



STATE BANK OF INDIA

REGIONAL BUSINESS OFFICE, REGION- VII CHHINDWARA

INVITES TENDERS FOR

**INTERIOR & FURNISHING WORKS AT PROPOSED
RBO PREMISES, CHHINDWARA (MP)**

Contractors who are on the panel of SBI, Bhopal Circle in the appropriate interior work category and NIT is sent to them are only eligible.

Last date for submission of Tender: 3.00 P.M. (IST) on
03.09.2021

Opening of Tenders: 4.30 P.M. (IST) on
03.09.2021

**The Regional Manager
Regional business office-7
1st Floor, State Bank of India
Main Branch, Khajari Rd.
Chhindwara- 480002**

Name of the Tenderer.....

Address

GSTIN

NOTICE INVITING TENDER

SBI invites from the SBI Empanelled contractors under Bhopal Circle under appropriate category for the captioned work.

The SBI Empanelled contractors who receive NIT from Bank are only entitled to quote for this tender.

The details of tender are as under:

S.No.	Description	
1.	Name of work	Interior & Furnishing works of proposed RBO building, Chhindwara(MP)
2.	Nature of Work	Civil, Interior & Furnishing works
3.	Time allowed for completion	45 days
4.	Earnest Money Deposit	Rs.22,000.00(Rupees Twenty two thousand only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of the Regional Manager, RBO-7, 1 st floor, SBI,main branch,Khajari Road, Chhindwara- 480002 No TDR/STDR Shall be accepted as EMD.
5.	Date of issue of tender documents form Bank's website	Up to 3:00 P.M. On 03.09.2021 {Procurement News} www.sbi.co.in(link)
6.	Last date & time for submission of Online Technical and Price bid, EMD and cost of tender document	Up to 3:00 P.M. on 03.09.2021
7.	Date & Time of opening of tenders	3:30 P.M. on 03.09.2021
8.	Address at which along with EMD & tender document proof has to be submitted.	The Regional Manager, RBO-7, 1 st floor, SBI,main branch,Khajari Road, Chhindwara- 480002
9.	Place of opening tenders	The Regional Manager, RBO-7, 1 st floor, SBI,main branch, Khajari Road, Chhindwara- 480002
10.	Liquidated Damages	0.50% of contract amount per weeks subject to max. 5% of contract value or final bill value.
11.	Defects liability period	12 Months from the date of Virtual Completion
12.	Validity of offer	90 days from the date of opening of Price-bid
13.	Value of Interim Certificate	Rs. 10 Lakhs. No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances

14. Tenders can be downloaded from the bank's website www.sbi.co.in (link) <Procurement News>.It shall be responsibility of the contractor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages may be disqualified.

15. The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.

16. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.

17. The Bank reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

18. Tenders received without EMD, Schedule & Tender Documents shall be summarily rejected.

19. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

20. The Bank has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

21. In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfillment of contract. Such ASD could be in the form of *Demand Draft Only*. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion. No interest shall be paid to the amount retained by the Bank as Security Deposit.

22. The bidder has to see the corrigendum, if publish any, till last date of submission of tender documents.



STATE BANK OF INDIA
Regional Business Office-7
1st floor, SBI,main branch
Khajari Road,
Chhindwara-480002

M/s.....
.....
.....

Ref. No:

Date:

Dear Sir,

INTERIOR & FURNISHING WORKS AT PROPOSED RBO PREMISES, CHHINDWARA (NIT)

