



CSIR- CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, (Council of Scientific & Industrial Research) BARWA ROAD, DHANBAD-826001 (website:<u>www.cimfr.nic.nic</u>)

NOTICE INVITING TENDER THROUGH GeM FOR "HIRING OF VEHICLE TO CARRY OUT ACTIVITIES OF THE PROJECT OF CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, DHANBAD AT NMDC, DONIMALAI COMPLEX."

GeM Ref: MONTHLY BASIS CAB & TAXI HIRING SERVICES

Contract duration: 12 Months





Ref. No.: GS-OTHM0MISC/2299/2023-CC&NCR-CIMFR

DATE : 10-09-2024

NAME OF "HIRING OF VEHICLE TO CARRY OUT ACTIVITIES OF THE PROJECT WORK : OF CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, DHANBAD AT NMDC, DONIMALAI COMPLEX."

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GeM: MONTHLY BASIS CAB & TAXI HIRING SERVICES



(Council of Scientific & Industrial Research) BARWA ROAD, DHANBAD-826001



Ref.No.: GS-OTHM0MISC/2299/2023-CC&NCR-CIMFR

DATE: 10-09-2024

NOTICE INVITING TENDER

Tender through GeM (Government e-Market Place) is invited by the Director, CSIR-CIMFR, Dhanbad for the work of "HIRING OF VEHICLE TO CARRY OUT ACTIVITIES OF THE PROJECT OF CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, DHANBAD AT NMDC, DONIMALAI COMPLEX" from Registered Contractors who have successfully completed minimum one/ two/ three similar works each amounting to **80%/50%/40%** of the estimated bid value respectively or above during the last three years ending **31.03.2023** in CSIR Labs./Inst./Govt. Organizations/Public Sector Undertakings, Central or State Govt organisations/ autonomous bodies can only participate in the tender. The contractor shall provide different types of vehicle (preferably BOLERO/ERTIGA) at NMDC, Donimlai Complex which is the project site of CSIR-CIMFR, Dhanbad as per the requirement from time to time. Before submitting the tender, the bidder should inspect the site/location, nature of work, working conditions and movement of vehicle etc. No claim whatsoever shall be entertained for any ignorance or otherwise under any circumstances after the award of the contract.

Sl. No.	Name of work	Estimated Bid Value (in Rs.)	EMD (in Rs.)	Duration of work
1	HIRING OF VEHICLE TO CARRY OUT ACTIVITIES OF THE PROJECT OF CSIR- CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, DHANBAD AT NMDC, DONIMALAI COMPLEX. Bid availability on GeM (Govt. e Marketplace): Monthly basis cab & taxi hiring services.	(Rupees ten lakh thirty seven thousand only)	Rs.31,110/- (Rupees thirty one thousand one hundred ten only) Bidders claiming exemption of EMD must submit supporting documents.	12 (Twelve) Months

Bid Publish Date	As per GeM
Bid End Date	As per GeM
Technical Bid Open Date	As per GeM
Clarification to be provided	Within 2 days from the date of seeking clarification
Bid life cycle	180 days
(from the date of publish)	
Bid offer validity (from End date)	75 days

Tender document can be seen in the website https://gem.gov.in. The EMD of Rs. 31,110/- in the form of A/C payee separate demand draft from any scheduled Bank should be drawn in favour of the Director, CSIR-CIMFR, Barwa Road, Dhanbad payble at Dhanbad. A scanned copy of EMD may be uploaded in GeM and the original demand draft should be submitted at this office before or within one weeks' time from the last date of bid submission. Non-submission of the EMD within the stipulated date will not be considered as technically qualified bidder for opening of financial bid.

The Director, CSIR-CIMFR, Dhanabd reserves the right to accept or reject any tender in part/full or to split order without assigning any reason or to annul the tender process at any stage or split the order without assigning any reasons thereof.



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DATE : 10-09-2024

DETAILS OF TENDER

Tender through GeM (Government e-Market Place) is invited by the Director, CSIR-CIMFR, Dhanbad for the work of "HIRING OF VEHICLE TO CARRY OUT ACTIVITIES OF THE PROJECT OF CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, DHANBAD AT NMDC, DONIMALAI COMPLEX" from Registered Contractors. Estimated bid value of the work is Rs. 10,37,000/- (Rupees ten lakh thirty seven thousand only).

