the 14th February, 2021.

No. Ro/LD/8.10/2021-22/1843--- In exercise of the powers conferred by section 26 of the Khyber Pakhtunkhwa Bonded Labour System (Abolition) Act, 2015 (Khyber Pakhtunkhwa Act No. XIV of 2015), the Government of Khyber Pakhtunkhwa is pleased to make the following rules, namely:

KHYBER PAKHTUNKHWA BONDED LABOUR SYSTEM (ABOLITION) **RULES, 2021**

CHAPTER-I **Preliminary**

1. **Short title and commencement.**— (1) These rules may be called the Khyber Pakhtunkhwa Bonded Labour System (Abolition) Rules, 2021.

(2) They shall come into force at once.

2. **Definitions.**—(1) In these rules, unless the context otherwise requires, the following expressions shall have the meanings hereby respectively assigned to them, that is to say,-

- (a) "Act" means the Khyber Pakhtunkhwa Bonded Labour System (Abolition) Act, 2015 (Khyber Pakhtunkhwa Act No. XIV of 2015);

- (b) “**authorized officer**” means an officer authorized under section 9 of the Act;
- (c) “**Chairperson**” means the Chairperson of the Vigilance Committee;
- (d) “**employer**” means an employer as defined under clause (iii) of section 2 of the Khyber Pakhtunkhwa Payment of Wages Act, 2013 (Khyber Pakhtunkhwa Act No. IX of 2013);
- (e) “**Form**” means a Form appended to these rules;
- (f) “**Secretary**” means the Secretary of the Vigilance Committee;
- (g) “**Vigilance Committee**” means the Vigilance Committee constituted under rule 12 of these rules; and
- (h) “**wages**” means wages as defined under clause (xiv) of section 2 of the Khyber Pakhtunkhwa Payment of Wages Act, 2013 (Khyber Pakhtunkhwa Act No. IX of 2013).

(2) Words and expressions used but not defined in these rules shall have the same meaning as assigned to them in the Act.

CHAPTER-II

Engagement on work and advances

3. Contract of engagement on work.---(1) Every engagement of a labourer on a work by the employer or any person, shall be in a written contract as provided in **Form-A** between the labourer and the employer or the person getting labour, having the terms and conditions of his engagement including,-

- (a) the amount of wages to be paid;
- (b) duration of contract;
- (c) nature of work to be done;
- (d) amount of advance taken; and
- (e) mode of recovery or paying back the advance.

(2) If a labourer is engaged in a work without a contract of engagement, as mentioned in sub-rule (1), he shall be deemed to be bonded labourer and the employer or the person, for whom he is working, shall be held responsible and dealt with under the provisions of the Act.

(3) The contract of engagement, made under sub-rule (1), may be terminated by either party to the contract with one month prior notice.

4. Advance extended or taken.---(1) The amount of advance extended or taken under sub-section (2) of section 6 of the Act, shall not exceed three times of minimum wages for relevant category of labourer fixed by the Government under the Khyber Pakhtunkhwa Minimum Wages Act, 2013 (Khyber Pakhtunkhwa Act No. XII of 2013).

(2) The labourer shall not be responsible to pay and the employer or the person for whom, the labourer has been working, shall not be entitled, for any mark up on actual amount of advance.

5. Deductions to be made from wages.---(1) The wages of a labourer shall be paid by the employer or the person for whom he is working without any kind of deduction except allowed under the Act or these rules.

(2) Deductions from the wages of a labourer shall be made in respect of advance and in installments spreading over not more than twelve months. No installment shall exceed one fourth ($1/4^{\text{th}}$) of the earned wages in the wage period, in respect of which deduction is made.

(3) If the contract of engagement is terminated by either party under sub-rule (3) of rule 3, the amount of advance which has not been satisfied may be recovered through civil suit.

