

PEOPLE OF THE PHILIPPINES, PLAINTIFF-APPELLEE, VS. ORVILLE FUA Y ANO-OS, ROSE MARIE TOMOGSOC Y VILLACAMPA, NATALIO BONGCAWEL JUMAWAN, JR., SUE AGNES CASTILLON Y ALJAS, AND MERLY...

G.R. No. 273389, January 22, 2026

Ponente: LAZARO-JAVIER, J.

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LAZARO-JAVIER, J.:

These appeals[1] assail the following dispositions of the Sandiganbayan in Criminal Case No. SB-19-CRM-0099:

(1) Decision[2] dated December 7, 2023, convicting accused-appellants Orville Fua y Ano-Os (Fua), Rose Marie Tomogsoc y Villacampa (Tomogsoc), Natalio Bongcawel Jumawan, Jr. (Jumawan), Sue Agnes Castillon y Aljas (Castillon), all public officers, and private individual Merlyn Estallo Lu (Lu) of violation of Section 3(e) of Republic Act No. 3019,[3] as amended; and

(2) Resolution[4] dated April 3, 2024, which denied accused-appellant's Joint Motion for Reconsideration.

Antecedents

Accused-appellants were charged with violation of Section 3(e) of Republic Act No. 3019, as amended, viz.:

That on May 7, 2004, or sometime prior or subsequent thereto, in Lazi, Siquijor, Philippines, and within the jurisdiction of this Honorable Court, accused public officers ORVILLE FUA [y] ANO-OS (Municipal Mayor, SG-27), ANA MARIE LEILANI MONTE [y] SUMALPONG (Municipal Accountant, SG-24), ROSE MARIE TOMOGSOC [y] VILLACAMPA (Municipal Treasurer /BAC Member, SG-24), IVAN MARCHAN [y] YPIL (Municipal Budget officer / BAC Chairman, SG-24), NATALIO JUMAWAN, JR. [y] BONGCAWEL (Municipal Engineer/BAC Member, SG-16), SUE AGNES CASTILLON [y] ALJAS (Private Secretary /BAC Member, SG-11), and TEODORO JUMADLA, JR. [y] GOM-OS (Planning and Development Coordinator, SG-24), all of the Municipality of Lazi, Siquijor, committing the offense in relation to office and taking advantage of their official functions, acting with manifest partiality, evident bad faith or gross inexcusable negligence, conspiring and confederating with one another and with accused YOLANDA P. MILNE and MERLYN E. LU, representatives of Mangopina Trading Company, Inc. (Mangopina), did then and there willfully, unlawfully and criminally cause undue injury to the government and give [sic] unwarranted benefits, privilege, and advantage to Mangopina and/or accused Milne and Lu, by entering into a contract or transaction in behalf of the government with Mangopina for the purchase of Two Thousand Ninety-Six (2,096) bottles of MRG Liquid Fertilizer at [PHP] 1,550.00 per bottle and One Thousand Two Hundred Fifty Eight (1,258) bags of DEL GRO Super Foliar Fertilizers at [PHP] 1,550.00 per bag or a total of Four Million Nine Hundred Ninety Thousand Seven Hundred Fifty-Two Pesos ([PHP] 4,990,752.00) after tax, as reflected under DV No. 300- 0405-004 dated May 7, 2004, notwithstanding the irregularities and anomalies attending the procurement process, accused knowing fully well that said transaction was in violation of Republic Act No. 9184 (The Government Procurement Reform Act) and its Implementing Rules and Regulations, including but not limited to the premature issuance of the Purchase Request; reference to brand names; lack of performance security

bond; and lack of proof of the project's implementation, to the damage and prejudice of the government in the aforesaid amount of [PHP] 4,990,752.00.