1. We invite you to quote your competitive rates for the above. The detailed terms and conditions specifications and schedule of items are given on website. The tender duly filled-in, signed and sealed should be addressed to the **Regional Manager, RBO-7, 1st floor, SBI,main branch,Khajari Road, Chhindwara- 480002** and should reach at above address during office hours on or before 03.09.2021 .upto 3.00 pm. The tenders will be opened on 03.09.2021 at 3.30pm in the above office in presence of such parties or their authorized representatives who are willing to remain present. It is suggested that the quotations are submitted personally along with earnest money deposit, so as to reach above address on or before due date and time. The Contractors are advised to submit the earnest money in prescribed form only.
2. Please note that the EMD and financial bid (quotation) should be kept in separate sealed/closed envelopes and both this envelopes should again be sealed in a third envelope to be submitted to the component authority on or before due date. At the time of opening the quotations, the envelope containing EMD will first be opened. In case it is found that either the contractor has not submitted separate envelope of EMD or the EMD deposited by them is not in acceptable form as per the enclosed terms and conditions, their financial bid will not be opened and no claim/ correspondence will be entertained in this regard.

Yours faithfully,

Regional Manager,
RBO-7,Chhindwara

Date :

FROM:-

M/s. -----

Dear Sir,

**TENDER FOR INTERIOR & FURNISHING WORKS PROPOSED RBO PREMISES,
CHHINDWARA**

We submit our item wise rates for the above mentioned work in the schedule enclosed and we accept the terms & conditions given

1. Tender duly filled signed in & sealed should be addressed to the **Regional Manager, State Bank of India, RBO-7, 1st floor, SBI,main branch, Khajari Road,Chhindwara-480002** so as to reach not later than 03.09.2021 upto 3:00 PM. The Tender will be opened at 3:30.PM on 03.09.2021 in the presence of such of the bidders or their authorized representatives, whosoever wish to remain present. The date and time of the opening of the Tender can be changed at the Bank's discretion. The envelope containing the enclosed price schedule, duly filled in along with Earnest Money Deposit (EMD) in the form of **Demand Draft only for Rs.22,000.00(Rupees Twenty two thousand only)** in favour of The Regional Manager, State Bank of India, Region-7, Chhindwara should be super scribed with the "name of the work, last date of submission and date of opening" as advised herein, on the top. It is suggested that the tender be sent by registered post/personally so as to reach this office on or before the due date and time.

2. The other detailed terms and conditions of the tender are as under:

(i) No Tender will be accepted after 3:00 PM on the 03.09.2021The Tender submitted will remain open for a period of ninety days from the Date of opening of tender.

(ii) Unsealed Tender will not be accepted. **All pages shall be signed and sealed.**

(iii) Tender with the corrections and/or overwriting will be liable to be rejected if they are not initialed for authentication. All rates should be in words and in figures.

(iv) Only the Tender which are complete in all respects with all information and contents/documents required will be taken into consideration. The contractor should quotes rates in all tender items are to be consider only, otherwise tender not consider.

(v) The contractor should quote their rates exclusive of GST (Goods & Service Tax). GST will be paid additional by the Bank as applicable subject to the condition of GST number. Other taxes, if any applicable are inclusive in the quoted rate. including wastage, transportation of material to the aforesaid work site, etc. If contractor quotes low rates then he will be required to deposit additional security deposit as decided by the Bank. If contractor quotes low rates then he will be required to deposit additional security deposit as decided by the Bank.

(a) Contractor has to engage reliable skilled workers and shall follow all labour laws and acts. The contractor to take all Risk Policy and Workmen compensation Policy pertaining to this job at his own cost.

(b) On completion of work rubbish etc. shall be removed as directed and site shall be made neat, clean and intact as per the instruction of Bank and the Bank will not pay any amount for this.

© The Tender shall remain open for acceptance by the Bank for a period of ninety days from the date of opening of the Tender which period may be extended by the mutual agreement and the Tenderer shall not cancel or withdraw their offer during this period.

(vi) The contractors whose Tender is accepted shall take up the work in hand immediately and **complete it within 45 days from the date of the work order.**

(vii) The contractor shall visit the site before Quoting to acquaint themselves thoroughly with all the matters concerning the timely execution of the work. They should also be well conversant with the rates of Local Taxes and other rates and charges of the Government royalty charges etc. which are to be borne by them.