Agencies/Contractors working with Central or State Government/Semi-Government Organisations CPWD, MES, Railways, Post & Telegraph Department, State PWD's or who have worked for CSIR or it's Laboratories/Institutes and have successfully carried out/executed/completed similar work, meeting the following eligibility criteria only, need to apply.

A. **ELIGIBILITY CRITERIA** :

- 1. The participating firm shall have its full-fledged office at Bellari, Karnataka.
- 2. The party shall have experience in providing similar services at NMDC, Donimalai Complex or similar mining activities.
- 3. The drivers to be deployed by the successful bidder shall be well versed with local language.
- 4. Valid registration certificate issued by the appropriate Authority to carry out such business.
- 5. The agency must not have been blacklisted by any Government/State Government/ Central or state Autonomous Bodies/Organisations/CSIR or any of its Laboratories/Institutes as on the date of submission of the bid.
- 6. Having annual turnover certificate, duly certified by registered Chartered Accountant (C.A.) with UDIN for the F.Y. 2020-21, 2021-22 and 2022-23.
- 7. Must have successfully carried out/executed/completed following **similar work** during the last **three (3) years** ending last day of March 2023 in CSIR Labs./Inst./Govt. Organizations/Public Sector Undertakings, Central or State Govt. organizations/ autonomous bodies etc:
- (a) Three similar completed works each costing not less than the amount equal to Rs. 4,14,800/-, i.e. 40% of the Estimated bid value of work OR
- (b) Two similar completed work each costing not less than the amount equal to Rs. 5,18,500/-, i.e. 50% of the Estimated bid value of work OR
- (c) One similar completed work each costing not less than the amount equal to Rs. 8,29,600/-, i.e. 80% of the Estimated bid value of work.
- 8. In case of running contracts, a certificate from the competent authority of concerned department may be obtained and submitted stating the value of work concluded and satisfactory performance of the contractor as on date along with the actual contract value with duration of work.

'Similar work' means execution of contract for providing/hiring of various categories of vehicles. The bidder must produce **successful completion certificate in r/o work done** from the clients and the work done certificate should mention details of work executed, the date of commencement and date of completion of the work and the gross value of the completed work/work done.

Note:- In the light of clause 3 of Ministry of Finance, Department of Expenditure procurement policy division OM no. F.20/2/2014-PPD(Pt.) dated: 20th September, 2016, Competent Authority of this Institute has approved to keep the experience and turnover criteria, as mentioned above for all startups and MSMEs.

B. <u>Documents to be submitted</u>:

Bidders meeting the 'ELIGIBILITY CRITERIA' may submit their bid with the following details, failing which the technical bid shall be treated as incomplete and will be summary rejected :

- (i) Self-attested copy of valid registration certificate issued by the appropriate Authority to carry out such business.
- (ii) Self-attested copy of registration with GST Authority.
- (iii) Self-attested copy of PAN
- (iv) An undertaking that the Agency/Contractor that it is not blacklisted by any Government/Semi-Government Departments/Autonomous Bodies/Organisations/CSIR or any of its Laboratories/Institutes as on the date of submission of the bid as per attached Annexure.
- Satisfactory completion certificate issued by concerned Organisation/Departments as per Sl. No.
 7 of the 'ELIGIBILITY CRITERIA' with Name of Work, gross value of work done, the date of commencement and date of completion of the work.
- (vi) Bidders who claim that they are exempted from paying Earnest Money Deposit must submit copy of valid documents in this regard.
- (vii) Duly filled in Annexures in prescribed format from Annexure-I to Annexure-IV
- (viii) Details of Annual turnover for last three years (2020-21, 2021-22 and 2022-23) duly certified by a Chartered Accountant with valid UDIN number.

The Technical bid may be submitted duly supported by the above documents. The Technical bid as submitted will be evaluated by a committee as constituted by the Competent Authority of CSIR-CIMFR. The committee will declare the technically qualified bidders as per the submitted technical bids and as per the criteria as mentioned above besides any other objective criteria as may be adopted by them. If any clarification is sought from any bidder, the bidder(s) must submit the required clarification within due date through GeM. Non-submission of the

clarifications sought well within time or non-submission of the requisite documents as per the eligibility criteria will be summarily rejected.

Bids without required documents or not meeting the eligibility criteria will be treated ineligible bids and their price bid will not be taken into consideration.