CHAPTER-III

Duties of an authorized officer and Inspector and procedure

6. Authorized officer.---(1) In pursuance of section 9 of the Act, Government shall confer upon an authorized officer in his area of jurisdiction, the following powers, namely;

- (a) to inspect any premises or work place in his jurisdiction, where he has reasons to believe that bonded labour system is being enforced and make such examination of that place or any record, register or other documents maintained therein and may require any explanation of any person or record or document and take such measure, as he may consider necessary for the purposes of the Act;
 - (b) to call for such information from the creditor or any other person as he may deem necessary for the discharge of his functions;
 - (c) to enquire into and to take action on any matter relating to the implementation or violation of the provisions of the Act; and
 - (d) to take action for the restoration of the possession of any property of a bonded labourer, which had been sold, transferred or assigned in any manner for the recovery of bonded debt.
- (2) An authorized officer shall perform the following duties, namely;
- (a) to mobilize Government and Non-Government Organizations falling in his jurisdiction for the purpose that those may work together so as to bring to light the cases of bonded labour so that measures may be taken under the law for their freedom and rehabilitation;
 - (b) to urge academic institutions and vocational training schools to prepare programs for the education and training of labourers freed from the bonded labour system;
 - (c) to persuade philanthropists and social welfare organizations to rehabilitate and promote the welfare of the freed bonded labourer by, securing and protecting the economic interest of such freed bonded labourer to enable him not to contract any further bonded debt; and
 - (e) recommend Government, to launch projects and development schemes for sustainable rehabilitation of freed bonded labourers.

7. **Duties of Inspector.**--- The Inspector shall inquire, during the course of inspection, whether, any bonded labour system or any other form of forced labour is being enforced, within the local limits of his jurisdiction and if, as a result of such inquiry, any employer or a person is found to be enforcing the bonded labour system or any other system of forced labour, he shall forthwith submit the matter to the authorized officer to take such action, as may be necessary to implement the provisions of this Act.

8. **Procedure in the cases of restoration of any property.**---(1) The bonded labourer or a member of his family himself or through a legal practitioner make an application to the authorized officer for restoration of possession of any property that has been taken by creditor or attached, sold, transferred or assigned within the meaning of section 5 of the Act.

(2) The application, made under sub-rule (1), shall be heard by the authority and given an opportunity of hearing to the creditor or any other person acting on behalf of the creditor and after such further inquiry, as may be necessary may give such direction or pass an order as it deems proper.

(3) The authorized officer shall decide the application, made under sub-rule (1), within a period of thirty days from the date of the application has been filed before it.

(4) The aggrieved person may make an application, under sub-rule (1), within a period of three (03) years from the date of commencement of these rules or from the date of cause of action arises.

9. **Procedure in the cases of extracting bonded labour.**---(1) On a complaint made by the bonded labourer or on a reference made by the Inspector under rule 7, the authorized officer, after necessary inquiry whether, after the commencement of the Act, any bonded labour system or any other form of forced labour is being enforced by, or on behalf of, any person resident within the local limits of his jurisdiction and if, as a result of such inquiry, any person is found to be enforcing the bonded labour system or any other system of forced labour, he may refer the matter to the Vigilance Committee or may direct the Inspector to lodge a complaint before the court of competent jurisdiction for trial of the offence.

(2) The Vigilance Committee, on a reference made by the authorized officer, shall proceed for alternative dispute resolution through the measures other than legal course of action. If the matter is not resolved through these efforts and the

Vigilance Committee reaches to a conclusion that any bonded labour system or any other form of forced labour is being enforced by, or on behalf of, any person, it may direct the Inspector to lodge a complaint in the court of competent jurisdiction for trial of the offence or to get a case registered against the offender.

CHAPTER-IV

Maintenance of record

10. Register of employees.---The employer or the person engaging any labourer on work, shall maintain a register as provided in **Form-B** in respect of all employees.

11. Register of advances.---(1) The amount of advance given to a labourer under sub-rule (1) of rule 4 and re-payment or recovery thereof in accordance with sub-section (5) of section 6 of the Act, shall be entered in a register as provided in **Form-C** to be maintained by the employer or the person, who has engaged the labourer.

(2) The employer or the person engaging a labourer for work shall provide a wage slip as provided in **Form-D** to the labourer on every occasion of making deductions from the wages and shall maintain a counterfoil thereof for his record for the Inspection of the authority and the Inspector.

CHAPTER-V

Vigilance Committee

12. Constitution of Vigilance Committee.---(1) Government shall, by notification in the official Gazette, constitute at district level, a Vigilance Committee, which shall consist of:

- | | |
|---|-------------|
| (a) Deputy Commissioner of the concerned district; | Chairperson |
| (b) District Police Officer or his representative not below the rank of Superintendent of Police of the concerned district; | Member |
| (c) a representative of the Education Department not below the rank of an officer in BPS-17; | Member |
| (d) a representative of the Agriculture Department not below the rank of an officer in BPS-17; | Member |

