

Pakistan International Airlines

Deputy General Manager TGS

(Technical Ground Support)

NIIAP Islamabad.

Ph: 0092-51-59054120, Email: isbmgpk@piac.aero

Tender Ref # **Pre-Qualification/TGS/19**

Date: 06-03-2023

Tender Fee. PKR 5,000/-

Invitation For PRE-QUALIFICATION of Vendors For Ground Support Equipment Parts /Repairing.

M/S _____

Dear Sir(s),

Pakistan International Airlines is pleased to invite sealed bids for the PRE- QUALIFICATION of **Automobile/Ground Support Equipment Parts / General Item Supplier Repair of Automobile Parts/Jobs.**

The terms & conditions for the PRE- QUALIFICATION of Tender are as under: **Bids should** be dropped in the tender box placed at the main entrance of Supply Chain Management Office, Adjacent to PIA Flight Kitchen, Old Airport, Rawalpindi marked as **“TGS Pre-Qualification“ latest by March 27, 2023 Monday, until (10:30)Hrs. Tenders shall** be opened on the same date/day/avenue **at (11:00 hours).** **Bids may** also be dispatch through registered Courier, which must reach before the closing date / time (mentioned above) on the following address: TOR/Evaluation

criteria attached as Annexure “A “

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Bids received **after stipulated date & time** shall not be entertain/consider for bidding purpose. The Corporation will not be responsible for any postal delays dueto any reasons. The decision of Deputy General Manager TGS in this respect shall be finaland binding.

Sign & Official Seal of Bidder

PRE-QUALIFICATION EVALUATION CRITERIA

Applied for Registration As :		
Vendor Response :	Yes	No
Automobile / Ground Support Equipment parts/general items supplier.		
Repair of Automobile parts/jobs.		
<u>Mandatory Particulars:</u>	<u>Vendor's Response</u>	
	COMPLY	NOT COMPLY
The Vender must have valid NTN or GST registration. (Documentary evidence is required).		
For Supply of Parts: Vendors must be a supplier. In case of maintenance at least one year of experience in dealing with repair & maintenance of automobile equipments.		
For repairing / overhauling of Jobs: Availability of workshop/ maintenance facility for repairing /overhauling of misc Automobile related jobs. (To verify work shop facility and repairing capabilities TGS & SCM team, will physically pay visit).		

<u>Other Parameters:</u>		<u>Max Marks:50</u> <u>Qualifying</u> <u>Marks:35</u>	COMPLY	NOT COMPLY
1	Company Financial Health / Turnover: Max Marks	<u>10</u>		
	Turnover more than 3 Million PKR per year	10		
	Less than 3 Million PKR per year but more than 2 Million	7		
	Less than 2 Million PKR of Turnover per year	5		
2	Litigation History	<u>10</u>		
	No litigation record.	10		
	Two or less than two pending court cases.	7		
	Three or more than three pending court cases.	0		
3	Company experience:	<u>10</u>		
	2 years and above.	10		
	1 to 2 years.	7		
4	Clientele Details: Max Marks:	<u>10</u>		
	Supply of parts/ repair work of more than 02 customers.	10		
	Supply of parts/ repair work up to 02 customers.	7		
	Supply of parts / repair work less than 02 customers.	5		
5	Number of Manpower:	<u>10</u>		
	Four and above workers	10		
	three to Four workers.	7		
	two to three workers.	5		

DRAFT AGREEMENT

This agreement is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a public limited company incorporated, governed and operating under the laws of Pakistan having its Head Office at Karachi Airport (Hereinafter called the „PIACL) of the one part

AND

[name of the Contractor], having its head office at _____ (hereinafter referred to as the “Contractor” which expression shall where the context so admits include its successors and assigns) of the SECOND PART.

The PIACL and the Contractor may individually be referred to as a “Party” and collectively be referred to, as “Parties”, respectively, as the context of this Agreement requires.

NOW THIS WITNESSTH AS UNDER.

TERM OF THE AGREEMENT

This agreement shall be effective from the execution of this contract for next Three years unless sooner terminated under the provision of this Agreement.

ARTICLE 1: TERMINATION OF THE AGREEMENT

Without Prejudice to any other available rights / remedies, PIACL shall have the right to terminate this agreement without assigning any reason specifically provides hereunder or otherwise in case of any breach of this Agreement by the Contractor at any time.

