

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-06-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-06-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Indian Oil Corporation Limited
Organisation Name/संगठन का नाम	Indian Oil Corporation Limited
Office Name/कार्यालय का नाम	locI- Guwahati Refinery
Total Quantity/कुल मात्रा	142
Item Category/मद केटेगरी	Hydrogen Gas Cylinder , Hydrogen balance Nitrogen Gas Cylinder
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Hydrogen Gas Cylinder
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
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Schedule 1	Hydrogen Gas Cylinder	130
Schedule 2	Hydrogen Balance Nitrogen Gas Cylinder	12

Hydrogen Gas Cylinder (130 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	130	730

Hydrogen Balance Nitrogen Gas Cylinder (12 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	12	730

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1) Past Project Experience: Not Applicable

2) Technical Pre Qualification Criteria: Not Applicable

3) Financial Pre Qualification Criteria: Not Applicable

4) Policy for providing preference to Domestically Manufactured Iron and Steel Product in Govt procurement (DMI&SP): Not Applicable

5) Submission of authentic documents is the prime responsibility of the bidder. However, IOCL reserves the right to verify the PQC documents submitted by the bidder(s). For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents. Wherever required, bidders may have to submit notarized / verified copy of PQC documents. Non submission of these documents, if asked for, will lead to rejection of offer. Should IOCL decide to place order pending verification of PQC documents, payment shall be made only after completion of order. If at any stage, the PQC documents are found to be forged / false / fake, suitable penal action shall be taken, which may include offer rejection, EMD forfeiture, termination of order (wherever applicable) and holiday listing / suspension (in G eM) of the bidder / vendor.

6) Bidders are requested to quote competitive prices considering the fact that price negotiations, if required, to be held with the lowest bidder only.

7) In case of involvement of foreign Vendors, tenders can be submitted either by the Vendor directly or through their Indian Agent / representative on behalf of them, but not both. The Indian Agent / representative should represent only one Vendor and he should not be allowed to quote on behalf of another Vendor or for the same tender. Commissions and scope of services to/by the agents should be explicit and transparent in the bids/contracts.

8) In cases of agents quoting on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian / foreign agent on behalf of only one principal

9) Tendering can be abandoned without assigning any reason. No compensation shall be paid for the efforts made by the bidder.

10) IOCL reserves the right to accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.

11) Although normally the lowest responsive bid amongst the bids submitted by bidders and considered by IOCL to be qualified and competent shall be preferred, IOCL reserves the right not to accept the lowest bid if in its opinion this is not in the interest of IOCL.

12) If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may include EMD forfeiture (if any) and / or holiday listing action as per the discretion of IOCL.

13) IOCL reserves the right to reject any deviation to delivery terms not meeting IOCL's requirement after giving one chance to the bidder to accept IOCL's requirement.

14) Cartel formation, bid rigging, collusive bidding are against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices are severely discouraged. Suitable administrative actions which include but not limited to rejecting the offer, holiday listing action as per policy in vogue for breach of integrity may be initiated in such cases.

15) In case of Zero deviation bidding tenders: Not applicable for the subject tender.

16) Delivery period for supply of material:

The indent quantity is for two (02) year requirement. Successful bidder has to supply the material as per specified quantity in course of two year on staggered basis. The validity of the contract shall be for two years from the placement of order which can be extended for balance quantity. Average requirement is 4 to 5 cylinders/months. Dispatch advice for each lot shall be issued to the successful vendor via e mail by authorized personnel of IOCL Guwahati Refinery. And for each such lot, the delivery period at site shall be within 10 days of date of dispatch advice.

NOTE : IOCL doesn't guarantee the utilisation of the complete tendered quantity. IN case of any balance unutilised quantity , IOCL reserves the right to seek extension of contract validity or short close the same as per site requirement.

17) Rent Free Period and Rental Charges Beyond Rent Free Period:

Rent free charge of the empty cylinders is three (03) months. Vendor to confirm rental charges, if any, (per cylinder) beyond rent free period. Rental charges shall be mentioned in the unpriced BOQ.

Also, bidder to confirm cost of empty cylinder in the unpriced BOQ.

NOTE: Bidder to note that cumulative rental charges per cylinder (if any) shall not exceed the cost of empty cylinder during the execution of the contract.