- | | | |
|-----|---|----------------------|
| (e) | a representative of Social Welfare Department not below the rank of an officer in BPS-17: | Member |
| (f) | President, District Bar Association of the concerned district: | Member |
| (g) | President, District Press Club of the concerned district: | Member |
| (h) | a representative of recognized body of workers: | Member |
| (i) | a representative of recognized body of employers: | Member |
| (j) | a representative of recognized registered NGO working for the protection of human rights: | Member |
| (k) | two persons representing elders of the area; and | Members |
| (l) | a representative of the Labour Department not below the rank of an officer in BPS-16. | Member-cum-Secretary |

(2) The members at clauses (h) and (i) of sub-section (1), shall be nominated by the Labour Department of Government from amongst the most represented workers and employers registered organizations. The members at clauses (j) and (k) of sub-section (1), shall be nominated by the Social Welfare Department and the District Administration respectively.

(3) The Chairperson may co-opt any member in the Vigilance Committee, as he may deem appropriate.

(4) The Secretary shall be responsible to record minutes of every meeting and maintain records of proceedings and correspondences and undertake all transactions that are necessary in carrying out the objectives of the Act and these rules.

(5) The Vigilance Committee shall meet as when required at a place and in the manner as directed by the Chairperson; provided that an emergency meeting of Vigilance Committee may be convened at any time on a notice in writing given to the Chairperson, at least by seven members under their signatures.

(6) Subject to the approval of the Chairperson, the Secretary, may correspond with the concerned Government departments or other agencies for the purpose of the Act and these rules.

13. Tenure of office of the members.—(1) The members at clauses (h),(i),(j) and (k) of sub-rule (1) of rule 13 shall hold office for a period of two years from the date of his nomination as a member and shall be eligible for re-nomination.

(2) An outgoing member may continue in office until the nomination of his successor.

(3) No act or proceedings of the Vigilance Committee shall be invalid for reasons only of existence of a vacancy, or defect in the constitution of the Vigilance Committee.

(4) A person nominated as a member at clauses (h),(i),(j) and (k) of sub-rule (1) of rule 13 to fill a casual vacancy shall hold office for the unexpired period of his predecessor.

(5) The member, as mentioned in sub-rule (4), may tender resignation in his own hand writing, addressed to the nominating authority as provided in sub-rule (2) of rule 13 or may be removed, if he is convicted of an offence involving moral turpitude or if he has been absent from three consecutive meetings without leave of absence from the Chairperson.

14. Conduct of official business by Vigilance Committee.—(1) The Vigilance Committee may, at anytime, call upon a Department or an agency or a company or an employing establishment or firm or an individual employer or any other person to furnish it with such information and documents as may be relevant or useful in connection with performance of its functions under sub-section (2) of section 19 of the Act.

(2) The Vigilance Committee shall establish a Complaint Cell in the office of the Deputy Commissioner, which shall be managed by the Secretary.

(3) The Secretary or any member of the Vigilance Committee, having the knowledge that at a work-place bonded labour was employed, he shall forthwith report to the Vigilance Committee for taking appropriate action under the Act.

(4) The Vigilance Committee, on a matter brought into its notice or referred to it by the authorized officer or on a complaint made to it, shall conduct an enquiry through any of its member, who shall submit report to the Vigilance Committee within a period specified by the Vigilance Committee.

(5) The Vigilance Committee shall deliberate upon the report and may call the aggrieved person or any other person, who has information or is responsible or against whom the grievance has been agitated regarding the matter referred to it concerning rendering of bonded labour or any other form of forced labour under the Act.

15. Repeal.--- The Bonded Labour System (Abolition) Rules, 2021 are hereby repealed to the extent of the Province of the Khyber Pakhtunkhwa.

**Secretary to
Government of Khyber Pakhtunkhwa
Labour Department**

FORM-A
[see rule 3(1)]
Contract of engagement on work

This contract of engagement on work is arrived as on
.....at.....between Mr.
..... S/o.....CNIC
No..... resident
of..... owner // occupier
of.....
(hereinafter called the first party) and Mr.
S/o.....CNIC No. resident of
..... engaged on work of
.....*..... as**..... labourer (hereinafter called the
second party) at the (name of establishment) of the first
party on the following terms and conditions:-

TERMS AND CONDITIONS

1. This contract is valid till.....
2. The second party has received Rs. (in words.....) as advance on account of unearned wages from the first party.
3. The advance will be settled / paid back as follows
4. The second party will perform his work individually, however, he may on his own accord do it collectively.
5. The rate of wage will be Rs. per month or Rs. (in case of piece rate).
6. In case of any increase in wage notified by the government, first party will enhance the same accordingly.
7. The first party will pay the wages on***..... without any deduction except allowed under the law and this contract.
8. The second party shall not engage any child of his family or otherwise to perform his work.
9. The first party shall not allow any child to perform work at the workplace even if he belongs to the family of the first party.
10. This contract can be terminated with one month's notice by either party.

