

BOARD OF REGENTS

119TH BOARD OF REGENTS MEETING

BOR RESOLUTION NO. 2 Series of 2025

AUTHORIZING THE UNIVERSITY PRESIDENT TO ENTER INTO A DIRECT RETAIL PURCHASE AGREEMENT WITH PHILIPPINE AIRLINES FOR THE PROCUREMENT OF AIRLINE TICKETS NECESSARY FOR OFFICIAL UNIVERSITY TRAVEL OF UNIVERSITY OFFICIALS, PERSONNEL AND STUDENTS

WHEREAS, Section 7 of RA 9158 specifically empowers the Board of Regents of the University "to exercise all the powers granted to the Board of Director of a corporation under Section 36 of Batas Pambansa Blg. 68, otherwise known as the Corporate Code of the Philippines";

WHEREAS, the Governing Board has the power, among others, "To enact rules and regulation not contrary to law, as may be necessary to carry out the purposes and university. as provided in Section 7 (a) of RA 9158;

WHEREAS, Section 63 of RA No. 9184 and its 2016 revised IRR authorizes the Government Procurement Policy Board (GPPB) to formulate public procurement policies, rules and regulations, and amend its IRR whenever necessary;

WHEREAS, GPPB in its Resolution No. 21-2019 dated 5 September 2019 resolved to delist airline tickets under Government Fares Agreement (GFA) from the list of common-use supplies and equipment of the Procurement Service so that procuring entitles are no longer mandated to purchase the mandated to purchase their airline ticket requirements from the GFA:

WHEREAS, the GPPB, after careful review and deliberation resolved to approve the proposed Section 53.14 for inclusion in 2016 revised IRR of RA9184 on the direct purchase of POL products and airline tickets;

WHEREAS, the Visayas State University (VSU) regularly facilitates official domestic and international travel for its officials, faculty, staff, and students in support of its core mandates in instruction, research, extension, and training;

WHEREAS, such travel is essential for attending academic and scientific conferences, capability-building activities, extension work, student competitions, and other universityrelated functions:

WHEREAS, the usual mode of procurement for airline tickets at VSU is through cash advance or reimbursement, in line with existing government accounting and auditing rules;

WHEREAS, the proposal to engage in Direct Retail Purchase with Philippine Airlines (PAL) was presented and deliberated upon during the 181st University Administrative Council (UADCO) Meeting on February 14, 2025, and was favorably endorsed, provided that other major airlines, such as Cebu Pacific and AirAsia, be accorded the same opportunity;

UNIVERSITY AND BOARD SECRETARY Visayas State University, Visca, Baybay City, Leyte

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WHEREAS, in compliance with the endorsement, the VSU Procurement Office contacted both Cebu Pacific and AirAsia to inquire about the possibility of establishing credit line accounts for the University's domestic and international travel requirements;

WHEREAS, AirAsia has officially informed the University that it does not currently offer credit line arrangements, while Cebu Pacific has not responded to the inquiry as of this date;

WHEREAS, only Philippine Airlines offers credit line arrangements suitable for government institutions and can support the University's procurement requirements for official travel;

WHEREAS, finding the University Administrative Council's recommendation in order, the Governing Board has agreed to approve the proposal;

Now, therefore, on motion duly made, seconded, and unanimously carried, be it:

RESOLVED, as it is hereby resolved that the Board of Regents of Visayas State University authorizes the University President to enter into a Direct Retail Purchase Agreement with Philippine Airlines for the procurement of airline tickets necessary for official University travel of university officials, personnel and students;

IN WITNESS of our approval thereof, we affix our signatures this 29th day of April 2025 at VSU, Baybay City, Philippines.

AUTHORIZING THE UNIVERSITY PRESIDENT TO ENTER INTO A DIRECT RETAIL PURCHASE AGREEMENT WITH PHILIPPINE AIRLINES FOR THE PROCUREMENT OF AIRLINE TICKETS NECESSARY FOR OFFICIAL UNIVERSITY TRAVEL OF UNIVERSITY OFFICIALS, PERSONNEL AND STUDENTS
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VSU BOARD OF REGENTS

HON. ETHEL AGNES P. VALENZUELA

CHED Commissioner and Chairperson VSU-Board of Regents

HON. PROSE IVY G. YEPES

VSU President, Vice Chairperson VSU-Board of Regents

(Absent)

HON. BERNADETTE REMALLA-MAYBITUIN
Representing Hon. ALLAN PETER S. CAYETANO
Chairperson, Senate Committee on Higher,
Technical and Vocational Education

Member, VSU BOR

HON. MEYLENE C. ROSALES

Regional Director, National Economic and Development Authority Regional Office VIII Member, VSU BOR

HON. ERNESTO F. BULAYOG

Faculty Regent - VSU System Faculty Union of Baybay Leyte
Member, VSU BOR

HON. RYAN C. ILAIDA

Student Regent - VSU Student Council Federation Member, VSU BOR

HON. CARL NICOLAS C. CARI

Representing Hon MARK O. GO

Chairperson, Committee on Higher & Technical Education, House of Representatives
Member, VSU BOR

HON. ANDREW RODOLFO T. ORAIS

Regional Executive Director, Department of Agriculture-RO8 Member, VSU BOR

HON, OSCAR B. POSAS

President, VSU Federated Alumni Association Member, VSU BOR

Private Sector Representatives:

HON. ALAIN CHARLES J. VELOSO

Member, VSU BOR Villaba, Leyte HON. RUPERTO O. APARRI, III

Member, VSU BOR

Tacloban City, Leyte





FINANCE MANAGEMENT

Proposal for Direct Retail Purchase with Philippine Airlines

VSU officials and employees have several travels related to the different functions for instruction, research and extension and including training of our regular/ casual staff and sometimes for our students. For several years the mode of procurement of plane fare is through cash advance or reimbursement to the employees. There are instances that we would contact a travel agency for our plane reservation considering that we would still be processing our claims. This would sometimes require payment of service fees and if added for all the needs of VSU it would entail a considerable amount.