Notwithstanding anything contained in this Agreement, each party shall have the right to terminate the Agreement at any time at its option upon giving 90 days written notice to the other party without assigning any reason or cause thereof.

ARTICLE-3: PRICES

The Prices (without Tax) quoted by the Contractor at the time of bid shall be locked till the supply of the parts; the Contractor shall not charge prices for the Services provided/supply and for other obligations.

ARTICLE -4: PAYMENT

Payment in respect of service shall be made by Finance Manager, Rawalpindi Booking Office 30 days of the submission of the invoice along with prescribed Sales Tax invoices and other proof of payment of taxes in case of taxable goods, which are to be drawn strictly in conformity with the orders placed by the concerned department under this agreement.

The payment (s) shall be made to the Contractor after conformation from the relevant PIACL official that contractual obligations have been satisfactory fulfilled and after deduction of all

required Government taxes or fees levied by federal / Provincial Government or its authorities.

ARTICLE-5: SECURITY DEPOSIT

At the time of the execution of this Agreement the Contractor shall deposit PK. 150,000 (One Hundred Fifty Thousand Rupees) as security deposit with the Authorized Office of PIACL. PIACL shall have the right to recover / adjust all liabilities of the Contractor from the amount of Security deposit furnished/deposited by the Contractor. The Interest Free Security Deposit shall remain with PIACL after three months of the expiry/termination of Agreement and the same will be refund to the contractor after deduction of all the outstanding amounts and/or dues recoverable from the Contractor in relations to, arising out of and/or connected with this agreement. In addition, PIACL shall always be entitled to recover any other amount through different modes and methods provided under the applicable law.

ARTICLE-5: RECOVERIES

When any amount is recoverable from the Contractor due to risk purchase or any other default under this or any other Agreement, PIACL shall be entitled to deduct any such amount from the pending bills and /or through Security Deposit including without limitation other lawful means from the Contractor whether due in respect of this or any other Agreement and /or from any other due amount of the Contractor lying with PIACL and the Contractor will have no objection on recovery of the same by PIACL.

ARTICLE-6: RESPONSIBILITIES OF THE CONTRACTOR

- a) The Contractor undertakes that it will perform its all contractual obligations to the entire satisfaction of PIACL.
- b) The Contractor shall be required to obtain clearance from all the concerned departments and the Security Division of PIACL in respect of all its employees engaged in provisioning of services within the premises of the PIACL. Unless authorized/cleared, by the relevant agencies/concerned departments they shall not be allowed /entitled to enter the premises of the PIACL. Further, each individual entering on behalf of contractor in PIACL premises shall be required to produce to the PIACL a certificate from a Registered Medical Practitioner confirming that such individual is free from all infections, diseases at the time of deployment and during the operation of this agreement subsequently on an annual basis also. All expenditure incurred in this respect shall be sole responsibility of the contractor.
- c) For the purpose of identification and security, the Contractor shall issue proper identity cards to all the employees and workers who may be detailed to work within premises of the PIACL in contractor with their rendering of the services.
- d) The contractor undertakes and agrees that in the performance of its contractual obligations assumed by it under this Agreement, it shall fully comply with all the applicable laws, rule and regulations and customs including but not limited payment of wages /allowance insurance of employees and workers, their medical facility, gratuity, grant of sick and causal leaves and other rights and/or facilities or benefits to which its employees may be entitled to and it is hereby expressly agreed and understood by the Contractor and the grant of any such right (s), facility or benefits

(s) to its employees at any time whether under any existing of future law or otherwise shall not result in any additional cost to the PIACL.

- e) The contractor shall be solely liable for any actor omission under the agreement and PIA shall not be liable for any of its acts or omissions. If any proceeding are initiated against PIACL for any act or omission of the Contractor, all costs shall be recovered from the Contractor including without limitation lawyers` fee etc.
- f) The contractor accept total responsibility for the settlement of all claims resulting from death injury burn or accident of any kind of his employees, officers, advisors against or any other person acting for and on its behalf in the discharge of services under these presents and or third party.
- g) If the applicable laws require this agreement to be registered all the expenses shall be borne by the Contractor including without limitation registration fee etc.
- h) If any loss or damage is caused to the PIACL`s property by any employee, officer representative and/or any individual entered into the premises on behalf of the Contractor, such loss shall be recovered from the Contractor.
- i) The Contractor shall be liable to accomplish the contractual obligations either in the premises of PIACL or may take outside of their office for their completion if desired or need to contractor without any objection to PIACL Authorities.
- j) All the above said liabilities of the Contractor are without prejudice to its other present /future liabilities arising from this Agreement whether due to the performance and / or poor nonperformance of its contractual abrogation (s)or Otherwise.