(viii) Materials to be used shall be strictly according to the specifications for work conforming to relevant Bureau of Indian Standards and of makes/Brands as approved. Samples of all the material/s to be used shall be got approved from the Bank before use.

(ix) The Bank reserves the right to reject/accept any or all the tenders or any part or parts of tenders without assigning any reasons thereof. The quantities mentioned in the Tender are approximate. Bank further reserves right to delete or reduce or distribute any item amongst vendors and payment of will be made on the basis of actual work done at the site.

(x) No request for advance will be entertained by the Bank. The Bank may consider the request for running payment for the work not less than Rs.5.00 lakh but no advance against the materials will be payable while making running account payments.

(xi) All works should be started simultaneously and as directed by the Bank's Engineer at site.

(xii) The Earnest Money of **Rs. 22,000.00(Rupees Twenty two thousand only)** will have to be deposited along with the tender.

(xiii) The contractor should take actual measurements of the work and submit them along with the running bill or the final bill. The Bank will verify the measurements before making payment of the bill.

(xiv) If the contractor fails to complete the work by time period as specified in the clause (vi) above or within any reasonable extended time given by the Bank, the contractor shall pay or allow the Bank the sum at a rate of Rs.0.5% of the tender amount per day and to a maximum of 5% as Liquidated Damages for the period during which the said works shall so remain incomplete and the Bank may deduct such damages from any moneys due to the contractors.

(xv) The Bank will recover from the contractor's charges for the electricity and water, if arranged by the Bank on actual basis. The contractors will make their own arrangement for stay of their workers and they will not be permitted to stay in the Bank premises.

(xvi) 10% of the amount of the running bill will be deducted in the Running Bill, it will be release at the time of settlement of final bill. 5% of the amount of the final bill including earnest money if any will be deducted and kept as retention amount. It will be released after defect liability period if the work is finally completed and approved by the Bank.

(xvii) If the work is not done as per the specifications, the Bank will have the right to get the defects rectified by you or deduct the amount considered reasonable by the Bank's Engineer.

(xviii) Final measurements of the work should be taken by the contractor only after completion of the work to the satisfaction of the Bank's Engineer. The Final bill should be submitted within a month on satisfactory completion of the work as stated above. No advance payment will be made by Bank.

(xix) Conditional quotations are liable for rejection.

(xx) 100 % retention money will be released after of maintenance period (defect liability perio), if, no defect are found in the respective items.

(xxi) If the contractor fails to submit rates for three consecutive tender his/their name will be deleted from the list.

(xxii) In case you are not interested to quote your rates for subject work please return all the tender documents.

(xxiii) Please return this NIT in original in the sealed envelope along with the declaration mentioned below as a token of acceptance of all the terms and conditions mentioned in the tender.

(xxiv) The contractors are requested to acquaint themselves with the site conditions, terms & conditions, schedule of items and technical specifications of the tender and should seek requisite clarifications, if required, from the Bank Engineer at this office before quoting the rates.

(xxv) The contractor has to obtain approval of materials/samples from the Bank Engineer prior to its procurement and use in the work.

(xxvi) In case contractor fails to undertake the work at site within 7 days from the date of issue of work order, the Bank reserve the rights to entrust the work to any other contractor at its discretion and earnest money deposit of defaulter contractor will be forfeited.

(xxvii) The contractor should quote reasonable and workable rates for individual items. Wherever necessary, contractor, on demand, has to submit rate analysis of desired items within stipulated period.

(xxviii) The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the prior written consent of the Bank.

(xxix) The quantities mentioned in the schedule of items are approximate and no further claims will be entertained for any change in the quantities.

(xxx) The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. The rates for such items shall be decided by the bank within its sole discretion on the basis of rate analysis prepared by the contractor by taking into account prevailing market rates of material and labour involved and 15% contractor's profit.

(xxxi) The contractor shall study the schedule of items, technical specifications, drawings, design, etc. for its sufficiency considering all the regulations of local authorities and supply company and code of standard as applicable at the time of submitting the tender and shall bring to the notice addition or deletion, if any, in writing along with the tender.