The Office of the President initiates on having Direct Retail Purchase with Philippines Airlines which is in line with the guidelines set by the Government Procurement Policy Board (GPPB). GPPB Resolution No. 24-2019 discussed on the amendments to the affected provisions in Annex H which is the consolidated guidelines for the alternative methods of procurement. Based on the 2nd to the last paragraph of the resolution it states that after careful review and deliberation. resolved to approve the proposed Section 53.14 for inclusion in the 2016 revised IRR of RA 9184 on the direct retail purchase of POL products and airline tickets and the amendments to the affected provisions of |Annex "H". thereof.

In the proposed Annex H, Part V Specific Guidelines under Negotiated Procurement it states the Policy consideration which are as follows:

All procurement of POL and airline tickets shall be done through competitive bidding, except when the Procuring Entity has determined that Direct Retail Purchase is the best modality for the procurement of non-bulk POL products or where fees for additional services or functionalities are charged on top of the payment for the required POL products or airline.

Conditions.

For airline tickets:

- a) Direct purchase of airline tickets required for official travel within the fiscal year, including provisions for foreseeable emergencies based on historical records, shall be reflected in the APP in its entirety including any amendments thereto which shall be reflected in the supplemental APP.
- b) Direct purchase must be made from any commercial airline at fairly reasonable rates, subject to flight availability, at the time of booking, travel days, stopovers, routes additional visa requirements and other reasonable considerations as determined by the end- user
- c) Payment may be made through cash advance, reimbursement or other allowable payment modality subject to pertinent auditing and accounting rules; and
- d) Procurement of airline tickets must be in accordance with existing rules and regulations governing foreign travels of government personnel and Executive Order No. 77, s. 2019





Visayas State University, Baybay City, Leyte Email: louella.ampac@vsu.edu.ph Website: www.vsu.edu.ph Phone: +63 53 565 0600 Local 1061



Management System ISO 9001:2015



STARS

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No. 25-13

Moreover, Section 1.2.4.2 of COA Circular 20012-001 dated June 14, 20212, state that one of the documents required to support a cash advance for foreign travel is the quotations of three travel agencies or their equivalent for plane fares.

It is suggested that direct purchase is for local travel only. In the case of foreign travel the winning airline should be the one with offering the lowest fare as shown in the abstract of quotation.

The review of Atty. Rysan C. Guinocor, former OIC Legal Office on the Purchase Order / Letter Order (PO/LO) Credit Agreement with PAL said document is in order, not contrary to law, morals or public policy and public order.

In the event that this proposal would be approve, the Procurement Office would be the focal office in the implementation of this Direct Retail Purchase.

Attachments:

Annex A

- GPPB Resolution 24-2019

Annex B

- Legal Opinion/Comment dated Nov. 4, 2024

Prepared by:

LOUELLA CHAN-AMPAC

Director, Financial Management

Recommending Approval:

MOISES NEIL V. SERIÑO

Vice-President, Administration & Finance



RESOLUTION NO. 24-2019

APPROVING SECTION 53.14 OF THE 2016 REVISED IMPLEMENTING RULES AND REGULATIONS (IRR) OF REPUBLIC ACT (RA) NO. 9184 AND THE AMENDMENTS TO THE AFFECTED PROVISIONS IN ANNEX "H" THEREOF

WHEREAS, Republic Act (RA) No. 9184, otherwise known as the "Government Procurement Reform Act", took effect on 26 January 2003, while its 2016 revised Implementing Rules and Regulations (IRR) took effect on 28 October 2016;

WHEREAS, Section 63 of RA No. 9184 and its 2016 revised IRR authorizes the Government Procurement Policy Board (GPPB) to formulate public procurement policies, rules and regulations, and amend, its IRR, whenever necessary;

WHEREAS, the GPPB-Technical Support Office (GPPB-TSO) receives phone-in and walk-in queries asking for clarification on the direct purchase of petroleum, oil and lubricant (POL) products specifically relating to the threshold for or definition of "necessary quantities", mode of procurement, inclusion in the annual procurement plan, procedural guidelines and mandatory documentary requirements for the procurement of said products;

WHEREAS, the GPPB in its Resolution No. 21-2019 dated 5 September 2019 resolved to delist airline tickets under the Government Fares Agreement (GFA) from the list of commonuse supplies and equipment of the Procurement Service so that procuring entitles are no longer mandated to purchase their airline ticket requirements from the GFA and directed the GPPB-TSO to conduct a study on the modality where airline tickets may be best procured in terms of economy and efficiency;

WHEREAS, during the 7th Regular Meeting of the Inter-Agency Technical Working Group (IATWG) held on 12 September 2019, the GPPB-TSO presented the recommendation to the amendment of the 2016 revised IRR of RA No. 9184 to include an additional instance where negotiated procurement may be resorted to for the procurement of POL products, subject to the possibility that the new modality can also address the concerns in the procurement of airline tickets;

WHEREAS, during the 7th Regular Meeting of the GPPB held on 25 September 2019, the Board instructed the GPPB-TSO to further develop the proposed Section 53.14 as the modality for the procurement of necessary quantities for POL products and airline tickets, subject to the comments to be submitted by the GPPB members;

WHEREAS, during the 8th Regular Meeting of the IATWG held on 17 October 2019, the GPPB-TSO presented the proposed Section 53.14 of the 2016 revised IRR of RA No. 9184 and after due consideration, the IATWG agreed on the following:

- a. To instruct the GPPB-TSO to raise to the Board the previous suggestions of the IATWG members to remove from the coverage of RA No. 9184 the purchase of airline tickets considering that such transactions may be reimbursed under travel expenses fund of the agency;
- To instruct the GPPB-TSO to seek the Commission on Audit's position on the proposal and on what purchases are covered by petty cash; and

c. For the IATWG members to submit within ten (10) working days their position papers on the proposed Section 53.14 of the 2016 revised IRR of RA No. 9184.