ARTICLE-8: INDEMNITY

The Contractor undertakes and agrees to indemnify and hold harmless, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this contract whether due to performance / non- performance or poor performance of any services under this Agreement by the Contractor, its employees or its agents or otherwise. In any case, the obligation on the part of the Contractor to indemnify shall be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses etc are proven to have been attributed beyond doubt solely to the Contractor.

ARTICLE-9: INSOLVENCY AND BREACH OF CONTRACT

Should the Contractor be adjudicated insolvent or made to enter into any agreement for composition with the creditors or be wound up either compulsorily or voluntarily or commit any breach of this Agreement not herein specifically provided PIACL shall have the right to declare the agreement terminated forthwith and in which case the Contractor shall be liable to the confiscation of security deposit and for any extra expenses which it might incur but it shall not be entitled to any gain or compensation from PIACL.

ARTICLE-10: SCHEDULE

For all intents and purposes, the schedule (s) annexed herewith shall form an integral part of this agreement and contractor shall be bound to fulfill all the terms and conditions stipulated therein any deviation from the terms and conditions incorporated in the annexed schedule (s)

or other part of the agreement shall be deemed to be a violation of this agreement on the part of the Contractor.

ARTICLE-11: FORCR MAJURE

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. If a Force Majeure situation arises, The Contractor shall, immediately by written notice served on The PIA, indicate such condition and the cause thereof. Unless otherwise directed by PIA in writing, the Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

ARTILCE-12: CORRESPONDENCE

The Contractor will not correspond with or approach any other authority, person directly or indirectly, whether the staff of PIACL or otherwise except the Dy. General Manager Purchas Commercial and General Manager Procurement & Logistic regarding any matter arising from this or any other agreement with PIACL. The Contractor may carry on correspondence with the designated officials of the user department if so directed by authorities.

ARTICLE-13: NOTICE

All notices, requests and demand given to or made upon the parties shall be in writing and posted through Registered Mail and confirmatory Facsimile at the addresses set forth below.

Deputy GENERAL MANAGER

Technical Ground Support
NIIAP Islamabad.

Contractor:

Name:
Designation:
Address:
Phone Fax Numbers
Email

ARTICLE -14: BRIBE

Any bribe, commission, gifts or advantages given ,promised or defrayed by/or on behalf of thecontractor or his Partner Agent or Servant or anyone on its behalf to any Officer, Servant Representative or Agent of PIACL for showing or for bearing to show favor of disfavor to any person in relation to this or any other agreement as aforesaid shall subject the contractor to the cancellation of this and all or any other contract and also to the payment of amount to be decided by PIACL as damages and the this decision in this respect shall be final and binding onthe Contractor.

ARTICLE -15: NO BROKER

It is understood and agreed that no Broker (s)/ Agent (s) have participated in bringing the parties together or in the negotiations, and preparation of this agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fees to any person or entity whomsoever. The Contractor agree to indemnify and hold harmless PIA from and against all claims, demands, charges, losses and judgments which maybe suffered by, accrued against ,charges to or are recoverable from PIA and which arises out of the Contractor"s action (s) or negotiation(s) with or in respect to Broker (s) or agents(s).

Notwithstanding anything contained hereinabove, in the event that at any future date it is established that such commission and / or fees of any kind have been made by the Contractor to any Broker (s) or agent(s) or persons or entitles whatsoever, such a sum shall be refundable immediately to PIA without prejudice to any other rights or remedies of "PIA" and PIA shall be well within its rights to set-off such sums from any dues that may be payable to this Contractor.

ARTICLE -16: ASSIGNMENT

1. The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the PIACL prior written consent. In case of written consent by PIACL, all the expenses of assignment shall be borne by Contractor including without limitation lawyers fee without any change in the terms of this contract, unless consented by the PIACL.
2. The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the services under the contract.

If the Contractor assigns this Agreement to any other party in contravention of this Article,PIA in its discretion may (1) terminate this agreement and / or (2) black list and debar the Contractor for future to execute any contract with PIA and (3) confiscation of SecurityDeposit and/or (4) claim damages through legal recourse.