(xxxii) If in the opinion of the Bank the rates quoted by any contractor are found unworkable keeping in view the specifications proposed and workmanship expected, the Bank may choose to reject such tenders within its sole discretion and without any notice to the contractors. Moreover, no claim/correspondence will be entertained by the Bank in such cases.

(xxxiii) The Bank may choose to split up the entire scope of work amongst any number of parties within its sole discretion irrespective of the lowest rates.

(xxxiv) The defect liability period for proposed work shall be twelve months from the date of Virtual Completion of the project. Any defects noticed during defects liability period will be rectified by the contractor at their cost within 7 days from the date of receipt of intimation (written/verbal/telephonic) from the bank failing which the Bank shall be at liberty to get the

work done from any agency within its sole discretion at your risk, cost and consequences and cost thereof will be recovered from the contractor from any dues including retention money.

(xxxv) The contractor should maintain at site all mandatory registers including Hindrance register, site instruction book, labour register, cement consumption and receipt register etc. as directed at site.

(xxxvi) Before commencing execution of work at site, the contractors shall arrange for marking of layout at site and get the same approved from the Bank's Engineer/Architect.

(xxxvii) The contractors are advised to calculate the quantities of various items of work at their end as per actual site conditions and inform the bank in writing, if the variation in quantity/quantities of any one or more tender items vis-à-vis is actual required quantity is beyond 10%. However, no extra/additional work/quantity beyond tender quantity should be executed unless prior approval is accorded by the Bank. Please note that the Bank is not bound to make payment for any unauthorized extra/additional work exceeding the tender quantity executed by the contractor without proper authority from the Bank.

(xxxviii) The contractor should submit these terms & conditions duly signed as a token of acceptance, along with their tender, failure to which their tender is liable for rejection without any notice which please note.

(xxxix) All safety rules as per the CPWD specification, Indian Standards (IS), IE Rules 1956 and IE Act 2003 to be complied by the contractor for the captioned job. All the Electrical work must be carried out by a competent Electrical Contractor having valid 'A' class Electrical contractor licence issued by State Government. The contractor will be held responsible for all Electrical related issues and in case of any eventuality at site.

(xxxx) The contractor is totally responsible/liable for the work. The workers must wear the safety equipments like safety helmet, safety belt, etc. The contractor/ supervisor should be present at site during execution of work. The contractor to provide all safety gears like safety helmet, safety belt, Jhula, Glove, all type of safety tools/equipment, scaffolding, etc. required for the work at his own cost.

Signature and seal of Contractor/Firm

LETTER OF DECLARATION & EMD

The Regional Manager,
State Bank of India,
Regional Business Office-7
1st floor, SBI, main branch
Khajari Road,
Chhindwara-480002

Dear Sir,

**TENDER FOR INTERIOR & FURNISHING WORKS PROPOSED RBO PREMISES,
CHHINDWARA**

Having examined the terms & conditions, drawings, specifications, design relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the item rate basis mentioned in the attached schedule and in accordance in all respect with the specifications, design, drawings and instructions in writing referred to in conditions of quotation, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable

NAME OF VENDOR WITH ADDRESS: -

1. Earnest Money: - **Rs.22,000.00(Rupees Twenty two thousand only)**
2. Demand Draft No.....

Name of the issuing Bank & Branch.....

3. Time allowed for completion of work from the date of issue of work order. 45 days

Should this quotation be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to STATE BANK OF INDIA, the amount mentioned in the said conditions. I/we have deposited demand draft for a sum of **Rs.22,000.00(Rupees Twenty two thousand only)** as Earnest money deposit with State Bank of India. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to State Bank of India.

We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.