CONTRARY TO LAW.[5] (Emphasis in the original)

The prosecution presented the testimonies of the following individuals, namely: (1) Aileen Escobido Maqueda; (2) Gerhard G. Basco (Basco); (3) Cyril Tomimbang Pal-ing; (4) Marissa A. Santos; (5) Corazon Lenares Jerusalem (Jerusalem); (6) Eufemia Clemente Jaugan (Jaugan); (7) Liza Africa (Africa); (8) RJ A. Bernal; (9) Carolyn G. Bastasa (Bastasa); and (10) Rowena Cervantes Reyes (Reyes).[6]

Their testimonies are summarized as follows:

Farm Inputs/Farm Implements Program of the Municipality of Lazi, Siquijor

On March 12, 2004, Fua, as the mayor of the Municipality of Lazi, Siquijor signed Purchase Request (PR) No. 03-06404 for the procurement of "2,096 btl. MRG LIQUID FERTILIZER" and "1,258 bags DEL GRO SUPER FOLIAR FERTILIZER" as "Farm Inputs." Tomogsoc likewise affixed her signature to the said purchase request certifying that funds were available for the purpose.[7]

On April 6, 2004, the Department of Agriculture (DA) Regional Field Unit 7 (DA-RFU7) on one hand, and the Municipality of Lazi, represented by Fua, on the other, entered into a Memorandum of Agreement (MOA) wherein DA-RFU7 agreed to transfer in tranches to the municipality the amount of PHP 8,000,000.00 for the implementation of its "Farm Inputs/Farm Implements Program" (Fertilizer Program).[8]

The MOA stated that DA-RFU7 received the amount of PHP 3,000,000.00 under Special Allotment Release Order (SARO) No. E-04-00156 dated February 3, 2004, and the amount of PHP 5,000,000.00 under SARO No. E-04-00164 dated February 3, 2004.[9]

Notably, the third Whereas Clause of the MOA stated that a certain Orlando A. Fua, Jr., representative of the lone district of Siquijor, and a certain Orlando B. Fua, Sr., governor of the Province of Siquijor, have assigned the aforesaid amounts to the Municipality of Lazi, Siquijor.[10]

Thereafter, an undated Notice to Bidders was released by the municipality. The following entities were listed as bidders, viz.: (a) Mangopina Trading, Inc. (Mangopina), represented by Lu, in the amount of PHP 1,550.00 per unit; (b) Gelly's General Merchandise in the amount of PHP 1,870.00 per unit; and (c) Estajera Store in the amount of PHP 1,925.00 per unit. The Notice to Bidders was signed by Fua in his capacity as municipal mayor.[11]

Under an undated Abstract of Quotation, the members of the Bids and Awards Committee (BAC) Castillon, Tomogsoc, Jumawan, and Ivan Marchan y Ypil (Marchan), together with a certain Michael Lumacad, recommended to Fua the award of the project to Mangopina, represented by Lu. The recommendation reads: "Award the following bidder's recommended price being the lowest advantageous to the government; Hereby recommended for award to Mangopina Trading Com Inc./Merlyn Lu." The same was approved by Fua.[12]

On April 20, 2004, the Municipality of Lazi prepared Purchase Order (PO) No. 04-00067(A) addressed to Mangopina for the supply of 2,096 bottles of MRG Liquid Fertilizer in the amount of PHP 1,550.00 per unit, and "1,258 bags of Del Gro Super Foliar Fertilizer" in the amount of PHP 1,550.00 per unit. The said PO was signed by Lu and Fua.[13]

On April 26, 2004, Teodoro Gom-Os Jumadla, Jr. issued a corresponding Inspection & Acceptance Report (IAR) certifying that he "inspected, verified and found OK as to the quantity and specifications" the following items: "2,096 btl. MRG LIQUID FERTILIZER" and "1,258 bags DEL GRO SUPER FOLIAR FERTILIZER." The

IAR was also signed by Fua who ticked the check box indicating that the said items are "complete." On May 5, 2004, DA-RFU7 prepared Disbursement Voucher (DV) No. 101-2004-5-1342 (first tranche) in the amount of PHP 5,200,000.00 to be disbursed to the municipality. Thereafter, on May 6, 2004, DA-RFU7 issued Land Bank of the Philippines Check Nos. 19659, 19660, 19661, 19662, 19663, and 19664 covering the indicated amount. On even date, the municipality issued Official Receipt No. 1598157 evidencing its receipt of the amount of PHP 5,200,000.00 from DA-RFU7.[14]

On May 7, 2004, the municipality issued DV No. 300-0405-6-42 in the amount of PHP 4,990,752.00, in favor of Mangopina for the purchase of the subject items. The DV was signed by Fua, Ana Marie Leilani Monte y Sumalpong, and Tomogsoc. On even date, Mangopina issued Official Receipt No. 0612 for the amount of PHP 4,990,752.00.[15]