WHEREAS, during the 8th Regular Meeting of the GPPB held on 30 October 2019, the GPPB-TSO presented the proposed Section 53.14 of the 2016 revised IRR of RA No. 9184 on the direct retail purchase of POL products and airline tickets and the above instructions of the IATWG members;

WHEREAS, the GPPB, after careful review and deliberation, resolved to approve the proposed Section 53.14 for inclusion in the 2016 revised IRR of RA No. 9184 on the direct retail purchase of POL products and airline tickets and the amendments to the affected provisions of Annex "H" thereof;

Now, THEREFORE, for and in consideration of the foregoing, WE, the Members of the GOVERNMENT PROCUREMENT POLICY BOARD, by virtue of the powers vested on US, by law and other executive issuances, hereby RESOLVE, to confirm, adopt, and approve, as WE hereby confirm, adopt, and approve the issuance of a resolution approving the inclusion of Section 53.14 in the 2016 revised IRR of RA No. 9184 on the direct retail purchase of POL products and airline tickets and the amendments to the affected provisions of its Annex "H" entitled "Consolidated Guidelines for the Alternative Methods of Procurement", a copy of which is hereto attached as Annex "A" and made an integral part hereof.

This Resolution shall take effect immediately.

APPROVED this 30th day of October 2019 at Manila City, Philippines.

(SGD)

(300)	
DEPARTMENT OF BUDGET AND MANAGEMENT	NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY
	(SGD)
DEPARTMENT OF EDUCATION	DEPARTMENT OF ENERGY
(SGD)	
DEPARTMENT OF FINANCE	DEPARTMENT OF HEALTH
(SGD)	(SGD)
DEPARTMENT OF INFORMATION AND COMMUNICATION TECHNOLOGY	DEPARTMENT OF INTERIOR AND LOCAL GOVERNMENT
(SGD)	(SGD)
DEPARTMENT OF NATIONAL DEFENSE	DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
(SGD)	(SGD)
DEPARTMENT OF SCIENCE AND TECHNOLOGY	DEPARTMENT OF TRADE AND INDUSTRY
DEPARTMENT OF TRANSPORTATION	PRIVATE SECTOR REPRESENTATIVE



2016 REVISED IMPLEMENTING RULES AND REGULATIONS (IRR) OF REPUBLIC ACT (RA) NO. 9184

ORIGINAL	AMENDMENT		
(New Provision)	Section 53.14 Direct Retail Purchase of Petroleum Fuel, Oil and Lubricant (POL) Products and Airline Tickets. Where Goods and Services are required by a Procuring Entity for the efficient discharge of its principal mandate, governmental functions, or day-to-day operations, direct retail purchase of (i) petroleum fuel, oil and lubricant (POL) products; and (ii) airline tickets may be made by end-users delegated to procure the same from identified direct suppliers or service providers.		

ANNEX "H" OF THE 2016 REVISED IRR OF RA NO. 9184 ENTITLED "CONSOLIDATED GUIDELINES FOR THE ALTERNATIVE METHODS OF PROCUREMENT"

AMENDMENT ORIGINAL Part IV Part IV J. Delegation of Authority. The conduct of J. Delegation of Authority. The conduct of Shopping and Negotiated Procurement under Shopping and Negotiated Procurement under Emergency Cases, Small Value Procurement Emergency Cases, Small Value Procurement and Lease of Real Property and Venue may and Lease of Real Property and Venue may be delegated to the End-user unit or any other be delegated to the End-user unit or any other appropriate bureau, committee, or support appropriate bureau, committee, or support unit duly authorized by the BAC through a unit duly authorized by the BAC through a Resolution approved by the HOPE. Resolution approved by the HOPE.

For Shopping under Section 52.1(a) and Negotiated Procurement under Emergency Cases, due to the urgent nature of the attendant circumstances, the BAC and the HOPE through a Resolution and Office Order, respectively, may delegate to specific officials, personnel, committee or office in the Procuring Entity the conduct of Shopping and award of contract to efficiently and

For Shopping under Section 52.1(a) and Negotiated Procurement under Emergency Cases, due to the urgent nature of the attendant circumstances, the BAC and the HOPE through a Resolution and issuance for the purpose, respectively, may delegate to specific officials, personnel, committee or office in the Procuring Entity the conduct of Shopping and award of contract to efficiently

expeditiously deal with the emergency sought to be addressed.

(New Provision)

For record and monitoring purposes, all awards shall be immediately reported with all supporting documents to the HOPE, through the BAC, to ensure compliance with all the conditions and requirements provided for under R.A. 9184, its IRR and related guidelines.

and expeditiously deal with the emergency sought to be addressed.

For Negotiated Procurement under Section 53.14, the BAC and the HOPE through a Resolution and issuance for the purpose, respectively, shall delegate to specific officials, personnel, committee or office in the Procuring Entity the conduct of Direct Retail Purchase to efficiently and expeditiously deal with the pressing need sought to be addressed.

For record and monitoring purposes, all awards shall be immediately reported with all supporting documents to the HOPE, through the BAC, to ensure compliance with all the conditions and requirements provided for under R.A. 9184, its IRR and related guidelines.

Part V. Specific Guidelines

D. Negotiated Procurement. xxx

(New Provision)

Part V. Specific Guidelines

D. Negotiated Procurement. xxx

10. DIRECT RETAIL PURCHASE OF PETROLEUM FUEL, OIL AND LUBRICANT (POL) PRODUCTS AND AIRLINE TICKETS.

a. Policy Considerations. All procurement of POL products and airline tickets shall be done through competitive bidding, except when the Procuring Entity has determined that Direct Retail Purchase is the best modality for the procurement of non-bulk POL products or where fees for additional services or functionalities are charged on top of the payment for the required POL products or airline tickets.

In case of competitive bidding, other factors such as value-added or related services may also be taken into account in determining the procurement project's ABC.

b. Definition. Where Goods and Services are required by a Procuring Entity for the efficient principal its mandate, discharge of governmental functions. or day-to-day operations, direct retail purchase of POL products and airline tickets may be made by end-users delegated to procure the same from identified direct suppliers or service providers.