Yours faithfully,

Signature of contractor

LIST OF APPROVED MATERIAL AND MAKES OF ITEMS
(THE MAKE LISTED BELOW SHOULD BE FIRST APPROVED BY THE BANK BEFORE USE AT SITE)

(OR EQUIVALENT APPROVED BY BANK/ EI)

(i) CEMENT (53 Grade) DIAMOND,	:	ULTRATECH, LAFARGE, JAYPEE, ACC, MODI OR EQUIVALENT
WHITE CEMENT	:	BIRLA WHITE, JK WHITE
(ii) STEEL FOR REINFORCEMENT OR	:	TESTED STEEL OF RATHI, TATA MAGNUM (TMT STEEL)
(iii) BRICKS	:	GHOLE BRICKS OF METRIC SYSTEM
(iv) WOOD	:	FIRST CLASS C.P. TEAK UNLESS OTHER WISE SPECIFIED.
SOFT WOOD	:	KAIL WOOD, HOLLOCK
(v) BITUMIN	:	STP OR ANY OTHER I.S.I. MARKED BRAND
(vi) ALUMINUM SECTION	:	HINDALCO, INDAL OR JINDAL
(vii) EXTERNAL PUTTY	:	BIRLA WALL CARE
(viii) EXTERNAL PAINTS	:	ASIAN, BERGER, NEROLAC, SHALIMARICI OR EQUIVALENT
(ix) STEEL PRIMER	:	ASIAN, BERGER, SHALIMAR, ICI
(x) SYNTHETIC ENAMEL PAINT	:	APCOLITE, NAROLAC, DULUX, ICI
(xi) CEMENT PAINTS FOR EXTERIOR SUPER FINISH ICI,CEMPLUS	:	SNOWCEM PLUS, INDOCHEM,
12 WATER PROOFING COMPOUND	:	CICO, CHOK SEY'S, PIDILITE , ROFF, SUNANDA, CHEMISTIK
1. BUTT HINGES	:	I.S.I. MARKED HINGES
2. FACTORY MADE SHUTTERS RAMA (FLUSH DOORS)	:	ARCHID, DURO, SWASTIK, ROYAL TOUCH
3. PVC DOOR SHUTTERS OR	:	SINTEX, SPLENDOOR, GODREJ EQUIVALENT
4. GALVANISED STEEL SHEETS	:	TATA, JINDAL, HINDALCO OR EQUIVALENT
5. GALVALUMN SHEETS	:	TRAC, KIRBY, CRIL

6.	C.I. PIPES AND FITTINGS	:	B.I.C., HEPCO, NECO
7.	G.I. PIPES	:	G.S.I. AMBICA, ZENITH, TATA
8.	BRASS C.P. FITTINGS	:	PLUMBER, L&K, K.B., TECHNO
9.	GUN METAL VALVES	:	LEADER, SANT OR EQUIVALENT
10.	E.W.C., O.W.C., PANS	:	HINDUSTAN, PARRYWARE,
11.	WASH BASINS, URINALS		CERA,PARRYWARE
12.	E.W.C. SEATS	:	COMMANDER, PATEL
13.	FLUSHING SYSTEM	:	<u>OVERHEAD C.I. FLUSHING</u> <u>RANK-A-1, JAMCO</u> <u>LOW DOWN FLUSHING</u> <u>SYSTEM</u> PARRY,HINDUSTAN, SANITARYWARE,CERA
14.	WATER METER KAPSTAN	:	ANAND, ASAHI, KAYCEL,
15.	ASBESTOS CEMENT PIPES AND	:	LOCALY AVAILABLE APPROVED MAKE FITTINGS
16.	PIGMENTS	:	TATA, SHALIMAR
17.	PVC PIPES	:	ASTRAL, SUPREME, PREMIER
18.	CPVC PIPES	:	ASTRAL, SUPREME, PREMIER
19.	FIRE FITTING SLUICE & NRV	:	KIRLOSKAR / KALPANA
20.	CEMENT BOARDS /PARTICAL NUWUD BOARDS	:	BISON BOARDS,
21.	MORTICE LOCK, HANDLE	:	GODREJ, DOORSET
22.	DOOR CLOSERS, FLOOR SPRINGS: HARDWYN	:	EVERITE, DOORKING,
23.	FLOORING TILES	:	KAJARIA, SIMPOLO, NAVEEN, SOMANY, JOHNSON, RAK
24.	M.S / BRASS SCREWS	:	NATTLE FOLD
25.	MILD STEEL FOR FABRICATION	:	TATA, SAIL OR EQUIVALENT
26.	FLUSH DOOR SHUTTERS APPROVED	:	ISI MARK AS PER SAMPLE