On December 17, 2004, DA-RFU7 issued DV No. 101-2004-12-4633 (second tranche) in the amount of PHP 2,800,000.00 in favor of the Municipality of Lazi for the implementation of its Fertilizer Program. On even date, DA-RFU7 caused the issuance of Land Bank of the Philippines Check Nos. 23034, 23035, and 23036. The amount was received by the municipality on January 4, 2005, as evidenced by Official Receipt No. 1598194.[16]

The Office of the Special Prosecutor later on served subpoena on the following prosecution witnesses who testified on the results of their respective investigations:

Basco is an Associate Graft Investigation Officer III of the Field Investigation Office (FIO) of the Office of the Ombudsman. He was tasked with reviewing the records of the fact-finding investigation conducted on the procurements of fertilizers for the Fertilizer Program of the Municipality of Lazi. Specifically, he reviewed the Personal Data Sheets of the officials and employees of the Municipality of Lazi, various documents from the municipality's BAC, DVs relative to the Fertilizer Program, and other supporting documents. Accordingly, as team leader or group coordinator, he reviewed the investigation conducted by one Moses Buzmion who communicated with the Municipality of Lazi on the subject transaction.[17]

Basco's investigation revealed that the mayor of the Municipality of Lazi, its officials and employees, and the representatives of Mangopina caused gross disadvantage to the government when they entered into a contract for the supply of "MRG Liquid Fertilizers" and "Del Gro Super Foliar Fertilizers" with the Municipality of Lazi (subject transaction). His office discovered that the documents submitted by the Municipality of Lazi to the Commission on Audit (COA) were incomplete, i.e., there were no documents showing that the municipality invited other bidders or suppliers from nearby provinces or towns nor was the project published or posted in a newspaper of general circulation. This procedure was necessary considering that the project cost exceeded PHP 2,000,000.00.[18]

Jerusalem, on the other hand, testified that she is a State Auditor III for COA. She got assigned as audit team leader of Team 10. As such, she issued Audit Observation Memorandum (AOM) No. 2004-002(300) dated October 8, 2004 wherein she outlined the following deficiencies regarding the procurement of fertilizers by the Municipality of Lazi from Mangopina:

[1] a copy of the allotment advice or the Sub Allotment Release Order on the release of the fund was not attached to the DV; [2] there were deficiencies on the procurement process; [3] there were discrepancies noted in the documents submitted by the winning bidder; [4] there were inconsistencies on the addresses of Mangopina; [5] there were no documents attached to the subject DVs which would show that the procurement of the subject fertilizers passed the requirements of R.A. No. 9184 and its implementing rules and regulations; [6] the business permit of Mangopina already expired at the time of the procurement in 2004; [7] the documents it submitted for post-audit were valid only up to December 31, 2001; [8] the license issued by the Fertilizer and Pesticide Authority (FPA) of the Department of Agriculture to Mangopina expired in 2002; and,

[9] the Certificate of Product Registration issued by the FPA to Mangopina expired on July 27, 2002.[19]

Jerusalem recalled that while the Municipality of Lazi submitted its comments on the foregoing deficiencies, they were unable to correct the same.[20]

On cross, Jerusalem explained that a local government unit cannot start a procurement process without first receiving a copy of a SARO. She mentioned that at the time of the questioned procurement, there was no SARO issued to support the Fertilizer Program of the municipality; and, the municipal accountant was not able to furnish their office a copy of the supposed SARO. She clarified that a certificate of disbursement is usually submitted to them by the concerned official of an agency for verification. Thereafter, it will be forwarded to the source agency, which in this case is the DA, because the said certificate will be needed by the DA for liquidation purposes. She further clarified that the said certificate is not proof of liquidation but is only a requirement for liquidation.[21]

Jerusalem also testified that the municipal accountant submitted a business permit of Mangopina which was effective until December 31, 2004; a license issued by the Fertilizer and Pesticide Authority (FPA) which was effective until April 21, 2002; and a Certificate of Product Registration which was effective until January 26, 2006. However, she maintained that there were inconsistencies in the addresses of Mangopina.[22]

