NATIONAL FERTILIZERS LIMITED VIJAIPUR UNIT DISTT. GUNA (M.P.) 473 111. PERSONNEL & ADMINISTRATION DEPARTMENT

No. NFVP/PACO/WEL/46.5

Dated: 25.02.2012

Notice Inviting Tender

Sealed tenders are invited from interested parties having experience in running industrial canteen of Public Sector Undertakings/ Industrial Establishment/Catering services. Tenderers shall be required to quote rates specified in Annexure-I against cash for lunch and dinner. Arrangements shall be made for 200-250 personnel approximately per day on the basis of booking done in advance.

The tenderer will make lunch and dinner and supply the same at quoted rates to NFL employees including CISF and Contract labourers. NFL will reimburse expenditure incurred by the contractor on labours and fuel only.

The contractor shall deploy four labours (three unskilled and one semi skilled) to perform the contractual obligations and NFL shall make payment to only three unskilled and one semi-skilled contract labourers on the basis of minimum wages.

The contractor shall quote the rates in lump sum which shall include minimum wages payable to the worker/labour and the other statutory liabilities to be borne & paid by the contractor under the contract.

NFL shall reimburse the cost of fuel to be calculated on per Thali basis. The per thali consumption of gas(LPG) shall be quoted by the contractor in Annexure-I. The cost of commercial cylinder as on date is Rs. 1547/- and the per thali consumption of fuel will be calculated by considering the cost of the commercial cylinder actually consumed.

CONTRACTOR SHALL EMPLOY SUFFICIENT NUMBER OF PERSONNEL FOR SMOOTH EXECUTION OF WORK. HOWEVER, ESCALATION @ 60% WILL BE ALLOWED IF WAGES ARE INCREASED BY MP GOVERNMENT BEING LABOUR ORIENTED JOB. THE ESCALATION IN WAGES, IF ANY, WILL BE REIMBURSED AS PER THE FOLLOWING FORMULA:

<u>Monthly labour payment x 0.60(Escalated minimum wages – mini.wages on bid opening date)</u> Minimum wages on bid opening date

The contract would be initially for a period of one year effective from 27th April, 2012 and shall be extendable for further period of one year on the existing rates, terms and conditions. The contractor would quote food charges and fuel cost per thali separately in annexure-I.

1. TIMINGS:The distribution of lunch/dinner shall be done at the following timings on all days, which will be on pre-booking at least three hours in advance with the Canteen Supervisor.

Lunch 12.30 PM	to	1.30 PM
Dinner 08.30 PM	to	9.30 PM

- **2. PENALTY:** All preparations shall be made from superior quality materials. A minimum penalty of Rs.100/-per day subject to a maximum of Rs. 200/- per day will be imposed and recovered from the monthly bills, in case contractor
 - a) Prepares sub-standard materials, decision of Canteen Managing Committee in this regard shall be final.
 - b)For any other default by the Contractor, penalty would be levied on the contractor depending upon the gravity of the default.
 - c)In case the contractor is found using electrical equipment other than those supplied by NFL for the purposes of cooking, a penalty of Rs.1000/- shall be levied each time.
- **3.** During the currency of the contract the rates of items quoted in Annexure-I shall remain fixed and no escalations will be allowed during the contract period except minimum wages as per formula given at page No. 1 of NIT.
- 4. The contractor directly provide lunch/dinner to NFL staff/ CISF and contract labour against cash.
- **5.** Wood, coal etc shall not be used as fuel in Central Canteen. Kerosene/cooking gas shall be allowed as fuel for cooking purpose.
- **6.**The items/equipments will be provided by NFL for making the food items as per Annexure II.
- **7.EARNEST MONEY DEPOSIT:** The tenderers must enclose along-with their offers a demand draft/Pay order for Rs.10,000/- (Rupees Ten Thousand Only) towards E.M.D. drawn on State Bank of India in favour of National Fertilizers Limited, payable at Baverikheda Branch (Code No. 8455) NFL, Complex, Vijaipur. In addition to earnest money, a successful bidder will submit a Bank Guarantee of Rs 25,000/- (Rupees twenty five thousand only) from Nationalized Bank towards the cost of furniture, equipment, and would be subject to successful performance of contract. This EMD/SD will not earn any interest. The Bank Guarantee will be submitted for the contract period of six months.
- **8.**The contractor shall make arrangement for timely preparation of lunch and dinner at Central Canteen to ensure smooth sale for which he will provide sufficient staff.