17. Dispute Resolution

1. The PIACL and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty working days, from the commencement of such informal negotiations, the PIACL and the Contractor have been unable to amicably resolve a Contract

dispute, either party may, require that the dispute be referred for resolution by mediation between the parties to resolve the matter within fifteen days, otherwise then be referred to arbitration under the Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The seat/place of arbitration shall be at Islamabad, Pakistan. The award shall be final and binding on the parties.

18. Statutes and Regulations

1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the PIACL indemnified against all penalties and liability of any kind for breach of any of the same.
3. The Courts at Islamabad shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

19. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

20. Liquidated Damages / Penalties

1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, deduct from the Security Deposit as per management decision (on case to case to basis).

21. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the PIACL may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of PPRA Rules and PIAC Procurement Regulations and Guidelines.

22. Forfeiture of Interest Security Deposit

1. The Interest Free Performance Security/Security Deposit shall be forfeited by PIACL, on occurrence of any / all of the following conditions:
 - a. If the Contractor commits a default under the Agreement;
 - b. If the Contractor fails to fulfill any of the obligations under the Agreement ;

- c. If the Contractor violates any of the terms and conditions of the Agreement.
2. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit Security Deposit with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
 3. If the Contractor fails / poor/ delays in performance of any of the obligations, under the Agreement/ violates any of the provisions of the Agreement/ commits breach of any of the terms and conditions of the Agreement the PIACL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security/Security Deposit of the Contractor.
 4. Failure to supply required deliverable/ services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

ARTICLE -23: WAIVER

The failure of either party at any time to require the performance by the other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce hereof the same nor shall the waiver by either of the party or breach of any of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms or provision itself.

ARTICLE -24: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this Agreement or any other document forming part of this Agreement on behalf of the Contractor shall be deemed to warrant that he has the authority to do so from me Contractor, and if on enquiry, it is revealed that the person so signing had no authority to do so PIA without prejudice to other legal rights / remedies cancel the Agreement without notice and hold the signatory liable for all costs and damages.

ARTICLE - 25: MISCELLANEOUS

- a) This Agreement supersedes all prior agreement (s) and understanding (s) relating to the Subject. All terms and conditions and the quoted rates are valid to the extent they are not repugnant to the terms and conditions of this Agreement or the parties specifically agreed in writing about any deviation from the terms and conditions of this Agreement.
- b) This are inserted in this Agreement for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of this Agreement and / or not be deemed an integral part thereof.
- c) This Agreement shall be binding upon and shall insure to the benefit of both parties here to their respective successors and assigns provided always that any assignment shall have made in the accordance with the Article -15 hereof.

ARTICLE-26: TERMS AND CONDITIONS REGARDING SUPPLY OF PARTS/ITEMS:

1. An Email from TGS authorized officer will be sent to all approved Contractors for requirement of parts.
2. Contractor will send technical, financial bids of required parts along with lead time, make, origin, warranty terms and conditions on their letterhead.
3. On the basis of technical evaluation, the tender will be awarded to the lowest bidder.
4. Warranty period will commence from the date of the delivery of Job. In case of claim of warranty, re-repairing time will be excluded from actual warranty period.
5. The Contractor will confirm the Acceptance/Acknowledgment of its receipt by email, electronic message after the receipt of the Purchase Order from the Corporation.
6. All goods must be accompanied by Delivery Challan on which the PO/PR No/work order, quantity and Contractor's name is clearly shown. Non-compliance with this condition renders the goods liable to non-acceptance. Such goods will be held by the PIACL solely at Contractor's risk and if not cleared by them within 7 days, storage and handling expenses will be charged at the rate of Rs.100.00 per day per package for first 10 days and thereafter storage and handling expenses will be charged at double the rate, In case the goods are still not collected by the Contractor, PIACL may dispose of the material without any liability.
7. The period of delivery will commence from the date of the receipt of the Purchase Order by the Contractor s or as specified on the Order.
8. Unless otherwise 'agreed', delivery of the material against Orders shall be made at Stock Room/Tool Store, PIA TGS maintenance area, near PIA domestic Cargo NIIAP Islamabad.
9. The Order is liable to cancellation if the Delivery shall not be affected within the time specified on the Order. In instances where Delivery Date is not specified, the same must be advised when confirming acceptance of Order as required by clause 2 above. If the material is not supplied within the period specified, same would be procured from alternate source at the expense of the Contractor without any notice.
10. Should delivery be hindered or delayed by the PIACL's instructions or by any cause beyond the Contractor's reasonable control including Strikes, Lock-outs, War, Fire, Accidents, reasonable extension shall be granted at the sole discretion of the PIACL.
11. PIACL reserves the right to put a penalty, as per procedure in vogue, which also included the Liquidated damages.
12. PIACL reserves the right to inspect any goods after or before dispatch from the Contractor 's premises but such inspection shall not relieve the Contractor s from responsibility or liability nor be interpreted so as in any way to imply acceptance of such goods,
13. Goods delivered have to meet the entire satisfaction and approval of the PIACL's authorized Officer or representative on delivery at its main locations as stated on the order.
14. No quantity over and above that requested, by Order will be received or paid for without prior written authority obtained from the PIACL's Authorized Officer /