- c. Conditions. The procurement of POL products and airline tickets can be contracted by the end-user to identified direct suppliers or service providers under the following conditions:
 - For petroleum fuel (gasoline, diesel, and kerosene), oil and lubricants:
 - a) Direct retail purchase of POL products estimated to be necessary for the operations of the Procuring Entity within the fiscal year, including provisions for foreseeable emergencies based on historical records, shall be reflected in the annual procurement plan (APP) in its entirety including any amendment thereto which shall be reflected in the supplemental APP;
 - b) Direct purchase must be made from any available retailers, dealers or gas stations at retail pump price;
 - The requirement must be intended to be used for any official government vehicles and equipment for immediate consumption; and
 - d) Payment may be made through cash advance, reimbursement or other allowable payment modalities subject to pertinent auditing and accounting rules.

ii. For airline tickets:

- a) Direct purchase of airline tickets required for official travels within the fiscal year, including provisions for foreseeable emergencies based on historical records, shall be reflected in the APP in its entirety including any amendment thereto which shall be reflected in the supplemental APP;
- b) Direct purchase must be made from any commercial airline at fairly reasonable rates, subject to flight availability at the time of booking, travel days, stopovers, routes, additional visa requirements and other reasonable considerations as determined by the end-user;
- Payment may be made through cash advance, reimbursement or other allowable payment modalities subject

- to pertinent auditing and accounting rules; and
- d) Procurement of airline tickets must be in accordance with existing rules and regulations governing official local and foreign travels of government personnel and Executive Order No. 77, s. 2019.

d. Procedure.

- i. The end-user delegated to directly purchase POL products and airline tickets in accordance with Part IV (J) of this Guidelines shall determine the supplier or service provider capable of delivering the required POL products and airline tickets at retail pump price or at the most reasonable retail price, as the case may be.
- Taking into account the usual trade ii. business practices being observed in the industry and the requirements and other reasonable considerations identified by the enduser, direct retail purchase of the required POL products or airline tickets shall be carried out in accordance with pertinent accounting principles and practices as well as of sound management and fiscal administration provided that they do not contravene existing laws and regulations applicable to financial transactions.



LEGAL OFFICE

November 4, 2024

Ms. JESSAMINE ECLEO Head, Procurement Office Visayas State University

LEGAL OPINION/COMMENT

Dear Ms. Ecleo:

Good day!

The office received a Purchase Order/ Letter Order (PO/LO) Credit Agreement with Philippine Airlines Incorporations, regarding PAL engaged in the business of selling passenger air transportation and Ancillary Services, as hereunder defined, and Customer is desirous of availing these services on credit.

After a careful review of the said document, this office finds nothing legally objectionable therein considering that the same is in order, not contrary to law, morals or public policy and public order.

Thank you very much.

ATTÝ. RYSAN C. GUINOCOR OIC-Chief Legal Officer

Website: www.vsu.edu.ph Telefax: +63 53 563 7643







PURCHASE ORDER/LETTER ORDER (PO/LO) CREDIT AGREEMENT

This PO/LO Credit Agreement ("Agreement") is entered into this 7th day of November 2024 by and between:

PHILIPPINE AIRLINES, INC., a corporation duly organized and validly existing under and by virtue of the laws of the Republic of the Philippines, with PAL office at Lucio K. Tan, Jr. Center, PAL Gate 5, Andrews Avenue, Pasay City 1300, Metro Manila, Philippines, Philippines, ("PAL")

and

<u>VISAYAS STATE UNIVERSITY</u> a government agency/instrumentality validly existing under and by virtue of the laws of the Republic of the Philippines, with office at 1/F Admin Bldg. Baybay City, Leyte ("**Customer**").

RECITAL

WHEREAS, PAL is engaged in the business of selling passenger air transportation and Ancillary Services, as hereunder defined, and Customer is desirous of availing these services on credit.

NOW THEREFORE, the Parties have mutually agreed as follows:

I. Basic Terms and Conditions:

A. Term of the Agreement

B. Credit Limit

C. Due Date

: 01 December 2024- 01 December 2025

: PHP 500,000.00

Transaction/Invoice Date		Settlement Date			
From the 1^{st} to the 15^{th} of trent month	15 th of the	.5th of the next month			
From the 16th to the 31st current month		30 th /31 st month	of	the	next

D. Performance Guarantee

E. Customer's Pre-registered E-mail Address

Not Required

1. libeth.pagalan@vsu.edu.ph

2. dalisay.andres@vsu.edu.ph

3. mabethmiraflor@vsu.edu.ph

4. arjanery.antofina@vsu.edu.ph

5. jessamine.ecleo@vsu.edu.ph

: 0086607

F. Customer Code

II. Standard Terms and Conditions:

A. Definition of Terms

- A.1 Ancillary Services services, other than air transportation services, sold directly or indirectly by PAL such as but not limited to, baggage, sports equipment, choice seat, cabin upgrade, travel insurance, lounge access, adjacent extra seat fee, hotel and car services.
- A.2 Billing Date date when PAL issues/reissues the Electronic Itinerary Receipts ("EIR") or e-tickets for completed transactions. For transactions involving sales of Ancillary Services, it is the date when every transaction is completed.
- A.4 *Billing Statement* a document issued by PAL to the Customer on a semi-monthly basis sent by e-mail which summarizes the transactions completed for the sales period covered.
- A.5 Corporate Web Portal an on-line services and transaction facility maintained by PAL which is made available to the Customer to enable it to, using its Corporate Portal Account with PAL, purchase tickets for air transportation services and Ancillary Services. Registration under this facility is governed by a separate agreement between PAL and the Customer.