The Bidder shall intimate the names of persons who are working with him/her in any capacity or subsequently employed by him/her and who relatives are as mentioned below. In case any of his/her relative is working in CSIR or CSIR-CIMFR, he/she has to intimate prior to submission of his/her bid and seek prior permission to participate in the tender process.

NOTE : A person shall be deemed to be relative of another if, and only, (a) they are members of a Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to other in the following manner: Father, Mother (including step mother), Son (including step son), Son's wife, Daughter (including step daughter), Father's Father, Son's Son, Son's Wife, Son's Daughter, Son's Daughter's Husband, Daughter's Husband, Daughter's Son, Daughter's Son's Wife, Daughter's Daughter's Husband, Brother (including step brother), Brother's Wife, Sister (including step sister), Sister's Husband.

Canvassing in any form is prohibited and the bid submitted by the Agency/Contractor, who resort to canvassing may be liable for rejection.

C. SCOPE OF WORK

The contractor shall provide vehicle to CSIR-CIMFR Staff and Project Assistants for day to dy movement and sample transportation in and around of NMDC, Donimalai and Kumarswami Iron Ore at Bellary district of Karnataka". The successful bidder shall also deploy one supervisor for regular coordination and supervision of the work at his/her own cost. The number of vehicle required will vary from time to time depending on the requirement. Before submitting the tender, the tenderer should inspect the site/location, nature of work, working condition and movement of vehicle etc. No claim whatsoever will be entertained for any alleged ignorance or otherwise under any circumstances after the award of the contract.

D. TERMS AND CONDITIONS

- 1. Tenders are hereby invited to supply commercial vehicles (Yellow platted only) on "MONTHLY BASIS" for project & allied activities of CSIR CIMFR at NMDC Donimalai Complex, Karnataka.
- 2. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
- 3. Except rates and amount, the bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Conditional bids and bids with altered formats will be summarily rejected.
- 4. Only commercial vehicles should be provided and all the vehicles should have functional air conditioning facility. Comprehensive insurance of vehicles (First Party) should be ensured and drivers with valid driving license should also be insured. All the expenditure for insurance is to be borne by the contractor at his/hir own cost.

- 5. All the vehicles must be equipped with fire extinguisher facility and safety kit.
- 6. In case of break-down of the vehicle during duty, the alternate arrangement must be made by the contractor without any financial obligation. If contractor does not make alternate arrangement within one hour, he has to pay 1.5 times the actual cost to be incurred by the visiting team. If the contractor denies to provide the vehicle against the vehicle requisition then a sum of Rs 3000.00 (Rupees three thousand only) per requisition will be deducted from the monthly bill. If the contractor agrees to provide the vehicle but the vehicle is not provided on or before the scheduled reporting time then a sum of Rs 6000.00 (Rupees six thousand only) per requisition will be deducted from the monthly bill. If any of the above penalties are also covered by GeM, the amount of penalties will be charged to the contractor will be either as per point no 6 of T&C or as per penalty clause of GeM Service Level Contract, whichever is higher.
- 7. The successful bidder needs to arrange required permits in advance before start of the journey, whenever required. If the permit is not made in advance and the vehicle has to wait for more than 30 minutes for the permit then a penalty Rs 2000.00 (Rupees two thousand only) per vehicle will be charged. For outstation duty, the requisition will be provided at least 12 (twelve) hours before commencement of the journey.
- 8. The owner/firm should also be in a position to supply vehicle on short notice as and when required.
- 9. The owner/firm should be in a position to provide a standby taxi in case of any breakdown.
- 10. The owner/firm should be available round the clock on his own direct telephone (office as well as residence) to respond to the call for taxies in emergent cases. The Mobile numbers (with WhatsApp facility) must be provided. The firm should be able to provide taxies on holidays/Sundays also.
- 11. No advance payment would be made to the firm in any case.
- 12. CSIR-CIMFR will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury.
- 13. Driver of each vehicle shall be well versed with local language and should be in white dress and black shoes with smart mobile phone. If driver will not be in proper uniform then Rs 500.00 (Rupees five hundred only) per day will be recovered from the bill. Any complaint from the users regarding poor upkeep, maintenance, any misbehavior of the driver would attract a cut from the bill for that day(s) on pro rata basis @ 5% in the first instance, 10% in the second instance and removal of driver and/or vehicle from the fleet on the third instance. However, in all the above cases such complain will be referred to the Competent Authority of CSIR CIMFR, whose decision will be final, for appropriate deduction. Complain book must be available in each of the vehicle duly authenticated by the Transport in -charge. CSIR-CIMFR, will be free to call vehicle from the open market if vehicle is not provided at the appointed time and place, and the expenses on this account will be deducted from the pending bills/security etc, besides above penalties.
- 14. The Contractor shall not lease or sub-contract the whole or any part of the contract to anybody. Such act will lead to cancellation of Contract along with forfeiture of Performance Security.