9. All the employees so required to work in the canteen shall be physically and mentally fit and free from all communicable contagious/infectious and other diseases. The contractor and their employees shall be subject to medical examination by the NFL Medical Officer/authorized physician from time to time or as and when required and decided.

- 10. The contractor shall have to arrange to purchase and provide the Raw Materials for the various items including the controlled items of acceptable standard quality for use in the canteen at his own cost. The contractor shall abide by the laws relating to the sale of food stuff and cold drinks etc.
- 11. The contractor shall maintain the canteen in clean hygienic and good sanitary conditions round the clock. Cleanliness/Sweeping of Canteen premises shall be arranged by the Contractor at his cost on daily basis.
- 12. The gate passes shall be provided to the employees of the contractor. Contractor shall have to submit passport size photograph in duplicate of every employee so engaged to the administrative Deptt. For the purpose of gate-passes along with local permanent address and other particulars of workers.
- 13. The contractor shall provide their staff proper uniform, headgear and apron to cooks, shirt and pant to service boys and arrange for proper maintenance and cleanliness thereof within a period of three months from the date of start of contract, failing which a penalty of suitable amount as determined by the Management will be imposed.
- 14. The contractor shall ensure that all steps be taken towards ensuring safety from fire etc. and follow all instructions regarding safety issued from time to time.
- 15.Recovery of Income Tax under Income Tax Act and other taxes if any as per law from all payments payable to contractor shall be made by NFL if applicable.
- 16.The contractor shall on commencement of contract intimate to P&A Deptt the names of the person who shall be responsible for functioning of contract in his absence. Area around central Canteen should be kept clean, failing which a penalty of Rs.100/- for Canteen will be imposed on the contractor on each such occasion. This amount shall be deducted from his payment.
- 17.NFL shall provide Central Canteen at monthly license fee of Re 1/- per month for canteen for the contract period and the rent for the contract period will be deposited in advance on handing over the premises to the contractor.
- 18. Water and electricity will be provided free of charge in the Canteen and Kitchen. However, electricity will not be used for cooking purposes.
- 19. The Contractor shall discharge all obligations under Provident Fund Act and ensure submission of all relevant documents to NFL from time to time. In case the said contract is awarded ,the contractor has to obtain PF registration number.
- 20.The Contractor shall discharge all obligations under labour laws including Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, Workmen's Compensation Act, etc. See Annexure-III for 'Contractor's Obligations Under Labour Laws.'

- 21. The contractor shall ensure that the persons deployed by him are medically fit. If required, a qualified Doctor will also examine the persons and those declared unfit shall be removed from NFL premises.
- 22. The persons deployed by the contractor shall be liable to Security Checks and shall strictly observe cleanliness, good behaviour etc.
- 23.None of the persons deployed by the Contractor shall stay in the factory premises of NFL beyond their authorized working hours.
- 24.The contractor/his authorized supervisor shall visit the Canteen daily to ensure personal supervision regarding providing lunch & dinner at the scheduled time to employees who have booked their lunch/ dinner and also for ensuring cleanliness & hygiene of the canteen.

25.The contractor shall comply with all Central, State Laws and rules relating to industrial canteen /persons deployed by him. The contractor shall to the extent he is liable to comply with and give all notices required under any Govt authority, instrument, rule or order made under any act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the works. The contractor shall to the extent that he is liable to pay and indemnify the NFL against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Govt. instrument rule or order and any regulations, bye-laws of any local authority in respect of the contract awarded.

