

Title: Martel v. People of the Philippines

Facts:

In 2003, the Governor and Vice Governor of Davao del Sur initiated the procurement of five motor vehicles for official use. The acquisition involved specific brands and models: two Toyota Hilux 4×4 SR5 vehicles, a Mitsubishi L300 Exceed DX2500 Diesel, and two Ford Ranger XLT 4×4. The procurement process did not undergo competitive public bidding but was executed through direct purchase. The Bids and Awards Committee (BAC) of the Province, consisting of Governor Benjamin P. Bautista, Jr., Provincial Accountant Richard T. Martel, General Services Officer Allan C. Putong, Provincial Treasurer Abel A. Guiñares, Provincial Budget Officer Victoria G. Mier, and Sangguniang Panlalawigan Member Edgar C. Gan, approved the direct purchase method.

The specifics of the procurement included multiple purchase requests and orders stamped “DIRECT PURCHASE,” with the justification noted as “SOLE DISTRIBUTOR” and “EXCLUSIVE DISTRIBUTOR.” Following procurement, five vehicles were delivered, inspected, and paid for with public funds.

In September 2003, the Concerned Citizens for Good Governance reported the procurement irregularities to the Office of the Ombudsman. An investigation led to charges of violating Section 3(e) of Republic Act No. 3019, the Anti-Graft and Corrupt Practices Act. On October 30, 2012, four informations were filed before the Sandiganbayan, leading to the petitioners’ trial. They pleaded not guilty, and after the trial, the Sandiganbayan found all petitioners guilty and sentenced them to imprisonment and perpetual disqualification from holding public office. Petitioners filed a Motion for Reconsideration, which was denied, prompting their appeal to the Supreme Court.

Issues:

1. Whether specifying vehicle brands in procurement requests constituted “manifest partiality” under Section 3(e) of R.A. 3019.
2. Whether bypassing public bidding for the direct purchase of vehicles reflected “evident bad faith” or “gross inexcusable negligence.”
3. Whether the procurement process unjustifiably benefited specific dealers, giving them “unwarranted benefits, advantage, or preference.”

Court’s Decision:

The Supreme Court found the petition meritorious and reversed the Sandiganbayan’s

decision.

On the Specification of Vehicle Brands:

The Court ruled that specifying brands and models alone did not constitute “manifest partiality.” The prosecution failed to prove beyond a reasonable doubt that the petitioners intended to unjustly favor certain dealers or acted with a fraudulent, dishonest purpose.

On Direct Purchase:

Although the petitioners resorted to direct purchase, which they believed fell under the exceptions to the public bidding requirement (Section 366 of the Local Government Code), there was no deliberate intent to violate procurement laws. The Court found that the petitioners’ reliance on past practices where direct purchase had not been questioned by the COA, supported the argument of good faith, albeit mistaken.

On Unwarranted Benefits:

The prosecution did not establish that the specific brands were the only suitable options, nor did they demonstrate that other more suitable or cheaper alternatives were available. The certifications from exclusive distributors did not conclusively prove that no other vehicles could meet the needs. Consequently, the evidence of providing “unwarranted benefits, advantage, or preference” was lacking.

Doctrine:

1. **Presumption of Innocence**: Public officers accused under anti-graft laws enjoy the presumption of innocence and must be proven guilty beyond a reasonable doubt.
2. **Manifest Partiality, Evident Bad Faith, Gross Inexcusable Negligence**: Mere violations of procurement laws do not automatically equate to these; intent, evident fraud, or serious negligence must be established.

Class Notes:

- **Elements of Section 3(e) of R.A. 3019**:

1. Public officer discharging administrative, judicial, or official functions.
2. Act was done through manifest partiality, evident bad faith, or gross inexcusable negligence.
3. Action caused undue injury to any party or gave any private party unwarranted benefits, advantage, or preference.

- **Key Concepts**:

1. **Public Bidding**: The default method for government procurement to ensure

transparency and competitiveness.

2. ****Direct Purchase****: An exception allowed under specific conditions (e.g., exclusive distributors) but requires stringent justification.

Historical Background:

Contextualized within the broader framework of the Philippines' struggle against corruption, this case highlights the pervasive issues in local government procurement processes. The enforcement of R.A. 3019 was aimed at curbing corrupt practices, ensuring accountability, and promoting integrity in public office, crucial for a democratic society's functioning.