Finally, Jerusalem explained that there was no proof that the municipality conducted a pre-bid conference. Accordingly, there were no documents submitted to show that the subject transaction underwent advertisement or that the bidders submitted their bid security.[23]

Similarly, Jaugan was the Audit Team Leader of COA over the Municipality of Lazi from August 15, 2005 to July 31, 2009. She testified that in the course of her team's audit, they came out with the following findings:[24]

- R.A. No. 9184 was not strictly complied with by the Bids and Awards Committee (BAC) of the municipality;
- There was no bid security submitted by the bidders;
- The document to support the delivery of fertilizers was only through a Delivery Receipt and not through the required Invoice;
- The Certificate of Registration issued by the DTI to Mangopina Trading is valid only at the business address indicated which is 1238 EDSA, Apolinario Samson, Quezon City, Metro Manila, and would no longer be valid if [the] address is in San Pablo City, Laguna; and
- There were differences noted between the two Certificates of Product Registration issued by the FPA.[25]

Jaugan further recalled that following the release of her team's audit report, she requested the Legal and Adjudication Office (LAO) of COA Regional Office No. VII to conduct further evaluation and review on the subject transaction. Her request was heeded. After some time, the LAO submitted its "Indorsements." She clarified that she did not issue a notice of disallowance after receiving the said "Indorsements" from the LAO because she was expecting an advice that the subject procurement was contrary to law which makes the said transaction illegal.[26]

Jaugan cannot determine if the subject funds were used as intended based solely on the unconfirmed/unverified utilization report submitted by the municipal agricultural officer. She pointed out that there were pages in the submitted distribution list which were unclear; hence, she cannot identify or trace the names of the recipients and the barangays where they belong.[27]

Africa testified that she is the Division Head of the Management Information System, Records and Archiving Division of the Business Permits and Licensing Department of Quezon City.[28] Based on the records of the

Quezon City Local Government, Business Permit No. 97-075991 was issued to Mangopina in 2001. There was, however, no record showing that Mangopina's business permit was renewed after December 31, 2001. On clarificatory questions from the court, she clarified that a business permit was issued to Mangopina in 2001; a mayor's permit was issued to it in 1994; the 2001 business permit of Mangopina was a renewal of its 1994 mayor's permit; and a mayor's permit is the same as a business permit.[29]

Bastasa testified that she is the Local Treasury Operations Officer III at the Records, Verification and Delinquency Section of the Taxes and Fees Division of the Quezon City Local Government. She found out that based on the Business Payment Query System, Mangopina paid its Mayor's Permit/Business Permit and other license fees for the years 2000 to 2002 only, and no payments were made for the years 2003 and 2004. After coming out with these findings, she prepared the required certification and submitted it to the Office of the Special Prosecutor.[30]

Reyes is the Supervising Agriculturist and the Acting Assistant Chief of the Fertilizer Regulations Division (FRD) of the DA, FPA.[31] She testified that she was able to verify that Mangopina is a licensed manufacturer and distributor of fertilizers with License No. 104 which expired on January 14, 2004, and License No. 201 which expired on July 26, 2005; the name "MRG Liquid Fertilizer" is a brand name registered under the name of Mangopina per Registration No. 1-31-F-007 dated April 1, 2003 which expired on January 26, 2006; and, that "Del Gro Super Foliar Fertilizer" is a product brand name registered in the name of JR & JP Enterprises per Registration No. 1-1LP-2110 dated November 8, 2005, which expired on November 8, 2006. JR & JP Enterprises is a licensed area distributor of fertilizers with License No. 56, and a manufacturer and distributor of fertilizers with License Nos. 219 and 239 which expired on August 29, 2005, and August 26, 2006, respectively.[32]

On clarificatory questions from the court, Reyes clarified that Mangopina's manufacturer's license expired on January 14, 2004, while its distributor's license expired on July 26, 2005. According to her, Mangopina could no longer sell its products to the market after its manufacturer's license expired, otherwise, it would be violating Presidential Decree No. 1144.[33]

In its Resolution dated July 4, 2023, the Sandiganbayan dismissed the case against accused Marchan in view of his death. The case proceeded as against Fua, Castillon, Jumawan, Monte, Jumadla, and Lu.[34]

Ruling of the Sandiganbayan

Under Decision[35] dated December 7, 2023, the Sandiganbayan convicted accused-appellants, as charged, thus:

WHEREFORE, the Court finds accused Orville Ano-Os Fua, Sue Agnes Aljas Castillon, Natalio Bongcawel Jumawan, Jr., Rose Marie Villacampa Tomogsoc, and Merlyn Estallo Lu GUILTY BEYOND REASONABLE DOUBT of a (sic) Violation of Section 3 (e) of R.A. No. 3019, as amended. Accordingly, they are hereby sentenced to suffer the indeterminate penalty of six (6) years and one (1) month, as minimum, to ten (10) years, as maximum, and to suffer the penalty of perpetual disqualification from holding public office.