LIST OF MATERIALS OF APPROVED BRAND AND THEIR MANUFACTURERS

1	VITRIFIED Tiles	Kajaria/Somany/ H.R.Johnson/ Nitco/Simpolo
2	Ceramic wall Tiles	Kajaria/Somany/ H.R.Johnson/ Nitco/Simpolo,
3	Ceramic floor Tiles (antiskid)	Kajaria/Somany/ H.R.Johnson/ Nitco/Simpolo
4	False Flooring	Unifloor /Flexi Access Floor/Armstrong
5	Wooden Laminated Flooring	Pergo/Tiles/ Xylos / Armstrong/Vista.
6	Aluminum Fittings	Jindal/Hindalco/MAAN
7	Aluminum Extrusion Sections	Jindal/Hindalco/MAAN
8	Commercial Plywood	Century/Green/Archid/Kit ply/ Anchor
9	Laminates (1.00mm thk.)	Royale touch/Century / Green lam/ Archid/ SUNMICA
10	Veneer	Century / Durian /Green
11	Drawer Sliding Fittings	Earl Bihari (EBCO)/ Godrej/ Hettich/Heffle
12	Floor Spring / Door Closure	Godrej /Hardwyn /Hyper
13	Triple Computer monitor mount/stand arm	Vivo/ Dell/ HP
14	Flush Door	Century/ Anchor/Archid/Kit ply
15	Texturized Interior Paint	Sandtex Matt/ Dulux/ Berger.
16	Readymade Computer Drawer	Ebco/ Hettich/ Blum
17	Paints	Asian/ Nerolac/ Berger/Dulex
	Cement paint	Snowcem/ Surfaced/ Durocem.
	Synthetic Enamel Paint	Asian/ Nerolac/ Berger/Dulex.
	Acrylic Emulsion Paint (Interior and Exterior)	Asian/ Nerolac/ Berger/Dulex
18	Glazing	Modi float Glass, Triveni Glass Ltd., Indo Asahi Glass Co.Ltd.
19	Cement	Grade 43/53 of L. & T., A.C.C., Rajashree, Ambuja.
20	Fibre Mineral False Ceiling	Armstrong /Indian Gypsum Board/Gypro.
21	ACP Panels	Aluco bond/ ALU Décor/ Alstrong/Alstone
22	Acrylic Sheets	Sanmati Acrylics/Acrylic Sheet India/ Acry Plus
23	Vertical/Roller blinds	Vista/MAC/DACK

NOTE:-

- 1) Employer may delete any of the makes or brands out of the above list. Contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials out of above list.
- 2) All materials should conform to relevant standards and codes of BIS

- 3) Materials with I.S.I. mark shall be used duly approved by the Bank Engineer / Architect.
- 4) If any material is found to be not up to the mark, the contractor will have to produce original bills/ certificate from the manufacturer or his authorised Distributor for authenticity and genuineness of the material for consideration and as per make approved by the Bank Engineer/ Bank Authority. The same will not be considered for payment. Note:- All the material to be ISI marked. The material shall be only of the approved make only as specified as above. The Contractor shall submit samples of all the makes as specified in above specified makes and the Bank shall have the power to select any of them. The Bank's decision in this regard shall be binding on the contractor. If the approved brands mentioned above are not available, equivalent make as may be approved by the Bank's Engineer only to be used for the work.

Seal & Signature of the Contractor