## Annex-II-K Contractor’s Commitment to Community Employment Practices

The Project’s approach includes the application of local resource based (and equipment supported) work methods (LRBT) and the active involvement of local communities in the implementation of the works. A key condition to the successful application of LRBT is the active involvement of local communities in the planning and implementation of the works and adherence to the use of decent working conditions. For this reason, it is of critical importance that the Bidder reaches an agreement with the involved local authorities and local leaders about various LRB “best practices” and decent working conditions.

Such practices and decent working conditions include a ***formal employment contract with the worker***. The contractor’s commitment to community employment practices could in addition include, but is not limited to:

* Clear information about the work and recruitment practices, and information about the number of workers needed for the contract;
* Promoting the involvement of women in the workforce, i.e. equal access to job opportunities. This could for example be achieved by offering women work closer to their homes, providing child-care facilities, allowing women to participate in the works, even if they are not able to work for whole days (which can be done, while using the output-based task work system);
* The provision of transportation for the workers, if long walking distance from their homes to the worksite would prevent their participation in the workforce;
* The provision of adequate drinking water, toilet facilities, protective gear;
* Training of workers, in particular women, where possible;
* Regular and timely (every 2 weeks), full payments to workers;
* Programming of the works, considering periods when workers have no/limited time to participate in the works.
* The inclusion of people with a disability, wherever possible (experiences have shown that – depending on the particular nature of the disability – people with a disability can participate in certain work activities)
* Equal payment for work of equal value (which is possible by using a task-work based payment system) and compliance with the payment of least minimum wages
* The use of a system of workers’ selection and workers’ rotation that is acceptable to the community and the contractor

Bidders will be required, as part of the Bid submission requirements, to commit to “best community engagement practices” and if awarded the contract, the contractor is obliged to agree with local authorities (through a duly signed minute of a meeting) to “best community engagement practices”, including but not limited to the points listed above.

|  |  |
| --- | --- |
| Name: |  |
| Date: | (Bidder fills in Name when signing this Certificate) |
| Authorised Signature: | (Bidder fills in Date when signing this Certificate) |

## Employment Contract for Rental of Service for Daily Workers (Template)

**Between the two parties**

**Contractor** (First Party): ­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registry of Commerce Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Worker** (Second Party) Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nationality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Residence: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Disability: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This contract is for daily task based delivery of services within **“Employment Intensive Infrastructure Programme, in Cambodia (EIIP)”**. Within this contract the second party will undertake as required by the Contractor, numerous task work activities in group or individual tasks.

**Terms of Employment**

The Location of project workplace is: [insert location - address of the locality]

This Contract begins on: [insert date] and ends on: [specify date after 14 working days later]

Actual End Date: [Insert actual date in which the individual stopped work]

The Worker is informed and is aware of the limited period of this contract and that this is not a trial period for a permanent job and that daily wage will be paid only for daily tasks accomplished to satisfaction. The Worker is required to deliver the services required to complete the requested task in the time allocated for the project.

The contract may be terminated for one of the following reasons:

a) If the Contractor contract with ILO project is discontinued,

b) Funding for the programme in the location of the project workplace is discontinued,

c) The Worker is frequently absent or repeatedly do not perform in terms of the tasks set out in the work programme.

**Duties**

The Worker will be delivering basic services as assigned by the contractor independently but in coordination with other workers in the same workplace.

The tasks assigned to the workers are safe, the worker is required to follow the safety measures.

**Remuneration**

The Worker will be paid a daily wage for a daily task completed to satisfaction at the rate of **[minimum of US$ 8.5]**. A daily task should be accomplishable in 8 hours or less.

The expected quantity of work completed each day should be compatible with the timeframe allocated for the completion of all tasks by all the workers assigned to it. The work quantity required for the agreed rate of pay will vary from activity to activity. The Worker will be informed at the beginning of each task or group of tasks how much work is expected to be completed per day. The Worker will be paid the daily rate even when work is finished before the time or after the estimated time of completion.

The Worker will only be paid for daily tasks completed to satisfaction. The Worker will not be paid if absent, for whatever reason.

The Contractor will provide transport in and out of the workplace from the place of residence of the Worker.

Payment is made on a bi-weekly basis at the place of work.

**Conditions**

The regularization of Legal Stay and complying with applicable Cambodian legislations is the responsibility of the Worker.

In case of any conflict in the interpretation of the terms of the contract and the roles and responsibility of the Worker or bad working conditions, the worker should inform the ILO project engineer. In this respect, the Worker has been advised of the availability of a Complaints Mechanism, for any issue or comment regarding the working conditions, the project site, or the project in general.

In addition to the conditions above all terms and conditions of the Cambodian Code of Obligation and Contracts and ILO Decent Work Standards are applied to this delivery of services.

**Signatures**

Signed in [indicate location]

On behalf of the Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Worker: ­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_