Moreover, accused Teodoro Gom-Os Jumadla, Jr.['s "Demurrer of Evidence" dated March 3, 2023, is GRANTED. He is ACQUITTED of the crime of (sic) charged for the failure of the prosecution to prove his guilt beyond reasonable doubt.

Accused Ana Marie Leilani Sumalpong Monte is likewise ACQUITTED of a (sic) Violation of Section 3 (e) of Republic Act No. 3019, as amended, for the (sic) failure of the prosecution to prove her guilt beyond reasonable doubt.

Accordingly, the Hold Departure Orders issued against accused Jumadla, Jr., and Monte are hereby LIFTED and SET ASIDE. Also, the bail bonds posted by them for their provisional liberty are ordered released subject to the usual auditing and accounting requirements.

Since the Court has not acquired jurisdiction over the person of accused Yolanda P. Milne as she remains at-large, the case against her is hereby ordered ARCHIVED, the same to be revived upon her arrest. Let an alias warrant of arrest be issued against the said accused.

Furnish a copy of this Decision to the Bureau of Immigration and the Municipality of Lazi, Siquijor.

SO ORDERED.[36] (Emphasis in the original)

The Sandiganbayan denied reconsideration in its Resolution[37] dated April 3, 2024.

The Present Appeal

Accused-appellants now seek anew a verdict of acquittal. They argue that the Sandiganbayan erred in convicting them for supposedly acting in conspiracy with their other co-accused. Accordingly, based on the documentary evidence, it was only Yolanda P. Milne who transacted with the local government. Moreover, accused-appellants, who were officers of Mangopina, argue that they are not guilty of bad faith or gross negligence in directing the affairs of Mangopina.[38] On the other hand, the People argue that all the elements of a violation of Section 3(e) of Republic Act No. 3019 have been proven beyond reasonable doubt.[39]

Our Ruling

We affirm.

To sustain a conviction for violation of Section 3(e) of Republic Act No. 3019, the following elements must be established:

(i) that the accused must be a public officer discharging administrative, judicial, or official functions, or a private individual acting in conspiracy with such public officers; (ii) that he acted with manifest partiality, evident bad faith, or inexcusable negligence; and (iii) that his action caused any undue injury to any party, including the government, or giving any private party unwarranted benefits, advantage, or preference in the discharge of his functions.[40]

These elements are all present here.

First. The existence of the first element is undisputed in this case.

As stipulated during the pre-trial, Fua, Tomogsoc, Jumawan, and Castillon were public officers at the time material to this case.[41] Fua was the municipal mayor of the Municipality of Lazi, Tomogsoc was the municipal accountant, while Jumawan was the municipal treasurer and a BAC member. On the other hand, Castillon was the municipal engineer and a BAC member as well.[42] Meanwhile, Lu was the representative of Mangopina who was a private individual acting in conspiracy with the aforementioned public officers to secure an advantage in the amount of PHP 1,550.00 per unit.

Second. The public officers concerned acted with manifest partiality, evident bad faith, or inexcusable negligence all for the purpose of unjustly favoring Mangopina. On this score, *Sabaldan, Jr. v. Office of the Ombudsman for Mindanao*[43] is relevant, thus:

The offense under Section 3(e) may be committed in three ways. There is "manifest partiality" when there is a clear, notorious, or plain inclination or predilection to favor one side or person rather than another. "Partiality" is synonymous with "bias" which "excites a disposition to see and report matters as they are wished for rather than as they are." Evident bad faith, on the other hand, pertains to bad judgment as well as palpably and patently fraudulent and dishonest purpose to do moral obliquity or conscious wrongdoing for some perverse or ill will. Gross inexcusable negligence is that negligence characterized by the want of even the slightest care, acting or omitting to act in a situation where there is a duty to act, not inadvertently but wilfully and

intentionally, with conscious indifference to consequences insofar as other persons may be affected.[44]
(Emphasis in the original, citations omitted)