representative. Supply of any unauthorized and unaccepted quantity over and above the Order quantity will be liable to rejection.

15. When required by the PIACL, the Contractors shall mark the goods and materials ordered in accordance with reasonable instructions of the PIACL's Authorized Officer / representative.
16. Goods supplied must correspond in all respects, with, the Order and must conform in every respect to sample specification. In the absence of sample, goods supplied must be the best and of first class workmanship, failure to comply with this Clause will render the goods liable to be rejected.
17. All items must meet, in all respects, with the specifications and conditions of the Order, and must be in good condition on receipt, otherwise these will be liable to rejection.
18. The Contractors will deliver the goods ordered to the authorized representative of the PIACL who will sign off along with his staff number and stamp on each delivery note; otherwise the PIACL will not be held responsible for the goods delivered contrary, to this instruction.
19. All goods delivered to locations as instructed by the PIACL should have a satisfaction note in the prescribed format as desired by the PIACL duly signed and stamped by the location/office where goods are delivered. This note needs to be submitted along with the original invoices. Payment will not be made without the availability of this document of satisfaction note.
20. In case of rejection of goods as stated above, it will be at Contractors risk and expense. Any item receive damaged will not be accepted and will be removed by the Contractor s for replacement at their expense. In case of failure to remove such goods, point 3 of this Order will apply.
21. All Bills, Delivery Challans and Correspondence must show the Purchase Order Number and the address at which the goods have been delivered.
22. The Contractors will not transfer or assign directly or indirectly to any person or persons whatsoever any portion of the Order without prior written consent of the Corporation, Sub-letting is prohibited.
23. Any plans, drawings or designs supplied by the PIACL to the Contractor in pursuance of any Enquiry for quotations shall remain the property of PIACL and any information derived there from or otherwise communicated to the Contractors in connection with any such enquiry shall be regarded by the Contractors as secret and confidential and shall not, without the consent in writing of the PIACL, be published or disclosed to any third party or made use by the Contractor s except for the purpose of implementing this Order.
24. The Contractors will not, without prior written consent of the PIACL, advertise or announce or allow be advertising or Announcing that goods have been supplied in pursuance of this Order.

25. Original invoices are to be submitted to the office of Incharge Procurement Cell, TGS with delivery Challans/Purchase Order No. and Date. In case GST is paid, both invoices should be submitted.
26. All prices should be in PKR and exclusive of GST.
27. Contractors will specify warranty / guarantee on the invoice if applicable.

ARTICLE-28: TERMS AND CONDITIONS REGARDING OUTSIDE PROCESSING (OSP) / REPAIRING OF WORK ORDERS/ JOBS:

In case of repairing of work orders /OSP/ jobs/overhauling of Engines etc below mentioned terms and conditions will be followed.

- An Email with nature of repairing work will be sent to all repair and maintenance approved Contractor.
- Contractor will send technical, financial bids along with repairing lead time, warranty terms and conditions.
- On the basis of technical evaluation, the work order will be awarded to the lowest bidder.
- Warranty period will commence from the date of the delivery of Job.
- In case of claim of warranty, re-repairing time will be excluded from actual warranty period.
- In case of non-repairing of job during warranty period, PIACL has reserves the right to deduct the amount of respective work order from the security deposit of the Contractor.
- Other terms and conditions will remain same as stated above in Article 26.

In witness whereof the parties hereunto set their hands of the day Month and the year mentioned here in above.

1	For on behalf of Pakistan International Airlines Signature & Seal Name Designation	
2	WITNESS: 1. Signature 2. Name (in block letter) 3. N.I.C No. 4. Address	