26. All contract labours deployed by the contractor shall be his employees for all intents and purposes and there shall be no right of employment with NFL in any case. Contractor has to give an undertaking that the contract labours deployed by him are his employees.

- 27.The contractor has to make his own arrangement for bringing L.P.G. Cylinders. However, Gas connection will be provided by NFL by NFL. In case LPG is not available due to various reasons beyond the control of the contractor, the contractor will have to make alternative arrangements for smooth running of Canteen services.
- 28. The contractor shall replace/repair at his cost any equipment, utensils damaged due to negligence or for want of proper care by contract labours deployed by him.
- 29. The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever.
- 30.On termination of the contract, the contractor shall return/ handover the canteen premises with all fittings, fixtures, utensils, LPG cylinders/equipments etc. provided to him in the same good condition to NFL. In case of default the market value of equipment/utensils shall be recoverable from S.D.
- 31.In case of any accident involving any contract labours deployed by the contractor necessitating medical attendance, first aid, the contractor shall immediately arrange necessary medical attendance and intimate the Officer-in-charge and shall keep NFL indemnified for any of his obligations in this regard.

- 32. The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the contractual obligations. No claims for extra charges consequent upon any misunderstanding or otherwise will be allowed.
- 33.The contractor shall ensure general/safe working conditions and good house-keeping in and around the Central Canteen.
- 34.In case NFL has to incur any expenditure for any default of contractor or contract labours deployed by him in defending itself from any suit or otherwise against it where the NFL is also made a party as principal employer, the amount incurred along with any penalty/fine any payment, legal charges etc. will be recovered from the contractor's bills/security deposit, etc.

TERMS AND CONDITIONS FOR CENTRAL CANTEEN

35.The tenderer shall quote the rates for each of the items mentioned in Annexure-I.

<u>36.Arbitration Clause</u>

"Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of Designated Unit Head / E.D / Functional Director / Chairman & Managing Director , National Fertilizers Limited or his / her nominee (Appropriate Designated Authority may be inserted as per contract value).

The Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under shall govern the Arbitration proceedings..

THE CONTRACTOR HEREBY AGREES THAT HE SHALL HAVE NO OBJECTION IF THE ARBITRATOR SO APPOINTED IS AN EMPLOYEES OF NFL AND HE HAD TO DEAL WITH THE MATTER TO WHICH THE CONTRACT RELATES AND THAT IN THE COURSE OF HIS DUTIES AS SUCH HE HAS EXPRESSED HIS VIEWS ON ALL OR ANY OF THE MATTER IN DISPUTES OR DIFFERENCES,

IF THE ARBITRATOR TO WHOM MATTER IS REFERRED, VACATES HIS / HER OFFICE BY ANY REASON WHATSOEVER THEN THE NEXT ARBITRATOR SO APPOINTED BY THE AUTHORITY REFERRED ABOVE MAY START THE PROCEEDINGS FROM WHERE HIS PREDECESSOR LEFT OR AT ANY SUCH STAGE HE MAY DEEM FIT" "IT IS AGREED BY AND BETWEEN THE PARTIES THAT IN CASE A REFERENCE IS MADE TO THE ARBITRATOR OR THE ARBITRAL TRIBUNAL FOR THE PURPOSE OF RESOLVING THE DISPUTES/DIFFERENCES ARISING OUT OF THE CONTRACT BY AND BETWEEN THE PARTIES HERETO, THE ARBITRATOR OR THE ARBITRAL TRIBUNAL SHALL NOT AWARD INTEREST ON THE AWARDED AMOUNT MORE THAN THE RATE OF **SBI PLR/BASE RATE** AS APPLICABLE TO NFL ON THE DATE OF AWARD OF CONTRACT."

37.On termination of the contract, the contractor shall hand over possession of the Canteen to the company and remove himself and contract labours deployed by him along-with their belongings from the said premises immediately.

38.In the event of contractor committing breach of any of terms and conditions of this contract, NFL shall be entitled to terminate the contract forthwith without any notice and his security deposit will be forfeited.