As it was, Fua and Tomogsoc respectively signed and issued PR No. 03-06404 and certified to the existence of funds for the purpose of procuring "Farm Inputs" ahead of any MOA with the source agency, in this case, the DA. Thus, the PR for the purpose of "Farm Inputs" had no basis as the Fertilizer Program only took effect almost a month after the issuance of PR No. 03-06404.[45] More, PR No. 03-06404 was issued on March 12, 2004 while the MOA between the Municipality of Lazi and the DA was only executed on April 6, 2004.[46] Thus, even the certification of Tomogsoc as to the availability of funds had no basis as the funds were only transferred and made available after the execution of the MOA; as the money was transferred on May 6, 2004, and January 4, 2005 or about two and 10 months later, respectively.

The public officers here likewise failed to comply with Sections 17, 18, 20, and 21 of Republic Act No. 9184.[47] Under Section 17 of Republic Act No. 9184, the following bidding documents are required to be prepared by the procuring entity, viz.:

SEC. 17. Form and Contents of Bidding Documents. – The Bidding Documents shall be prepared by the Procuring Entity following the standard forms and manuals prescribed by the GPPB. The Bidding Documents shall include the following:

(a)

Approved Budget for the Contract;

(b)

Instructions to Bidders, including criteria for eligibility, bid evaluation and postqualification, as well as the date, time and place of the pre-bid Conference (where applicable), submission of bids and opening of bids;

(c)

Terms of Reference;

(d)

Eligibility Requirements;

(e)

Plans and Technical Specifications;

(f)

Form of Bid, Price Form, and List of Goods or Bill of Quantities;

(g)

Delivery Time or Completion Schedule;

(h)

Form and Amount of Bid Security;

(i)

Form and Amount of Performance Security and Warranty; and,

(j)

Form of Contract, and General and Special Conditions of Contract.

The Procuring Entity may require additional document requirements or specifications necessary to complete the information required for the bidders to prepare and submit their respective bids.

Notably, apart from PR No. 03-06404 which certified the existence of funds for the purpose of procuring "Farm Inputs" ahead of any MOA with the source agency, the records do not disclose any other bidding documents submitted by the bidders especially Mangopina nor required by the public officers concerned for the purpose of evaluating their respective qualifications as bidders or eventual awardee of the project.[48]

More, the reference to "MRG Liquid Fertilizer" and "Del Gro Super Foliar Fertilizer" violated Section 18 of Republic Act No. 9184 as it referred to specific brand names, viz.:

SEC. 18. Reference to Brand Names. – Specifications for the Procurement of Goods shall be based on relevant characteristics and/or performance requirements. Reference to brand names shall not be allowed.

Accordingly, the said law ordains, in no uncertain terms, that specifications for the procurement of goods shall be based on relevant characteristics and/or performance requirements and reference to brand names shall not be allowed. The manifest partiality on the part of the public officers concerned was further shown by the fact that "MRG Liquid Fertilizer" is a brand name registered under Mangopina with Registration No. 1-31-F-007 dated April 1, 2003.[49] Too, the Notice to Bidders dated April 20, 2004, the Abstract of Quotation, and PO No. 04-00067(A) dated April 20, 2004 all indicated the said brand name, sans any mention of any technical description or specifications of the fertilizers that were to be procured.[50] We note that as early as November 5, 2001, Mangopina's own vice president for finance stated that it is the sole manufacturer and distributor of "MRG Liquid Fertilizer." [51]

As for Section 20.2 of the Implementing Rules and Regulations of Republic Act No. 9184, the public officers here omitted the conduct of a pre-procurement conference as a pre-requisite to the issuance of an Invitation to Bid. Notably, the provision requires a pre-procurement conference for each and every procurement, except for the following cases:

20.2 The holding of a pre-procurement conference may not be required for small procurements, i.e., procurement of Goods costing Two Million Pesos ([PHP] 2,000,000.00) and below, procurement of Infrastructure Projects costing Five Million Pesos ([PHP] 5,000,000.00) and below, and procurement of Consulting Services costing One Million Pesos ([PHP] 1,000,000.00) and below.