B. Booking and Ticket Issuance

- B.1 Customer shall be required to register with PAL's Corporate Web Portal ("Portal") and booking of tickets shall be made through this facility. In the event of the Portal's unavailability, booking of tickets may be done by e-mail request sent to corpsales_fc@pal.com.ph using the Customer's pre-registered e-mail address.
 - B.1.1 PAL will not honor transactions made using e-mail addresses other than the pre-registered e-mail address. Any change thereon should be communicated to PAL by Customer in writing and signed by its authorized signatory.
- B.2 Printable EIRs or electronic tickets for domestic, regional and international routes shall be issued to Customer through the Portal after the booking process is completed. If booking was made by way of e-mail request, PAL will issue the EIR or e-tickets thru e-mail address: corpsales_fc@pal.com.ph to Customer's pre-registered e-mail address.
- B.3 It is hereby understood that all charges for tickets issued on the basis of the e-mail messages sent to PAL using the pre-registered e-mail addresses of the Customer Corporation shall be considered official and binding on the Customer and shall become the full and unconditional obligations of the Customer which shall be paid by the latter in accordance with the terms hereof.

C. Basis for Charges

- C.1 Customer shall be billed for the cost of each ticket and/or for the cost of each Ancillary Service at the Billing Date. The applicable Due Date shall be reckoned from this date.
- C.2 A Billing Statement(s) shall be sent to the Customer on a semi-monthly basis by e-mail. The Billing Statement shall indicate the transactions completed during the sales period covered.

D. Frequency of Availment under Credit Line

D.1 The authorized Credit Limit herein established shall apply to the purchase of tickets and/or Ancillary Services, the aggregate value of which shall not, at any time, exceed the Credit Limit, either under a single transaction or an aggregate of transactions. Any amount in excess of said Credit Limit shall be paid immediately by the Corporation to PAL in accordance hereunder without need of demand, whether verbal or written.

E. Payment

- E.1 Payment shall be made on or before the Due Date;
- E.2 Any amount in excess of said Credit Limit shall be paid immediately by the Customer to PAL in cash, current dated checks or manager's check without need of demand, whether verbal or written.
- E.3 Payment shall be made thru Landbank's Oncoll Payment Facility.
- E.4 Payment must be made simultaneous with the submission of the applicable withholding tax certificate duly stamped received by the Bureau of Internal Revenue to Lucio K. Tan, Jr. Center, PAL Gate 5, Andrews Avenue, Pasay City 1300, Metro Manila, Philippines (PAL Head Office), if applicable. E-signed Forms are also acceptable (not manually scanned withholding tax certificates). If submission cannot be done simultaneously with payment, the former shall be done within a reasonable time from date of payment.
- E.5 Payments made by checks shall be crossed and made payable to "Philippine Airlines, Inc and deposited via Landbank's Oncoll Payment Facility.

F. Performance Guarantee

- F.1 The Customer shall, before it signs this Agreement, submit a Performance Guarantee to secure the faithful performance of its obligations under this Agreement. The failure of the Customer to deliver the Performance Guarantee to PAL within said period shall constitute a material breach of this Agreement.
- F.2 The Performance Guarantee shall stand merely as security for the performance by the Customer of its obligations under this Agreement and shall not in any manner limit the liability of the Customer to PAL for any breach of the terms of this Agreement. The Performance Guarantee shall be in addition to, and shall not substitute for, any other security or securities which may have been delivered or granted by the Customer to PAL in respect of its obligations under this Agreement.
- F.3 The Performance Guarantee shall include, without limitation, the following terms and conditions:
 - F.3.1 It shall be in the amount and currency indicated in item D of the Basic Terms and Conditions of this Agreement or any renewal hereof;
 - F.3.2 It shall be valid throughout the term of this Agreement (including any renewal or extension of this Agreement) and for a further period of sixty (60) days after the expiry or termination of this Agreement (or any renewal or extension of this Agreement).

- F.3.3 The amount of the Performance Guarantee shall be subject to review by PAL from time and time such as when the Customer perennially exceeds its Credit Limit or otherwise impairs its existing Performance Guarantee. When an increase thereon is required by PAL, the Customer undertakes to furnish the required increase within seven (7) days after having been required to do so. Failure to submit the required increase shall constitute a material breach of this Agreement.
- F.3.4 PAL shall have the right to draw, partially or in full, against the Performance Guarantee upon its first demand.
- F.3.5 Claims shall be paid, by the depository or the issuing bank, as the case may be, in the currency specified in item D of the Basic Terms and Condition of this Agreement or any renewal hereof and in freely transferable and immediately available funds. In the event the depository or the issuing banking institution is obligated by law or regulations to make any withholding or deduction, the depository or the issuing banking institution shall make payments to PAL in such amounts as shall be necessary to ensure that the amounts received by PAL shall not be less than the amounts which would have been received by it if no such withholding or deduction had been required to be made.
- F.3.6 The depository or the issuing banking institution shall pay upon PAL's first demand and shall waive any requirement that PAL first exhaust the properties of the Customer or any right to take action against the Customer.
- F.3.7 The depository or the issuing banking institution shall expressly agree that it shall not be exonerated or discharged from liability under the Performance Guarantee by time being given by PAL to the Customer or by any other indulgence or concession that may be granted by PAL to the Customer.
- F.4 The Performance Guarantee shall, at the option of the Customer, be in either of the following forms:
 - F.4.1 Certificate of time deposit with an irrevocable deed of assignment in form and substance that is satisfactory to PAL and substantially in the form of Annex "A" hereto. Moreover, this type of Performance Guarantee shall be subject to the following conditions:
 - Notwithstanding the assignment, the interests from the time deposit shall accrue to the Customer;
 - ii. The depositary bank shall release to PAL the proceeds of the time deposit assigned therein without need of prior notice to Customer;
 - iii. Customer and the depositary bank shall acknowledge that the assignment is complete and irrevocable and shall remain in full force and effect until a release in writing is given to Customer by PAL.
 - iv. The certificate of time deposit and deed of assignment shall remain valid and in the possession of PAL throughout the entire term of this Agreement (including any renewal or extension hereof). PAL shall issue a written release and return the certificate to the Customer not later than sixty (60) days after termination of this

Agreement unless appropriate notices and claims have been commenced by PAL against the Performance Guarantee.