39.ABANDONING THE CONTRACT: Accepting authority shall be entitled, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to NFL by written notice cancel the contract if the contractor at any point of time abandons the contract before the expiry period of the contract. Apart from forfeiting security deposit, NFL shall have every right to recover from the contractor any amount by which the cost of completion of the contract by any other contractor/agency shall exceed the value of the contract.

40.JURISDICTION: Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of or related to this contract (including any arbitration in terms thereof) it shall be only in the court of competent jurisdiction in this behalf at Guna which shall have jurisdiction to try such suit to the exclusion of all other courts.

41.TIME LIMIT FOR UNFORESEEN CLAIMS: Under no circumstances whatsoever, shall the contractor be entitled to any compensation from the NFL on any account unless the contractor shall have submitted a claim, in writing, to the officer-in-charge of P&A Deptt within one month of the cause of such claim occurring

42.FORCE MAJEURE CLAUSE:

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligations contained therein, if, such performance is prevented or interfered with by reasons of war, hostilities, revolution, delayed or restricted or commotion, strike, epidemic, accident, fire, flood, earthquake, civil regulation or ordinance or requirement of any government or any sub division thereof or authority or representative of any such Govt.and/or any other act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of God. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such interference for the period it persists provided that prevention, delay, restriction or affected shall use its best efforts to avoid or remove such causes of the party so non -performance if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their respective obligations by a state of force majeure lasting continuously for a period of three (3) months the two parties shall meet and decide about the future course of action for implementation of the contract.

- 43.Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for more than two months, the two parties shall consult each other regarding the future execution of the contract.
- 44.No other cause shall be considered to be the cause of Force Majeure except as provided here in above.
- 45. The quality of raw material food items to be used in preparation of meals and snacks by the successful tenderer will be as under:
 - a) The quality brand of raw material used shall be of ISI mark/Agmark as well as quality of Vanaspati to be used in preparation of meals shall be of any ISI mark/Agmark.
 - b) The spices to be used shall be of Agmark make depending upon the availability or of any ISI mark.
 - c) Rice shall be of Standard Brand.
 - d) Atta to be used shall be of Agmark/FPO Standard Brand.
 - *e)* Tea leave/Coffee to be used shall be of good quality.

Any authorized representative of the Canteen Managing Committee shall have the right to inspect the raw materials being used for food items prepared, cooking utensils used, general cleanliness and upkeep of the canteen/kiosk/kitchen and documents like complaint/suggestions register etc. If any deficiency is noticed to be existing, instructions shall be issued for suitable remedial action to be taken by the Contractor and he shall comply with such instructions.

46.PREVENTION OF FOOD ADULTERATION ACT, ESSENTIAL COMMODITIES ACT AND OTHER LAWS:

The contractor shall abide by all the provisions of the above enactments as applicable to him.

a) Separate menu of lunch and dinner shall be served on alternate days.

b) If NFL is satisfied that the quality of items supplied by the contractor or the services rendered by him are unsatisfactory or in the event of the contractor committing breach of any terms and conditions laid down in the contract and/or required to be observed and not performed by the contractor, NFL shall be at liberty to terminate the contract at any time without assigning any reasons whatsoever and without notice. In such event, NFL shall also be entitled to forfeit the amount of security deposit of the contractor and/ or recover the amount of loss suffered by NFL in lining up a new contract.

c) NFL reserves the right to accept or reject any or all the tenders without assigning any reasons thereof, with no responsibility of any loss due to non-receipt of tender sent by post/other means.

47.INDEMNITY CLAUSE

The Contractor shall indemnify and keep indemnified the NFL against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the consequence of the execution of the works and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of or in selection thereto.

The Contractor shall at all times keep the NFL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act, 1938, Workmen Compensation Act 1923, Equal Remuneration Act 1976, Employment of Child Labour Act, 1938, Abolition of Bonded Labour Act, and Contract Labour (Regulation and Abolition) Act, 1970 or any other Act regulating the employment of Labour by Contractor.