- 15. There will be no dead mileage. The kilometrage for the purpose of "vehicle run" and "hours of duty" shall be reckoned from one site to another site. No mileage will be allowed to drivers for lunch / breakfast or for filling up diesel, oil etc.
- 16. The firm will obtain the duty slips duly signed by the Officer In Charge.
- 17. The daily record during journey period related to CSIR CIMFR requisition (indicating time and mileage) for each vehicle separately shall be maintained in the Log Book for each vehicle and submit the same along with bill.
- 18. Regular monthly bills shall be submitted in triplicate to the authority specified in contract along with duty slips duly signed by the user in the first week of subsequent months. Office will deduct Income Tax as per IT Act and other applicable taxes. PAYMENT will be made within 30 days after receipt of monthly bills in order.
- 19. Toll tax, Parking charges and GST will be reimbursed along with the bill against the submission of proper documents.
- 20. For the liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
- 21. The contractor shall assign the job of driving of hired vehicles only to qualified experienced drivers with valid driving license and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The CSIR-CIMFR shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section-29 of IPC and any loss caused to CSIR-CIMFR or its travelling team have to be suitably compensated by the contractor.
- 22. The wages to the workers/drivers deployed by the contractor shall be disbursed by the contractor himself or his nominee by 7th of every month. Complains received in this office, if any, from the labours/drivers regarding payment default will liable to get cancellation of the contract, if found, not in order. The contractor should maintain record of such payments made with signature or thumb impression of the labour/driver. Document of wages payment and their subsequent deposition of subscriptions related to ESI, EPF should be placed to CSIR-CIMFR (if required).
- 23. The contract agreement is to be signed and Performance Security has to be submitted by the contractor within 21 days of issue of work order on GeM portal.
- 29. The duration of the contract shall be initially for a period of one year from the date of commencement of the contract. The contract may be extended on such terms and conditions on six monthly basis for a maximum period of one more year as mutually agreed upon and satisfactory work report of the contractor. The Director, CSIR-Central Institute of Mining and Fuel Research, Dhanbad will have the right to terminate the contract at any time without assigning any reasons.
- 30. The L-1 shall be decided keeping in view the component of lowest quoted amount and lowest percentage of Service charge. In case of tie in the amount and percentage of service charge quoted by the bidders, the criteria for final decision shall be taken as per Auto Run method of selection in GeM.

31. Contact details of the Officer for clarification/Information on Tender:

Section Officer (Works & Services), CSIR-CIMFR, Barwa Road, Dhanbad-826001 e-mail: works.servicessection@gmail.com

- 32. Earnest money will be forfeited if the contractor fails to commence the work as per letter of award.
- 33. The Contractor shall at his own cost, if required, take necessary insurance cover in respect of the persons employed for the aforesaid services at CSIR-CIMFR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act: Workman's Compensation Act, 1923: Payment of Wages Act,1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act,1965; The Minimum Wages Act,1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and/or any other rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR-CIMFR indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations under the said Acts, rules/regulations and/or any bye-laws or rules framed under any of these, CSIR-CIMFR/CSIR shall be entitled to recover any such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from his payments.
- 34. The successful bidder who will be awarded the contract has to furnish an e-PBG for an amount equivalent to 5% of the estimated bid value of the work, drawn in favour of Director, CSIR-CIMFR, Dhanbad within 7 days from the date of issue of award letter as Performance Security Deposit. The Performance Security shall remain valid for a period of six months beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

35. TERMINATION OF CONTRACT:-

a) On the expiry of the contract period as stated above

- b) By giving one month's notice by CSIR on account of:
 - i) for committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) on assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Lab./Instt.
- c) On contractor being declared insolvent by competent Court of Law.

d) If the contractor fails to arrange to supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by CSIR-CIMFR.

e) Director, CSIR-CIMFR may terminate the contract in whole or in part by serving one month notice as per his convenience.

During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

The contractor shall remove all the vehicles along with driver deployed by him, on termination of the contract, whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for Lab./Instt./CSIR.Director, CSIR-CIMFR may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by forfeiting the performance security of the contractor.

