

**SEEPZ-SEZ
Contractor's Labour Regulations**

1. SHORTTITLE

These regulations may be called the SEEPZ, SEZ Contractors Labour Regulations.

2. DEFINITIONS

- i. **Workman** means any person employed by SEEPZ, SEZ or its contractor directly or indirectly through a subcontractor with or without the knowledge of the SEEPZ, SEZ to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-
 - a) Who is employed mainly in a managerial or administrative capacity: or
 - b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature :or
 - c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer. No person below the age of 14 years shall be employed to act as a workman.
- ii. **Fair Wages** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- iii. **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- iv. **Wages** shall have the same meaning as defined in the Payment of Wages Act.

3. (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

(ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

(iii) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Central/State Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'VIII'.

5. PAYMENT OF WAGES

- i.** The contractor shall fix wage periods in respect of which wages shall be payable.
- ii.** No wage period shall exceed one month.
- iii.** The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv.** Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v.** All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi.** Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.

- vii. All wages shall be paid in current coin or currency or in both.
 - viii. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
 - ix. A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
 - x. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer or authorised representative who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
 - xi. The contractor shall obtain from Engineer in charge or the authorised representative of the Engineer-in-Charge a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form: "Certified that the amount shown in column No. has been paid to the workman concerned in my presence onat"
- Note:** In case of payment of wages paid through bank, the contractor shall submit a copy of bank statement for relevant period duly signed by him.

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- i. The wages of a worker shall be paid to him without any deduction of any kind except the following:
 - a) Fines
 - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - e) Any other deduction which the Central Government may from time to time allow.
- ii. No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-XII.

- iii. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iv. The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- v. No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- vi. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

- i. The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL(R&A) Central Rules 1971 (Appendix VI)
- ii. The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix VII).
- iii. The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VIII)
- iv. **Register of accident** - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - a) Full particulars of the labourers who met with accident.
 - b) Rate of Wages
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident
 - f) Time and date of accident
 - g) and time when admitted in Hospital
 - h) Date of discharge from the Hospital
 - i) Period of treatment and result of treatment
 - j) Percentage of loss of earning capacity and disability as assessed by Medical officer
 - k) Claim required to be paid under Workmen's Compensation Act.
 - l) Date of payment of compensation
 - m) Amount paid with details of the person to whom the same was paid
 - n) Authority by whom the compensation was assessed.
 - o) Remarks
- v. The contractor shall maintain a Register of Fines in the Form XII of the CL(R&A) Rules 1971(Appendix-XIII).

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-XII)

- vi. The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971(Appendix-XIV)
- vii. The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971(Appendix-XV)
- viii. The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971(Appendix-XVI).

8. ATTENDANCE CARD-CUM-WAGE SLIP

- i. The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-IX)
- ii. The card shall be valid for each wage period.
- iii. The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv. The card shall remain in possession of the worker during the wage period under reference.
- v. The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi. The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-X).

10. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL(R&A) Central Rules 1971.

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-Charge concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Engineer-in-Charge after ADC, Estate has given his decision on such appeal.

(i) Engineer-in-Charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the G.M. Engineer as the case maybe.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Engineer-in-Charge concerned within 30 days from the date of decision, but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i. A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii. An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - a) An officer of an association of employers of which he is a member.
 - b) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.

- c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii. No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received ADC, Estate, SEEPZ-SEZ or to the Labour Officer or any other person, authorised by the Central Government on his behalf.

17. SUBMISSION OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

18. AMENDMENTS

The Central Government/SEEPZ, SEZ may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the ADC, Estate, and SEEPZ-SEZ concerned shall be final.

**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT & AMOUNT WITHHIELD
AGAINST COMPENSATION FOR DELAY IN INDIVIDUAL CONTRACT
(on Non-Judicial Stamp Paper of Rs.100/-)**

[Refer Clause 1Aand 2B]

To

The SEEPZ, SEZ

.....
.....