- v. Until a written release is given by PAL to the Customer, and notwithstanding that the subject time deposit may have matured, Customer shall not to sell, transfer, convey, assign, encumber, withdraw nor release the time deposit assigned and the depositary bank shall acknowledge to be unconditionally bound thereby.
- F.4.2 Cash Bond. The Customer may submit a cash bond under the following conditions, in addition to those stated in F.3 above:
 - i. The Cash Bond shall be remitted directly to PAL in accordance with either of the procedure laid down in E.2.1 or E.2.2 hereof.
 - The Cash Bond may likewise be deposited in an interest-earning escrow account to be opened by the Customer, at its own expense, with a reputable bank acceptable to PAL;
- F.4.3 Irrevocable Standby Letter of Credit (SBLC). The Customer may submit an Irrevocable SBLC under the following conditions, in addition to those stated in F.3 above:
 - It shall be irrevocable and not subject to any amendment or modification without the written consent of PAL;
 - ii. It shall be in form substantially similar to Annex "B" hereof;
 - iii. It shall be issued by a reputable bank acceptable to PAL;
 - iv. It shall be, if applicable, duly advised and confirmed by a local bank in the Philippines and the Customer shall be responsible for all applicable charges (advising fee, bank charges, etc).

G. Statement of Account

- G.1 PAL may submit to the Customer updated Statements of Account when the necessity thereof is determined by PAL. These updated statements shall be analyzed by the Customer and reconciled with its records. Within thirty (30) days from date of receipt of such Statements of Account, the Customer shall notify PAL in writing of its objections to said statements. Upon receipt of the Customer's written objections, PAL shall promptly correct any erroneous item in the Statement of Account if, in PAL's judgment, such corrections are in order.
- G.2 In the event the Customer contests the veracity of certain items in the Statement of Account, the Customer must first effect payment of such disputed items. Thereafter, PAL and the Customer shall conduct a reconciliation of the Customer's accounts to immediately settle the dispute. Should the result of the reconciliation be in favor of the Customer, the corresponding amount shall be credited to the Customer's account in subsequent Statements of Account.
- G.3 Failure on the part of the Customer to execute written exceptions within thirty (30) days from the date of receipt of the Statement of Account shall be conclusively deemed as an irrevocable acceptance by the Customer of the accuracy of the Statement of Account a and of the amounts therein stated to be due and payable to PAL.

H. Return of Unused Ticket

H.1 Billings for partially or wholly unused tickets shall be paid in full. If the Customer does not intend to use the tickets, such tickets shall be returned within one (1) year from date of purchase to PAL's Corporate Sales Office. PAL shall refund the value of such unused tickets subject to the fare rules by means of Credit Memos. The value of the Credit Memo may be deducted from subsequent payments of the Customer to PAL provided the originals of said Credit Memos are attached to the payment voucher and crossed-out upon approval of payment to prevent double deductions. The value of unused tickets shall not be deducted outright from payments of the Customer to avoid confusion.

I. Pre-Termination

- I.1 PAL reserves the right to suspend the grant of credit or terminate the Agreement immediately upon notice to the Customer for any reason. PAL may also immediately terminate this Agreement for causes such as but not limited to perennial overdrawing (occurs when the Customer overdraws from the Credit Limit more than twice in one (1) year), non-renewal or non-procurement of acceptable Performance Guarantee and other material breaches, of this Agreement by the Customer.
- PAL's right to terminate this Agreement is without prejudice to its rights to demand payment and performance of the Customer's outstanding obligations under the Agreement and the institution of appropriate actions therefor, as may be necessary.

J. Acceleration

J.1 Default by the Customer in the payment of any billing within the specified Due Date or the expiration of the Grace Period, as the case may be, shall give PAL the right to consider all the other charges pertaining to the Customer as due and demandable.

K. Penalty Interest

- K.1 PAL shall impose a compounded penalty interest of two percent (2%) per month beginning on the first day following the Due Date or the expiration of the Grace Period, as the case may be.
- K.2 In the event PAL refers the account of the Customer to legal counsel for collection by reason of non-payment of overdue accounts, interest charges at the rate of twenty-four percent (24%) per annum shall be charged by PAL against the Customer.
- K.3 Additionally, the amount equivalent to twenty-five percent (25%) of the total amount of the Customer's accountabilities, PAL and interest included, shall be due, owing and payable to PAL as and by way of attorney's fees exclusive of the costs of the proceedings.

L. Venue of Action

L.1 The proper courts of Pasay City shall be the exclusive venue of any action arising from or in connection with the Agreement and any and all documents in relation thereto to the exclusion of all other courts.

M. Waiver of Causes of Action

M.1 It is hereby expressly understood that the extension of the credit line conferred by PAL to the Customer is a matter of privilege and not a right bestowed upon the Customer pursuant to any law or any vested right pertaining to the Customer. Consequently, any and all claims or causes of action against PAL or against any of its directors, officers, employees, Customers or servants for any loss, injury or damages (including damages for libel, slander or defamation of character) arising from any act done or omitted in good faith in connection with the performance of duties or functions under the Agreement and any and all documents related thereto are hereby unconditionally and irrevocably waived by the Customer.

N. Confidentiality

N.1 The parties acknowledge and agree that the contents of the Agreement, the existence thereof, the transactions contemplated therein and any information on the other party or the other party's business that are obtained in the course of the transactions between the parties will involve commercially sensitive information. Each party hereby agrees to keep the information arising thereunder or from their relationship strictly confidential and undertakes not to disclose it without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed, to any person or entity other than their respective employees and advisors acting in connection with the subject matter of the Agreement and the transactions contemplated thereby and who agree to be bound by the same confidentiality undertaking as such party. The foregoing sentence notwithstanding, if either party is required by competent authority to disclose information pertaining to the Agreement or any transaction arising therefrom, the party required to disclose shall immediately notify the other party of such requirement to enable the latter to take appropriate action.