Clearly, the subject transaction should have undergone a pre-procurement conference as the costs of the

fertilizers, i.e., PHP 4,990,752.00[52] exceeded the threshold and did not fall under any of the exceptions.

Similarly, the following requirements under Republic Act No. 9184 were not complied with: (a) proper advertisement or invitation to bid under Section 21; (b) post-qualification proceedings under Section 34; (c) a notice of award under Section 37; and (d) performance security bond under Section 39.

Further, the public officers here did not comply with at least two provisions of the Implementing Rules and Regulations of Republic Act No. 9184, i.e., the required pre-bid conference under Section 22.1[53] and the required submission of eligibility requirements or statement of eligibility under Section 23.1[54] were both not complied with. Notably, with respect to the latter infraction, Castillon, Jumawan, and Tomogsoc did not submit any eligibility documents which ought to have evaluated during the Bid Evaluation Phase. Thus, the public officers involved simply relied on the price stated in the purported Notice to Bidders.[55]

Worse, all in one day, April 20, 2004, the BAC evaluated all the respective bids of Mangopina, Gelly's General Merchandise, and Estajera Store and came up with its recommendation to award the contract to Mangopina; Fua approved the subject transaction leading to the issuance by the Municipality of Lazi of PO No. 04-00067(A) directing Mangopina to deliver the subject fertilizers on the same day.[56] These were all hastily done in one day despite the absence of a performance security bond or a formal contract for the delivery of the fertilizers and all the other omissions heretofore stated.[57]

Finally, Mangopina was not qualified to supply the fertilizers at the time material to this case as it did not pay for the renewal of its mayor's permit or license for the years 2003 and 2004,[58] nor was it in possession of a valid and effective manufacturer-distributor license as the same had already expired on August 21, 2002.[59]

Third. As for the third element—i.e., causing undue injury to any party, including the government, or giving any private party unwarranted benefits, advantage, or preference in the discharge of his functions—we reckon with *Uriarte v. People*.^[60] In that case, the Court differentiated between the concept of undue injury and unwarranted advantage. It ruled that an unwarranted advantage may be found the moment that there is a lack of adequate or official support or unjustified grant of a favorable or improved position, viz.:

. . . In jurisprudence, "undue injury" is consistently interpreted as "actual damage." Undue has been defined as more than necessary, not proper, or illegal; and injury as any wrong or damage done to another, either in his person, rights, reputation or property, that is, the invasion of any legally protected interest of another. On the other hand, in *Gallego v. Sandiganbayan*, the Court ruled that unwarranted means lacking adequate or official support; unjustified; unauthorized; or without justification or adequate reasons. Advantage means a more favorable or improved position or condition; benefit or gain of any kind; benefit from course of action. Preference signifies priority or higher evaluation or desirability; choice or estimation above another.^[61] (Citations omitted)

Based on the foregoing standard, undue damage was fulfilled when Mangopina was awarded the project despite its lack of: (a) the requisite license; (b) a performance bond; and (c) eligibility requirements. In other words, Mangopina was granted unjustified benefit despite its sheer lack of qualifications and patent multiple disqualifications.

ACCORDINGLY, the appeal is DISMISSED. The Decision dated December 7, 2023, and Resolution dated April 3, 2024 of the Sandiganbayan in Criminal Case No. SB-19-CRM-0099 are AFFIRMED.

Accused-appellants Orville Fua y Ano-Os, Rose Marie Tomogsoc y Villacampa, Natalio Bongcawel Jumawan, Jr., Sue Agnes Castillon y Aljas, and Merlyn Estallo Lu are found GUILTY beyond reasonable doubt of violation of Section 3(e) of Republic Act No. 3019, as amended. They are sentenced to the indeterminate penalty of six years and one month, as minimum, to 10 years, as maximum, and declared perpetually disqualified from holding

public office.

SO ORDERED.

Leonen, SAJ. (Chairperson), J. Lopez, Kho, Jr., and Villanueva, JJ., concur.

[1] Rollo, pp. 3-4, 5-6.

[2] Id. at 11-94. Penned by Presiding Justice Amparo M. Cabotaje-Tang and concurred in by Associate Justices Bernelito R. Fernandez and Ronald B. Moreno, Third Division, Sandiganbayan, Quezon City.