1. In consideration of the SEEPZ, SEZ having its head office at Mumbai [hereinafter called the "SEEPZ, SEZ" which expression shall unless repugnant to the subject or context include its administrator, successors and assigns) having agreed under the terms and condition of Contract Agreement No.dated.....made between.....and SEEPZ, SEZ in connection with the work of.....(hereinafter called the said contract) to accept Deed of Guarantee as herein provided for Rs.....(Rupees.....only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or lieu of the amount withheld towards compensation for delay pending final extension of time to be made from the contractors contained in the said Contractor. We, the...bank (hereinafter referred to as "the said Bank" and having our registered office at do hereby undertake and agree to identify and keep indemnified SEEPZ, SEZ from time to time to the extent of Rs..... (Rupees..... only) against any loss or damage, cost,, charges and expenses caused to or suffered by or that may be caused to or suffered by SEEPZ, SEZ by reason of any breach or breaches by the said Contractor of any of the terms and condition contained in the said contract and to unconditionally pay the amount claimed by SEEPZ, SEZ on demand and without demur to the extent aforesaid.
2. We..... Bank, further agree that SEEPZ, SEZ shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by SEEPZ, SEZ on account thereof and the decision of SEEPZ, SEZ that the said Contractor has committed such breach and breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered of that may be caused to or suffered by SEEPZ, SEZ from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contracts and till all the dues of SEEPZ, SEZ under the said contract or by virtue of any of the terms and conditions governing the said contract including compensation for delay if any as decided by SEEPZ, SEZ, have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies

that the terms and condition and accordingly Contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee subject, however that SEEPZ, SEZ shall have no claim under this Guarantee after 90(Ninety) days from the date of expiry of the defects Liabilities periods or Final /Extension of Time grated by SEEPZ, SEZ as provided available in agreements clause no.....as provided in the said Contract, i.e.....(date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. SEEPZ, SEZ shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and form time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said contract or securities available to SEEPZ, SEZ and the said Bank shall not be released from its liability under these present by any exercise by SEEPZ, SEZ of any liberty with reference to the matters aforesaid or by reason of time being given to the said contractor or any other forbearance, act or omission on the part by SEEPZ, SEZ or any indulgence by SEEPZ, SEZ to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for SEEPZ, SEZ to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which SEEPZ, SEZ may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of SEEPZ, SEZ in writing and agree that any charge in the Constitution of the said Contract or the said Bank shall not discharge our liability hereunder.

In presence of

Dated this _____ Day of _____

WITNESS

- 1.
- 2.

For and on behalf of (The Bank)

Signature _____

Name & Designation _____

Authorization No. _____

Name & Place _____

Bank's Seal _____

The above Guarantee is accepted by SEEPZ, SEZ

For and on behalf of SEEPZ, SEZ

Signature _____

Name _____

Designation _____

Dated _____

REGISTER OF MATERNITY BENEFITS (Clause 19F)

Name and address of the -----
Contractor -----

Name and location of the -----
Work -----

Name of the employee	Father's/husband's name	Nature of employment	Period of actual employment	Date on which notice of confinement given
1	2	3	4	5

Date on which maternity leave commenced and ended

Date of delivery/miscarriage	<u>In case of delivery</u>		<u>In case of delivery</u>	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave Pay paid to the employee

<u>In case of delivery</u>	<u>In case of miscarriage</u>			<u>Remark</u>
Rate of leave pay	Amount Paid	Rate of leave pay	Amount Paid	
11	12	13	14	15

CONTRACTOR'S LABOUR IN AIRPORT AUTHORITY OF INDIA WORKS (CLAUSE 19 F)

Name and address of the contractor -----

Name and location of the work -----

1. Name of the woman and her husband's name
2. Designation
3. Date of appointment
4. Date with months and years in which she is employed.
5. Date of discharge/dismissal, if any
6. Date of production of certificates in respect of pregnancy.
7. Date of which the woman informs about the expected delivery.
8. Date of delivery/miscarriage/death.
9. Date of production of certificate in respect of delivery/miscarriage.
10. Date with the amount of maternity/death benefit paid in advance of expected delivery
11. Date with amount of subsequent payment of maternity benefit
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after the death.
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date in the register.

14. Signature of the contractor authenticating entries in the register.

15. Remarks column for the use of Inspection Officer.

Labour Board

Name of work -----

Name of Contractor -----

-----Address of Contractor_____

Name and address of A.A.I Division-----

Name of A.A.I Labour Officer -----

Address of A.A.I Labour Officer -----

Name of A.A.I Labour Officer-----

Sr. No.	Category	Minimum wages fixed	Actual wage paid	Number present	Remark

Weekly holiday -----

Wage period -----

Date of payment of wages-----

Working hours-----

Rest interval-----

[See rule 2(1)]
[Part-A : For all Establishments]
Register of Workmen Employed by Contractor