48. **INSURANCE:** The contractor shall get his liability under the Workmen's Compensation Act 1923 insured through an Insurance Company. Contractor shall also take Medical Cover for the workmen deployed by him to cover the medical treatment in respect of his workmen. Copy of the insurance policy may be submitted to the Officer-in-Charge before start of work.

49.The Contractor shall, on completion, remove all his waste material from site and handover the same to NFL as directed by authorized officer. It is the term of the contract that it shall be the total responsibility of the contractor to clear the site after the completion of the job. NFL has a right to recover the cost of the same from the contractor in case of non-clearance by the Contractor.

50. Service Tax:

Service tax, if applicable, shall be reimbursed against submission of documentary proof of having paid it to Government for the purpose of reimbursement of service tax, contractor is required to submit in writing on the letter head of their firm an undertaking and certificate that:

"I) In respect of invoice No	for Rs.	dated
under work order No.	in accordance	with the Service Tax Act/Rules,
service tax amounting to Rs.	has be	een deposited on vide
challan No	(copy enclosed) with the G	overnment."

"II) I undertake to indemnify NFL against any loss or liability arising to NFL in connection with service tax related to above work order."

51.The contractor shall be responsible for the safe custody of all the items of furniture/fixtures/utensils/equipments/etc. provided by NFL to the contractor and also the fittings in the canteen/Kiosk buildings etc. and shall handover the same to NFL as and when demanded. For breakages and all other losses except normal wear and tear, the replacements shall be made by contractor at his cost and in the manner as may be decided by NFL. In case the contractor fails to make good the aforesaid losses NFL shall be at liberty to recover the replacement cost from the security deposit. In case the loss is more than SD amount, NFL shall be at liberty to file a civil suit apart from terminating the contract.

- 52. The quantity and quality of foodstuffs to be supplied/served by the contractor shall be of good quality and subject to periodic inspection by Canteen Managing Committee.
- 53.For receipt and payments by electronic mode, the following details may be provided by the party:
 - a. party's Account No. in any Branch of State Bank of India
 - b. Name, address and Branch Code, RTGS Code and MICR No.
 - c. Party's acceptance for release of payment by ECS/EFT from our Bank, State Bank of India, Branch Code No. 8455, Baverikheda Branch, NFL Complex, Vijaipur.

54.Successful tenderer will have to sign the agreement with NFL on non-judicial stamp papers of Rs. 500/-(Rupees five hundred only) before start of work. The cost of stamp papers shall be borne by contractor.

- 55. NFL reserves the right to accept or reject any or all the tenders for non- fulfillment/non completion of conditions of NIT or otherwise at their discretion without assigning any reason.
- 56. Party shall submit photocopies of its PAN under Income Tax Act alongwith the quotation.

57. If the contractor requires any quarter in the township, the charges for rent, water and electricity etc. shall be as per extant company rules.

58. The quotation shall be valid for a period of 90 days from the date of its opening.

59. Keeping in view of the above terms & conditions, the sealed quotations in the enclosed form should be put in Tender box kept in Room No. 22 Administration Bldg., National Fertilizers Limited, Vijaipur Distt. Guna (MP) Pin 473111 by 19th March 2012 upto 3.00PM, which will be opened on the same day at 3.30 PM in the presence of bidders who may be interested to witness the opening of bids. The bid is to be submitted in two parts i.e., Part1-Tehnical Bid & Part2-Financial Bid.

Part1-Technical bid should consist of the following:

1.Each page of tender documents (Part-1) containing terms & conditions, duly signed by the bidder,

2.Demand draft of Rs.10,000/- towards EMD

3.PAN Card under Income Tax Act

4.Documents in support of the previous relevant experience of doing this kind of job

5.Bank statement of self/Firm's last 1 year in support of financial position.

6.If Tender is downloaded from website, additional Rs.100/- may be paid in the form of DD.

7. PF Code & Service Tax Registration Number, if available

Part2- Financial bid should contain duly filled and signed Annexure-1(Quotation).

The Part-1"Technical bid" will be opened first and "Part-2" Financial bid of only such parties will be opened whose Part-1 Technical Bid is found acceptable and in order.