36. INDEMNIFICATION:

- 1. That the contractor shall keep the CSIR indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CSIR is made party and is supposed to contest the case, the CSIR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to CSIR on demand. Further, the contractor will ensure that no financial or any other liability comes on CSI R in this respect of any nature whatsoever and shall keep CSIR indemnified in this respect.
- 2. That the contractor shall further keep the CSIR indemnified against any loss to the CSIR property and assets. The CSIR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

37. ARBITRATION

In the event of any question, dispute / difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the arbitrator shall be final and binding on the parties.

Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996, and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceeding under this clause.

38. JURISDICTIONS:

The District courts at Dhanbad, only shall have the jurisdiction for the purpose of this contract.

The above terms and conditions are acceptable to me/us and I/we shall abide by the decision taken by the Director, CIMFR on this tender.





ANNEXURE – I

UNDERTAKING BY THE CONTRACTOR

Certified that I/We have read and accept the instructions given in the tender document. I/ We undertake to supply the vehicle of various categories as per requirement from time to time as detailed in Scope of Work during the contract period, as mentioned in the NIT. The rate or service charge quoted shall remain firm during the contract period. I/ We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these Tender documents.

Place:

Date:-

Signature of the contractor with date and seal Address: Tel.No: Mobile No: Fax No: Email: Website: Official Seal





ANNEXURE -- II

ANNUAL TURNOVER

Name of the Agency:

Address of the Agency:

UIDIN No.*				
Annual Turnover during last three financial years minimum amounting				
Rupees five lakhs only				
Annual Turnover	Amount (in Rs.) in figure and in words			
YEAR 2020-21*				
YEAR 2021-22*				
YEAR 2022-23*				

* Turnover certificate for the above three years by a Chartered Accountant to be submitted.

* Please mention the UIDIN No.

I hereby declare that the above statement is correct to the best of my knowledge. Further, I understand that during verification of documents, if any statement/above information is found incorrect, I shall forfeit any claim for bid.

SIGNATURE OF THE BIDDER WITH STAMP





ANNEXURE – III

NAME OF WORK : "HIRING OF VEHICLE TO CARRY OUT ACTIVITIES OF THE PROJECT OF CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, DHANBAD AT NMDC, DONIMALAI COMPLEX."

PROFORMA FOR EARNEST MONEY DEPOSIT DECLARATION

Whereas, I/V	Ve	(Name of the Agen	(Name of the Agency)		Have submitted	
bids	for		(Name	of	the	
work)						

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If, after the opening of tender/ bid open date, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender document.

Or

- (2) If, after the award of work, I/We fail to sign the contract, or to submit Performance Security Deposit before the deadline defined in the tender document.
- (3) I/We shall be suspended for one year and shall not be eligible to bid for CSIR-CIMFR tenders from date of issue of suspension order.

Signature of the Bidder

ANNEXURE-IV

(TO BE PRINTED ON LETTER HEAD)

DECLARATION OF RELATIONSHIP

I/We (Name) Sh. ______ is working as Contractor/ Partner/ Sole Proprietor (strike out word which is not applicable) of ______ (Name and address of the firm) do hereby solemnly affirm and declare that NO RELATIVE(S) of mine is/are working in any CSIR Laboratories/Institute or CIMFR, Dhanbad.

Signature with date and seal of the tenderer

[OR]

Is working as Contractor/ Partner/ Sole Proprietor (strike out word which I/We (Name) Sh. is not applicable) of (Name and address of the firm) do hereby solemnly affirm declare that _____ (name of and Sri/Smt/Dr. the employee) is working as permanent staff at CIMFR, DHANBAD and holding the post of _____at CIMFR, DHANBAD. Or is working as permanent staff (Name and address of CSIR laboratory/Institute) is holding at the post of _____ is my relative as_____.

Signature with date and seal of the tenderer

Relative(s) may be the following list person :

[NOTE : A person shall be deemed to be a relative of another if, and only if,(a) they are members of a Hindu Undivided Family (HUF), or (b) they are husband and wife, or(c) the one is related to the other in the following manner : Father, Mother (including step mother), son (including step son), Daughter(including step daughter), Grandparents, Grandson, Grand daughter, Son's wife, Son's daughter, husband of Son's daughter, Daughter's husband, Daughter's son, Wife of Daughter's son, Daughter's daughter, husband of daughter, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.]