Name and address of contractor-----

Name and address of establishment which contractor is carried on

Name and location of work-----

Name and address of Principal Employer-----

Name of the Establishment-----Name of Owner-----LIN-----

Sr. No.	Employee Code	Name	Surname	Gender	Father's/Spouse Name	Date of Birth#	Nationality	Education	Date of Joining	Designation

Category Address *(HS/S/SS/US)	Type of Employment	Mobile	UAN	PAN	ESI CIP	LWF	AADH AAR	Bank A/C Number	Bank	Branch (IFSC)	Present Address	Permanent Address

Service Book No.	Date of Exit	Reason for Exit	Mark of Identification	Photo	Specimen Signature/Thumb Impression	Remarks
25	26	27	28	29	30	31

* (Highly Skilled/Skilled/Semi Skilled/Unskilled)

Note: In case the age is between 14 to 18 years, mention the nature of work, daily hours of work and

Intervals of rest in the remarks Column.

Form-XVI

[See Rule 78 (1) (a) (i)]

Muster Roll

Name and address of -----

Contractor-----

Name and address of establishment which contractor is carried on -----

Name and location of -----

Work-----

Name and address of Principal Employer ----- For
the
month of fortnight -----

Sr. No.	Name of work Man	Sex	Father's/Husband's	Date				Remark
1	2	3	4	5				6

FORM B

APPENDIX-VIII

[Seen Rule 78 (1) (a) (i)]
FORMAT FOR WAGE REGISTER

Name and address of contractor-----

Name and address of establishment which contractor is carried on-----

Name and location of work-----

Name and address of Principal Employer-----For the month of fortnight-----

Rate of Minimum Wages and since the date -----				
	Highly Skilled	Skilled	Semi-Skilled	Un Skilled
Minimum Basic				
DA				
Overtime				

Name of the Establishment-----Name of Owner-----

-----LIN-----Wage period

From-----To----- (Monthly/Fortnightly/Weekly/Daily/Piece Rated)

Sr. No.	Name	Rate of Wage	No. of Days Worked	Overtime hours worked	Basic	Special	DA	Payments Overtime	HRA	Others	To
1	2	3	4	5	6	7	8	9	10	11	12

Deduction							Net Payment	Employer ShPF Welfare
PF	ESIC	Society	Income Tax	Others	Recoveries	Total		

Receipt by Employee/Bank Transaction ID	Date of Payment	Remarks
23	24	25

FORM-C

FORMAT OF REGISTER OF LOAN /RECOVERIES

Name of Establishment -----LIN-----

Sr. Number /in Employee register	Name	Recovery Type (Damage/loss/fine/advance/loans)	Particulars	Date of damage/Loss*	Amount
1	2	3	4	5	6

Whether show cause issued*	Explanation heard in presence of *	Number of Installment	First Month/Year	Last Month/Year	Date of Complete Recovery	Remarks
7	8	9	10	11	12	13

* Applicable only in case of damage/loss/fine

Form-XVII
[See Rule 78(2) (a)]

Register of wages

Name and address of contractor-----

Name and address of establishment which contractor is carried on -----

Name and location of work -----

Name and address of Principal Employer -----For the
month of fortnight -----

Sr. No.	Name of work man	Serial no in the register of workman	Description/nature of work done	No. of days worked	Units of work done	Daily rates of wages /piece rate	Basic wages	Dearness Allowance	Overtime	Total	Deduction if any (indicate nature)	Net amount paid	Signature	Initial contract or his representative
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

WAGE CARD

Wages Card No -----

Name and Address of Contractor-----Date of issue-----

Name and location of work-----Designation-----

Name of workman-----Month/Fortnight-----

Rate of Wages-----

1 2 3 4 5 6 7 8 9 1 1 1 1 1 1 1 1 1 2 2 2 2 2 2 2 2 2 3 3 1
0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0

Morning Rate

Evening Amount

Initial

Received from ----- the sum of Rs-----on
account of may wages----- Signature

The Wages Card is valid for one month from the date of issue

19/Form-XIX
78(2)
[See Rule 78(1) (b)]

Wages Slip

Name and address of contractor -----

Name and Father's /Husband name of workman-----

Name and location of work-----

For the week/Fortnight/Month ending-----

1. No. of days worked-----

2. No. of units worked in case of piece rate workers-----

3. Rate of daily wages/piece rate-----

4. Amount of overtime wages-----

5. Gross wages payable-----

6. Deduction, if any-----

7. Net amount of wages paid-----

Initials of the contractor or his representative

**MODEL RULES FOR THE PROTECTION OF
HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS
EMPLOYED BY SEEPZ, SEZ OR ITS CONTRACTORS**

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of SEEPZ, SEZ in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

- i. At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii. The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment.
 - a) For work places in which the number of contract labour employed does not exceed 50 Each first –aid box shall contain the following equipments:
 1. 6 small sterilized dressings
 2. 3 medium size sterilized dressings
 3. 3 large size sterilized dressings
 4. 3 large sterilized burn dressings
 5. 1 (30 ml) bottle containing a two per cent alcoholic solution of iodine.
 6. 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (30 gms) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution.