11. If the contract is terminated, the second party will pay back the outstanding amount of advance, which had not been satisfied through repayment schedule and if the second party fails to do so, the first party may get it recovered through legal means.
12. The first party shall not engage the second party on any work other than agreed upon through this contract.
13. This contract shall stand extinguished on the date of its expiry, however, both parties will be bound to settle their accounts with regard to wages and advance as per law and terms and conditions of this contract.

(First Party)

(Second Party)

Witnesses

1. _____

2. _____

* Specification of work.

** Categories of labourer.

*** Weekly basis, fortnightly basis and monthly basis or piece rate basis.

FORM-B
[see rule 10]

Register of Employees for the Year 20.....

1. Name of factory, commercial establishment, industrial establishment, Industry and business concern:
.....
2. Nature of Business:
3. Address:
4. Name of the Employer / Occupier:
5. Month:
6. Working Hours: From: To:
 - i. First Period:
 - ii. Rest Interval:
 - iii. Second Period:

Sr. No.	Name	Father's Name	Address	Age	Caste or Religion	Nature of Work	Date of Engagement	Date of Termination of Contract	Wage Rate
1	2	3	4	5	6	7	8	9	10

(Signature of the Employer / Occupier)

FORM-C
[see rule 11(1)]

Register of Advances

1. Name of factory, commercial establishment, industrial establishment, Industry and business concern:
.....
2. Nature of Business:
3. Address:
4. Name of the Employer / Occupier:
5. Month:
6. Working Hours: From: To:
 - i. First Period:
 - ii. Rest Interval:
 - iii. Second Period:

Sr. No	Name of the labourer	Father's Name	Category	Advance		Installment of Repayment		Outstanding Amount of Advance	Signature / Thumb Impression of Worker
				Amount (in Rs.)	Date	Amount (in Rs.)	Date		
1.									
2.									
3.									
4.									

(Signature of the Employer / Occupier)

FORM-D
[see rule 11(2)]

Wage Slip

1. Name of factory, commercial establishment, industrial establishment, Industry and business concern:
2. Nature of Business:
3. Address:
4. Name of the Employer / Occupier:
5. Wage Period / Month:
6. Name of the Worker:
7. Father's Name:
8. Department:
9. Token or Ticket No.:

Rates of wages payable (in Rs.)	Amount of over-time wages earned (in Rs.)	Gross wages payable (in Rs.)	Deduction (in Rs.)			Actual wage paid (in Rs.)	Date of Payment	Outstanding amount of Advance
			On account of Advance	Any Other	Total			
1	2	3	4	5	6	7	8	

(Signature of the Employer / Occupier)

FORM-C
[see rule 11(1)]

Register of Advances

Name of factory, commercial establishment, industrial establishment, Industry and business concern:

.....

2. Nature of Business:
3. Address:
4. Name of the Employer / Occupier:
5. Month:
6. Working Hours: From: To:
 - i. First Period:
 - ii. Rest Interval:
 - iii. Second Period:

Sr. No	Name of the labourer	Father's Name	Category	Advance		Installment of Repayment		Outstanding Amount of Advance	Signature / Thumb Impression of Worker
				Amount (in Rs.)	Date	Amount (in Rs.)	Date		
1.									
2.									
3.									
4.									

(Signature of the Employer / Occupier)

FORM-1D
[See rule 11(2)]

Wage Slip

1. Name of the factory, commercial establishment, industrial establishment, industry and business concern:
2. Nature of Business:
3. Address:
4. Name of the Employer / Occupier:
5. Wage Period / Month:
6. Name of the Worker:
7. Father's Name:
8. Department:
9. Token or Ticket No.:

Rates of wages payable (in Rs.)	Amount of overtime wages earned (in Rs.)	Gross wages payable (in Rs.)	Deduction (in Rs.)			Actual wage paid (in Rs.)	Date of Payment	Outstanding amount of Advance
			On account of Advance	Any Other	Total			
1	2	3	4	5	6	7	8	

(Signature of the Employer / Occupier)

.....