O. Miscellaneous

- O.1 The Customer hereby represents and warrants that it is duly authorized to enter into this Agreement and any and all documents executed in relation thereto and its obligations thereunder constitute legal, valid and binding obligations of the Customer, enforceable in accordance with the terms thereof.
- O.2 As may be applicable, the Customer hereby represents and warrants that it can sue and be sued and acknowledges that in entering into this commercial transaction, it hereby irrevocably waives and agrees not to claim any immunity from suits and proceedings and declares that such waiver shall be effective to the fullest extent permitted by law.
- O.3 All notices or communications to be given by PAL to the Customer in connection with or arising from the Agreement and any and all documents executed in connection therewith shall be valid if sent in writing by mail, fax or hand-delivered to the Customer at the address stated in this Agreement for the attention of authorized signatory or at such other address as the parties may hereafter specify in writing.

P. Ratification

PAL and Customer hereby ratify all transactions made by and between the parties which were concluded prior to the date of execution and effectivity of this Agreement and agree that such prior transactions shall be governed by the provisions herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above-written.

PHILIPPINE AIRLINES, INC.

VISAYAS STATE UNIVERSITY

By:

Atgainer

ALVIN KENDRICH O. LIMQUECO SVP-Supply Chain Management and Data Privacy Officer

and:

ANNA ISABEL V. BENGZON SENIOR VICE PRESIDENT & CHIEF FINANCIAL OFFICER By:

MS. PROSE IVY G. YEPES, EdD University President

SIGNED IN THE PRESENCE OF:

MARY JANE C. OCOP SR. ACCOUNT EXECUTIVE

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)) SS	5.					
Before me, a notary public for, personally appe	and in the City of Pasay, Phared the following:	ilippines this at				
Name	Competent Evidence of Identity	Date and Place of Issuance / Expiry Date				
foregoing instrument and they ackn	owledged to me that their signature stated therein, and who declared	be the same persons described in the es on the instrument were voluntarily to me that they have executed the city which they represent.				
WITNESS MY HAND AND NOTARIAL SEAL on the date and in the place indicated above.						
Doc. No. : Page No. : Book No. : Series of 2024.						

POLO Credit Agreement <counterparty>

LAD v.09.2015

PORTAL Credit Agreement VSU

Final Audit Report 2025-01-06

Created:

2025-01-03

By:

Ma. Cristina Medina (bing_medina@pal.com.ph)

Status:

Signed

Transaction ID:

CBJCHBCAABAAN62BmP11yXzbEJ3b7XMpRT7gkW6GOpp7

"PORTAL Credit Agreement VSU" History

- Document created by Ma. Cristina Medina (bing_medina@pal.com.ph) 2025-01-03 3:51:26 AM GMT
- Document emailed to Anna Isabel Bengzon (annaisabel_bengzon@pal.com.ph) for signature 2025-01-03 3:52:26 AM GMT
- Document emailed to Alvin Kendrich Limqueco (alvin_limqueco@pal.com.ph) for signature 2025-01-03 3:52:27 AM GMT
- Email viewed by Alvin Kendrich Limqueco (alvin_limqueco@pal.com.ph)
 2025-01-03 5:12:44 AM GMT
- Document e-signed by Alvin Kendrich Limqueco (alvin_limqueco@pal.com.ph)

 Signature Date: 2025-01-03 5:13:19 AM GMT Time Source: server
- Document e-signed by Anna Isabel Bengzon (annaisabel_bengzon@pal.com.ph)

 Signature Date: 2025-01-06 7:21:05 AM GMT Time Source: server
- Agreement completed. 2025-01-06 - 7:21:05 AM GMT





PROCUREMENT

CERTIFICATION

This is to certify that the Procurement Office has contacted the Cebu Pacific Air and Air Asia airline companies to inquire if they could possibly cater credit line accounts for the Visayas State University for all its domestic and international travels. However, only Air Asia responded and informed us that credit line is currently unavailable at their end. As of this date, no reply has been received yet from Cebu Pacific Air.

Issued this 23rd day of April 2025 in the Visayas State University.

JESSAMINE C. ECLEO Head, Procurement













Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>

Inquiry Regarding Application for a Credit Line Account

11 messages

Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>

To: paa_groupdesk@airasia.com, support@airasia.com, paa_groupbookings@airasia.com

Sat, Feb 22, 2025 at 7:55 AM

Dear Air Asia,

I am Jessamine Ecleo, Procurement Officer, from the Visayas State University (VSU), Baybay City, Leyte.

I would like to inquire if you allow national government agencies to apply for a credit line account in your company? If so, can VSU possibly apply? And what are the requirements needed for us to apply?

Your reply would be highly appreciated.

Thank you very much!

Sincerely yours,

JESSAMINE CUEVAS - ECLEO

Procurement Officer and BAC Secretariat Head

Procurement Office

Visayas State University - Main Visca, Baybay City, Leyte

TeleFax: 053 563 7190 / 053 565 0600 local 1093

Mobile: 09985550106

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: jessamine.ecleo@vsu.edu.ph

Sat, Feb 22, 2025 at 7:55 AM





Address not found

Your message wasn't delivered to **support@airasia.com** because the address couldn't be found, or is unable to receive mail.

LEARN MORE

The response from the recipient enterprise administrator was:

The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. For more information, go to https://support.google.com/mail/?p=NoSuchUser

Final-Recipient: rfc822; support@airasia.com

Action: failed Status: 5.1.3

Diagnostic-Code: smtp; The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. For more information, go to https://support.google.com/mail/?p=NoSuchUser

Last-Attempt-Date: Fri, 21 Feb 2025 15:55:38 -0800 (PST)

----- Forwarded message -----

From: Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>

To: paa groupdesk@airasia.com, support@airasia.com, paa groupbookings@airasia.com

Cc: Bcc:

Date: Sat, 22 Feb 2025 07:55:24 +0800

Subject: Inquiry Regarding Application for a Credit Line Account

---- Message truncated -----

PAA GroupDesk <paa_groupbookings@airasia.com>

Mon, Feb 24, 2025 at 5:11 PM

To: Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>, Bea Sharlyn Villaruz - <beasharlynvillaruz@airasia.com>

Cc: paa_sales <paa_sales@airasia.com>

Dear Jessamine,

Allow me endorse you to our colleague, @Bea Sharlyn Villaruz - who handles Corporate Accounts. She will help you with your queries.