18) Special condition related to Payment terms

a) Payment for all the goods and services shall be made within 45 days from the day of acceptance / deemed acceptance.

b) The day of acceptance shall be the day of actual delivery of goods or rendering of services. However, if any objection is made in writing by the buyer within 15 days from the day of the delivery of goods or rendering of services, the day of acceptance shall be the day on which such objection is removed by the vendor. If no objection is made in writing by the buyer within 15 days, day of actual delivery of goods or rendering of services shall be the day of deemed acceptance.

- 19) **RESERVATION FOR CLASS 1 LOCAL SUPPLIER:** Not Applicable
- 20) **PURCHASE PREFERENCE TO CLASS 1 LOCAL SUPPLIER:** Not Applicable
- 21) **Bid security declaration:** Not Applicable
- 22) **EMD:** Not Applicable
- 23) **PBG:** Not Applicable
- 24) **TPI:** Not Applicable
- 25) **Bidders are requested to submit duly filled, signed and stamped copy of each declarations/undertakings enclosed in additional scope of work/technical specification document/ Buyer uploaded ATC document.**
- 26) Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority.
- 27) Any clarification (technical/commercial) shall be considered only through representation on GeM portal and not through mail.
- 28) **PBG requirement shall be relaxed by 50% in case of MSEs owned by SC/ST & Women Entrepreneurs. Bidder to provide a declaration along with their offer in case they are eligible and want to avail this relaxation along with relevant documentary proof. Subject relaxation is applicable for MSE manufacturers of tendered items.**
- 29) **Interest Prohibition Clause:**

Arbitration: Parties agree that the Contractor shall not be entitled for any pre-reference and pendent-lite interest, i.e., date of cause of action till date of Award by Arbitral Tribunal. Parties agree that Contractor's claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter to the Contractor. Where the arbitral award is for the payment of money, no interest shall be payable by Owner on whole or any part of the money for any period till the date on which the award is made.

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Suit: Parties agree that the Contractor shall not be entitled for any pre-filing interest i.e., dates of cause of action till date of filing of civil suit. Parties agree that Contractor's claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to award pre-filing interest in the matter to the Contractor. Where the civil decree is for the payment of money, no interest shall be payable by Owner on whole or any part of the money for any period till the date on which the suit is filed.

- 30) Where a Foreign bidder, in its offer, assigns part order to an Indian Entity, which is not its subsidiary, the same shall be accepted subject to such Indian entity having executed at least one order (irrespective of value) for the scope that is proposed to be assigned to it.
- 31) 'Government of India has implemented the Trade Receivables Discounting System (TReDS). TReDS is an institutional mechanism set up in order to facilitate the financing of trade receivables of MSMEs from corporate buyers through invoice financing by multiple financiers. IOCL is already registered on the following TReDS Platforms:

1. Receivables Exchange of India Ltd (RXIL)

Website: <https://www.rxil.in/>

Address: Receivables Exchange of India Limited, 701-702, 7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042.

2. M1xchange

Website: <https://www.m1xchange.com/>

Address: Unit No. A/04-01 to A/04-6D and A/04-07, 4th Floor Tower A, Reach Commercial, Sector 68, Gurugram -122101, Haryana

MSME bidders are requested to register on the TReDS platform'.

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32) Vendor Invoice Management:

Dear Vendors,

Indian Oil has been keeping its systems updated with latest developments and newest technologies to efficiently add to the delight of our partner vendors. Many digitalization steps have been taken in the past and have been successfully implemented with the continuous support of partners.

We are introducing Vendor Invoice Management system for centralized processing of invoices for supply of goods and services with an intent to further expedite the payment process. A centralized query management system including self-help is also being introduced for convenience of the vendors on tracking details related to payments.

A. Invoice Management System

With effect from **17.05.2023**, **original copy of invoice** raised on **this office** against PO shall be submitted in the following manner: -

1. **Digitally signed original invoice** can be submitted by registering into vendor portal (E-Vidit portal) in which case no hard copy is required to be sent. Vendors are encouraged to use vendor portal for expeditious settlement of their invoice.

The link to the vendor portal is

<https://apps.indianoil.in/vim>

Help Manual of portal for use by vendors is attached herewith.

2. **Alternatively**, originally signed invoice in physical form can be sent to the following address: -

Indian Oil Corporation Limited

IBM Tower, 2nd Floor,
A 26, Rani Ramgarh Road,
Block A, Industrial Area,
Sector 62, NOIDA,
Uttar Pradesh.

Only Original Invoice along with supporting invoices for any reimbursement like freight & inspection bills should be sent to the above address. The documents like **Inspection Release Note, Test Certificate, Bank Guarantee** etc. in original should continue to be submitted to the **IOCL, Guwahati refinery**.