[3] Republic Act No. 3019 (1960), Anti-Graft and Corrupt Practices Act.

[4] Rollo, pp. 98-134. Penned by Presiding Justice Amparo M. Cabotaje-Tang and concurred in by Associate Justices Bernelito R. Fernandez and Ronald B. Moreno, Third Division, Sandiganbayan, Quezon City.

[5] Id. at 12-13.

[6] Id. at 21-51.

[7] Id. at 63.

[8] Id.

[9] Id. at 63-64.

[10] Id.

[11] Id. at 64.

[12] Id.

[13] Id. at 64-65.

[14] Id. at 65.

[15] Id.

[16] Id. at 66.

[17] Id. at 23-26.

[18] Id.

[19] Id. at 30-31.

[20] Id. at 30-35.

[21] Id.

[22] Id.

[23] Id.

[24] Id. at 35-40.

[25] Id. at 35-36.

[26] Id.

[27] Id.

[28] Id. at 40-43.

[29] Id.

[30] Id. at 43-44.

[31] Id. at 44-47.

[32] Id.

[33] Id.; Presidential Decree No. 1144 (1977), Creating the Fertilizer and Pesticide Authority and Abolishing the Fertilizer Industry Authority.

[34] Id. at 61.

[35] Id. at 11-94.

[36] Id. at 92-94.

[37] Id. at 98-134.

[38] Id. at 348-386.

[39] Id. at 291-321.

[40] *Canlas v. People*, 870 Phil. 880, 886 (2020) [Per J. Inting, Second Division].

[41] *Rollo*, p. 67.

[42] Id.

[43] 874 Phil. 144 (2020) [Per J. Reyes, Jr., First Division].

[44] Id. at 153.

[45] *Rollo*, pp. 69-70.

[46] Id.

[47] Republic Act No. 9184 (2003), Government Procurement Reform Act.

[48] *Rollo*, p. 70.

[49] Id. at 71-73.

[50] Id.

[51] Id. at 85.

[52] Id., at 65.

[53] Implementing Rules and Regulations of Republic Act No. 9184.

....

Section 22. Pre-bid Conference

22.1

For contracts to be bid with an ABC of One Million Pesos (P1,000,000.00) or more, the BAC shall convene at least one (1) pre-bid conference to clarify and/or explain any of the requirements, terms, conditions, and specifications stipulated in the Bidding Documents. For contracts to be bid with an ABC of less than One Million Pesos (P1,000,000), pre-bid conferences may be conducted at the discretion of the BAC. Subject to the approval of the BAC, a pre-bid conference may also be conducted upon written request of any prospective bidder.

....

[54] Implementing Rules and Regulations of Republic Act No. 9184.

....

Section 23. Eligibility Requirements for the Procurement of Goods and Infrastructure Projects

23.1

For purposes of determining the eligibility of bidders using the criteria stated in Section 23.4 of this IRR, only the following documents shall be required by the BAC, using the forms prescribed in the Bidding Documents:

a)

Class "A" Documents

Legal Documents

i)

Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives.

ii)

Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

A recently expired Mayor's/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit, shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of this IRR.⁵⁰

iii)

Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). Technical Documents

iv)

Statement of the bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.

v)

Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of this IRR, within the relevant period as provided in the Bidding Documents in the case of Goods.

All of the above statements shall include all information required in the PBDs prescribed by the GPPB.

vi)

In the case of procurement of Infrastructure Projects, a valid Philippine Contractors Accreditation Board (PCAB) License or Special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract to be bid.

Financial Documents

vii)

The bidder's audited financial statements, showing, among others, the bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.^(a)

viii)

The bidder's computation of Net Financial Contracting Capacity (NFCC). However, in the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its

NFCC computation.(a)

b)

Class "B" Document

For Goods, valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

For Infrastructure Projects, JV bidders shall submit a JVA in accordance with R.A. 4566 and its IRR.

Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

....

[55] Rollo, p. 64.

[56] Id. at 64-65.

[57] Id.

[58] Id. at 40-43.

[59] Id.

[60] 540 Phil. 477 (2006) [Per J. Callejo, Sr., First Division].

[61] Id. at 497.

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