Hi @Bea Sharlyn Villaruz - for your assistance pls.

Thank you.

Best Regards,

Jhoy Groupdesk Philippines AirAsia



[Quoted text hidden] [Quoted text hidden]





A CENTURY OF EXCELLENCE

Visca, Baybay City, Leyte, Philippines 6521-A

Website: vsu.edu.ph | Phone: +63 53 565 0600 • VOIP Directory

Emails: op@vsu.edu.ph (Office of the President) | registrar@vsu.edu.ph (Office of the Registrar)

Got comments, complaints, or suggestions? You can send them anonymously through this form or email customerfeedback@vsu.edu.ph

VSU's Vision: A global green university providing progressive leadership in agriculture, science and technology, education, and allied fields for societal transformation.

VSU's Mission: Produce graduates equipped with advanced knowledge and lifelong learning skills with ethical standards through high quality instruction, innovative research, and impactful community engagement.

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Bea Sharlyn Villaruz - <beasharlynvillaruz@airasia.com>

Mon, Feb 24, 2025 at 5:41 PM

To: PAA GroupDesk <paa_groupbookings@airasia.com>

Cc: Jessamine Ecleo < jessamine.ecleo@vsu.edu.ph>, paa sales < paa sales@airasia.com>

Dear Jessamine,

Greetings from AirAsia!

I would like to take this opportunity to introduce myself. My name is Bea Villaruz, and I am responsible for managing corporate accounts at Philippine AirAsia. Please note that our credit line is currently unavailable.

In the meantime, we invite you to become one of our valued corporate partners. As a partner, you will receive exclusive access to our online corporate booking facility, allowing you to conveniently book flights across the AirAsia network.

Details of the Corporate program are as follows:

- · Web based portal, login to www.airasia.com using your individual username and password
- · Exclusive access to Corporate fares:
 - o Fare Only
 - o Lite
 - Full Flex
- · Access to GBS airasia automated Group Booking System
- Waiver of rebooking fees for Corporate Lite and Full Flex
- Four (4) hours HOLD option (reserve now, pay within 4 hours)
- · Access to travel expense reports daily/weekly/monthly transactions
- · Volume based incentives
- · Availability of various payment options:
 - Credit Card
 - Prepaid
 - Assigned Account Executive for servicing

Registration is free, please prepare the following documents to be uploaded in the online registration link:

- 1. DTI or SEC Registration
- 2. BIR Form 2303
- 3. LGU Business Permit / Mayor's Permit

Registration link: https://air.asia/xgFek

[Quoted text hidden]

Thanks and Regards,

Bea Sharlyn S. Villaruz

Executive, Sales & Distribution PH

09190609277



airasia.com, The Asean Super App RedPoint Mezzanine Level NAIA Terminal 3, Andrews Avenue Pasay City, Philippines

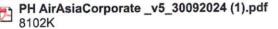
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[Quoted text hidden]



Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>
To: Bea Sharlyn Villaruz - <beasharlynvillaruz@airasia.com>

Mon, Feb 24, 2025 at 5:57 PM

Dear Ma'am Bea.

Thank you for your email. But as to the requirements, we don't have business permit and DTI/SEC registration because VSU is a state university, a government agency. What documents do we need to submit in lieu of those documents po?

[Quoted text hidden]

Bea Sharlyn Villaruz - <beasharlynvillaruz@airasia.com>
To: Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>

Tue, Feb 25, 2025 at 9:15 AM

Dear Jessamine,

Good day!

You may provide the BIR 2303 Certification of Registration. [Quoted text hidden]

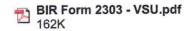
Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>
To: Bea Sharlyn Villaruz - <beasharlynvillaruz@airasia.com>

Mon, Mar 3, 2025 at 6:17 PM

Dear Ma'am Bea,

Good day po.

Sorry for the delayed reply. Attached herewith po is our BIR Form 2303. [Quoted text hidden]



Bea Sharlyn Villaruz - <beasharlynvillaruz@airasia.com>
To: Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>

Tue, Mar 4, 2025 at 8:00 AM

Dear Jessamine,

Good day!

Kindly register using this link and attach the BIR 2303.

[Quoted text hidden]

Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>

To: Bea Sharlyn Villaruz - <beasharlynvillaruz@airasia.com>

Tue, Mar 4, 2025 at 8:17 AM

Ma'am, do we need to enter into a MOA?

[Quoted text hidden]

Bea Sharlyn Villaruz - <beasharlynvillaruz@airasia.com>

To: Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>

Wed, Mar 5, 2025 at 2:35 PM

Dear Ms. Jessamine,

Good day!

No need for MOA since the modes of payment are credit/debit card, internet banking, agency account top up. [Quoted text hidden]

Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>

To: Bea Sharlyn Villaruz - <beasharlynvillaruz@airasia.com>

Okay po. Will inform po our President regarding this.

JESSAMINE CUEVAS - ECLEO

Procurement Officer and BAC Secretariat Head

Procurement Office

Visayas State University - Main

Visca, Baybay City, Leyte

TeleFax: 053 563 7190 / 053 565 0600 local 1093

Mobile: 09985550106 [Quoted text hidden] Wed, Mar 5, 2025 at 5:01 PM



Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph>

Inquiry Regarding Application for Credit Line

1 message

Jessamine Ecleo <jessamine.ecleo@vsu.edu.ph> To: cebcares@cebupacificair.com Sat, Feb 22, 2025 at 7:52 AM

Dear Cebu Pacific,

I am Jessamine Ecleo, Procurement Officer, from the Visayas State University (VSU), Baybay City, Leyte.

I would like to inquire if you allow national government agencies to apply for a credit line account in your company? If so, can VSU possibly apply? And what are the requirements needed for us to apply?

Your reply would be highly appreciated.

Thank you very much!

Sincerely yours,

JESSAMINE CUEVAS - ECLEO

Procurement Officer and BAC Secretariat Head

Procurement Office

Visayas State University - Main

Visca, Baybay City, Leyte

TeleFax: 053 563 7190 / 053 565 0600 local 1093

Mobile: 09985550106