- b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.
1. 12 small sterilized dressings.
 2. 6 medium size sterilized dressings.
 3. 6 large size sterilized dressings
 4. 6 large size sterilized burn dressings.
 5. 6 (15 gms) packets sterilized cotton wool.
 6. 1 (60 ml). Bottle containing two per cent alcoholic solution iodine.
 7. 1 (60 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institute / Government of India.
 13. A bottle containing 100 tablets (each of 5 gms) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- iii. Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- iv. Nothing except the prescribed contents shall be kept in the First-aid box.
- v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the workplace.
- vi. a person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- vii. In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- viii. Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- i. In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- ii. Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- iii. Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of

pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

- iv. A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- i. In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii. Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- iii. Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- i. Latrines shall be provided in every work place on the following scale namely:
 - a) Where female are employed, there shall be at least one latrine for every 25 females.
 - b) Where males are employed, there shall be at least one latrine for every 25males.
- ii. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50thereafter.
- iii. Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iv. Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non absorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- v. (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case maybe.
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- vi. There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- vii. (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

- viii. Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- ix. Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- x. The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head. Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- i. At every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- ii. The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii. The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bedroom.
- iv. The contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v. The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- i. In every work place where the work regarding the employment of contractor labour is likely to continue for six months and where in contract labours numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

- ii. The canteen shall be maintained by the contractor in an efficient manner.
- iii. The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- iv. The canteen shall be sufficiently lighted at all times when any person has access to it.
- v. The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime washed every four months.
- vi. The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii. Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii. Suitable arrangements shall be made for the collection and disposal of garbage.
- ix. The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- x. The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule(ix).
- xi. (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number. (b) Washing places for women shall be separate and screened to secure privacy.
- xii. Sufficient tables stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule (ix).
- xiii. (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- xiv. The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv. The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No Profit, No loss' and shall be conspicuously displayed in the canteen.
- xvi. In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
 - a) The rent of land and building.
 - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.

- d) The water charges and other charges incurred for lighting and ventilation.
 - e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii. The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

- 11.** The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

SEEPZ, SEZ may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

**SEEPZ, SEZ
SAFETY CODE**

1. Suitable Scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding on staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90cm.(3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 $\frac{1}{2}$ ") for ladder upto and including 3m. (10ft.) in length. For long ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person on which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. **a. Excavation and Trenching** – All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof, Ladder shall extend from bottom of the Trench to at least 90cm (3fts) above the surface of the ground. The side of the trenches which are 1.5 m. (5 ft.) or more in

depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5 m. (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

b. Safety Measures for digging bore holes:-

- i. If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- ii. During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer-in-charge of the work;
- iii. Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50 Mtr all around the point of drilling to avoid entry of people/animals;
- iv. After drilling the bore well, a cement platform (0.50 Mtr x 0.50 Mtr x 1.20 Mtr) 0.60 Mtr above ground level and 0.60 Mtr below ground level should be constructed around the well casing;
- v. After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- vi. After the bore well is drilled the entire site should be brought to the ground level;

7. Demolition – Before any demolition work is commenced and also during the progress of the work,

- i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- iii. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.

- i. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.

- iii. Those engaged in welding works shall be provided with welder's protective eye-shields.
- iv. Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v. When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
 - a) Entry for workers into the line shall not be allowed except under supervision of the Engineer or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or condoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time upto which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

- l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
 - m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi. The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overall shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- i. White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii. Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - iii. Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv. Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v. Overall shall be worn by working painters during the whole of working period.
 - vi. Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

- vii. Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of SEEPZ, SEZ.
- viii. SEEPZ, SEZ may require, when necessary medical examination of workers.
- ix. Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:

- i. (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- ii. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- iii. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- iv. In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be

necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

- 13.** All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 14.** These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 15.** To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in- Charge of the department or their representatives.
- 16.** Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.