(AMAN) DGM(HR)

Enclosed: Annexure-1, II &III

ANNEXURE -I

<u>MENU</u>

ITEMS OF LUNCH/DINNER

S.No.	ITEM	QTY	
A)	Rice (Kali Moonch) (wt. Of uncooked rice)	70 Gms	
B)	Chapati (4 Nos.)	150 Gms	
C)	Dal (cooked) Mong/Urad/ Toor/Urad-Chana	100 Gms	
D)	Dry vegetable	100 Gms	
E)	Curd / Raita	100 Gms	
F)	Sweet (Kheer/Sewain Halwa) (In sweet dishes chironji should be added)	One plate	
G)	Pickle (Nilon's)	One piece.	
	Total rate to be quoted per	thali (INR)	
			In words:
	bour Charge for deploying 4 la semiskilled & 3 unskilled for 3		
			In words:
2) Fue	el cost per thali (INR)		
			In words

The good quality of Vegetable Oil shall be used and specified. In case a particular item cannot be provided due to unavailability, the substitute will be provided in consultation with the Canteen Management Committee. For supplying alternate item of food, it will be decided by the Canteen Management Committee. The preparations of eatables will be strictly in accordance with provisions of Prevention of Food Adulteration Act.

Signature_____

Seal & Address of the party

ANNEXURE - II

LIST OF EQUIPMENTS OF CENTRAL CANTEEN TO BE PROVIDED BY NFL SUBJECT TO AVAILABILITY FOR MAKING THE FOOD ITEMS

Sl.No.	Equipment	Quantity
1-	थाली स्टील	100
2.	गिलास स्टील	100
3.	कटोरी स्टील	100
4.	चम्मच स्टील	100
5.	जग स्टील	15
6	गेस सिल्रेण्डर	05
7.	भगोना 35 लीटर केपेसिटी	01
8.	भगोना 15 लीटर केपेसिटी	01
9.	परात 2फीट चौडाई	01
10.	भगोना 15 लीटर	02
11.	लोहे की कढाई 2 फीट चौडाई	01
12.	चावल छननी	01

ANNEXURE-III

CONTRACTORS OBLIGATIONS UNDER THE LABOUR LAWS

THE CONTRACTOR SHALL BE GOVERNED BY THE PROVISIONS OF VARIOUS LABOUR LAWS LIKE THE CONTRACT LABOUR (R&A) ACT, 1970, FACTORIES ACT, 1948, INDUSTRIAL DISPUTES ACT, 1947, WORKMEN'S COMPENSATION ACT, 1923, MATERNITY ACT, 1961, PAYMENT OF BONUS ACT, 1965, PAYMENT OF GRATUITY ACT, 1972, MINIMUM WAGES ACT, 1948, PAYMENT OF WAGES ACT,1936 ETC. AND ANY OTHER LAW/LEGISLATION WHICH MAY BE APPLICABLE FROM TIME TO TIME.

NOTE : THE ABOVE ACTS ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE.

THE CONTRACTOR SHALL GET HIS LIABILITY UNDER WORKMEN'S COMPENSATION ACT, 1923 INSURED THROUGH AN INSURANCE COMPANY. CONTRACTOR SHALL ALSO TAKE MEDICAL COVER FOR THE WORKMEN DEPLOYED BY HIM TO COVER THE MEDICAL TREATMENT IN RESPECT OF HIS WORKMEN.

THE CONTRACTOR SHALL INDEMNIFY AND KEEP INDEMNIFIED THE NFL AGAINST ALL LOSSES AND CLAIMS FOR INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY WHATSOEVER WHICH MAY ARISE OUT OF THE CONSEQUENCE OF THE EXECUTION OF THE WORKS AND AGAINST ALL CLAIMS, DEMANDS, PROCEEDINGS, DAMAGES, COST, CHARGES AND EXPENSES WHATSOEVER IN RESPECT OF OR IN CONNECTION THERETO INCLUDING HIS EMPLOYEES.