To achieve the full benefit of the newly introduced system, you are requested to note the following changes in Invoicing and submission of the same: -

1. Invoice Requirement - Physical

Digitally signed invoice uploaded through Vendor Portal is preferred. (<https://apps.indianoil.in/vim>)

However, where vendor submits the physical copy of the invoice, following points may be ensured: -

- Ø It should not be handwritten invoice.
- Ø It should be in English language only.
- Ø It should not be photocopy.
- Ø It should not be carbon copy.
- Ø It should not be Dot Matrix Print copy.
- Ø Invoice should not be damaged or tampered and should always be preserved in original state.
- Ø Writing of comments, remarks etc. on the Invoice may be avoided.

Needless to mention, invoice must be in the name of Indian Oil Corporation Limited.

2. Invoice Requirement - Content

- - Mention PO Number on Invoice where invoice is raised against SAP Order
 - Invoice should be in line with Order conditions
 - Invoice should comply with applicable GST provisions including HSN/SAC Code
 - Ensure that the address in Invoice is correctly mentioned as per Order including Company Code & Plant Code available on Order
 - In case where Vendor knows its SAP Vendor Code with Indian Oil, the same should also be captured on the body of Invoice

3. Price Reduction on account of Delay

- - Raise invoice after effecting Price Reduction on account of Delay in Invoice, wherever applicable.
 - In case where request for time extension has been submitted but not approved by EIC, invoice still should be raised by reduced amount.

- Subsequently, Vendor can issue Debit Note when time extension is granted after raising of invoice.
- This process will eliminate the requirement of credit note for GST accounting and consequential delay in processing payment of the entire amount due to complication of GST input credit.

4. **Other Requirements**

- - Ensure that Bank Guarantee, wherever applicable, has been submitted at **IOCL, Guwahati refinery** as per required format
 - Ensure submission of all the documents at **IOCL, Guwahati refinery** in line with conditions of the contract

B. Query Management System

For expeditious resolution of queries from the vendors, Round the clock Self-help tool (BOT), Webform, Dedicated Email and 9 to 5 Helpdesk have been introduced, details of which are as under: -

Email	VIMHelpdesk@indianoil.in
Chatbot	www.gs.im/in/62ab1e374af1d
Helpdesk Phone	+91 120 6730555

Note: Digitally signed Invoice is to be uploaded through E-Vidit Portal. Vendor is requested to not send hard copy of invoice when Digital invoice is already submitted successfully on E-Vidit portal, as this may delay the payment process.

33) Documents Required for Vehicle Entry:

Please note, a vehicle carrying the material to IOCL Guwahati Refinery must have the following documents in Original:

1. VALID DRIVING LICENSE IN ORIGINAL
2. VALID ROAD PERMIT IN ORIGINAL
3. VALID RC IN ORIGINAL
4. FITNESS CERTIFICATE IN ORIGINAL
5. VALID INSURANCE IN ORIGINAL
6. FIRE EXTINGUISHER AVAILABLE IN THE VEHICLE
7. VALID POLLUTION CERTIFICATE IN ORIGINAL
8. DRIVER WITH PPE COMPLIANCE (Should wear Safety Shoes)
9. BATTERY OF VEHICLE IS COVERED AND LOCKED
10. ADDITIONAL TYRE/SPARE TYRE IS AVAILABLE IN THE VEHICLE
11. DOCUMENTS OF THE MATERIAL LOADED ON THE VEHICLE / TRUCK
12. PLEASE ENSURE MOBILE, MATCH BOX OR OTHER FLAMMABLE ITEMS ARE NOT ALLOWED.

34) Dealing officers from IOCL:

Ms. Roma Dash, MTM (Purchase) – roma@indianoil.in, PH- 0361-259-7262

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Alternate:

Mr. A Gogoi, SMTM (purchase) - GogoiA@indianoil.in, PH- 0361-259-7267

Mr. N K Thoumoung, DGM (Mat) - kent@indianoil.in, PH- 0361-259-7251

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For Material receipt/ GRN :

Mr. J Kalita, MTM (Stores) - kalitajayanta@indianoil.in, PH- 0361-259-7259

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For Payment:

VIM helpdesk- VIMHelpdesk@indianoil.in, PH- +91 120 6730555

Mr. Vimal Anand, AACO - anandrv@indianoil.in, PH- 0361-259-7219

NB: Bidder needs to strictly comply all other terms and conditions mentioned in the technical specification sheet or else your offer may be liable for rejection.

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3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---