



Republic of the Philippines
SUPREME COURT
 Manila

THIRD DIVISION

CERTIFIED TRUE COPY

WILFRIDO M. LANTION
 Division Clerk of Court
 Third Division
 FEB 22 2017

**OFFICE OF THE DEPUTY
 OMBUDSMAN FOR THE
 MILITARY AND OTHER LAW
 ENFORCEMENT OFFICES,**

Petitioner,

- versus -

P/S SUPT. LUIS L. SALIGUMBA,
 Respondent.

G.R. No. 223768

Present:

VELASCO, JR., *J.*, Chairperson,
 PERALTA,^{*}
 BERSAMIN,
 REYES, and
 CAGUIOA,^{** JJ.}

Promulgated:

February 22, 2017

X----------X

DECISION

VELASCO, JR., *J.*:

For resolution is the Petition for Review on Certiorari under Rule 45 of the Rules of Court filed by petitioner Office of the Deputy Ombudsman for the Military and Other Law Enforcement Offices against respondent P/S Supt. Luis L. Saligumba, assailing the December 23, 2014 Decision¹ and March 21, 2016 Resolution² of the Court of Appeals (CA) in CA-G.R. SP No. 130930.

The facts, as narrated by the CA, follow:

The Annual Procurement Plan for the CY 2008 of the PNP, under the Capability Enhancement Program Funds, included the procurement of 75 police rubber boats (PRBs) and 18 spare engines or outboard motors (OBMs), to be used by the PNP Maritime Group (MG). As the end-user of the PRBs and spare OBMs, the MG created a Technical Working Group (TWG) ‘tasked to determine the best suited watercraft for maritime law enforcement and maritime security mandates’ of the MG.

x x x x

^{*} Designated additional Member per Raffle dated February 22, 2017; Jardeleza, *J.*, no part, due to his prior action as Solicitor General.

^{**} Designated as Fifth Member of the Third Division per Special Order No. 2417 dated January 4, 2017.

¹ *Rollo*, pp. 79-109. Penned by Associate Justice Vicente S.E. Veloso and concurred in by Associate Justices Jane Aurora C. Lantion and Nina G. Antonio-Valenzuela.

² *Id.* at 110.

The MG-TWG thereafter revised on 20 October 2008 its recommended specifications as follows:

<u>Item</u>	<u>Specifications</u>
Measurement:	
Length	4.5 – 5.5 meters
Breadth	1.7 – 2.5 meters
Inside Length	3.2 – 5.2 meters
Inside Breadth	0.7 – 1.5 meters
Capacity	10 Persons minimum
Engine	Single OBM Min 60HP/4 stroke EFI
Speed	20 knots

Respondent Angelo H. Sunglao, then Director of the MG, signed and approved MG-TWG Resolution No. 2008-01 dated 27 May 2008 and its revised form dated 20 October 2008.

Revised Resolution No. 2008-01 was submitted to the PNP Uniform and Equipment Standardization Board (UESB). x x x [In] its Resolution No. 2008-34 dated 7 November 2008, the UESB adopted *in toto* the PRB standard specifications recommended by the MG-TWG.

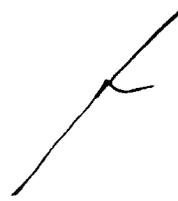
UESB Resolution No. 2008-34 was endorsed to the National Police Commission (NAPOLCOM) for final approval. x x x [The] NAPOLCOM issued Resolution No. 2009-223 dated 16 April 2009 providing for the standard specifications for PRBs, to wit:

<u>Item</u>	<u>Specifications</u>
Measurement:	
Overall Length	4.5 to 5.9 meters
Overall Breadth	1.7 to 2.7 meters
Inside Length	3.2 to 5.2 meters
Inside Breadth	0.7 – 1.6 meters
Capacity	12 persons maximum
Engine	Single OBM, 40 horsepower (min) 4-stroke EFI or <i>BETTER</i>
Speed	20 knots (minimum)

The NAPOLCOM reduced the engine requirement to 40 horsepower (HP) minimum to enable proponents to comply therewith, ‘for the UESB proposal of 60HP minimum engine requirement for the outboard motor (OBM) appears too high to the common engine specifications.’ The minimum capacity of 10 persons in the UESB proposal was changed to 12 persons ‘for the reason that reference to a minimum capacity may not limit the number of passengers of the boat.’

x x x x

On 9 September 2009, the PNP National Headquarters Bids and Awards Committee (NHQ BAC) conducted the opening of bids for ‘1 lot for 75 units of PRBs and 18 units of 40HP spare engines.’ x x x



Three proponents participated in the bidding, namely: 1) Joint Venture of EnviroAire and Stoneworks Specialist International Corporation; 2) Joint Venture of ACMI Office Systems and Qinhuan Yaohuan RPF; and 3) Joint Venture of FABMIK Construction and Equipment Co. and Geneve S.A. Phils., Inc. Only the Joint Venture of EnviroAire and Stoneworks Specialist International Corporation passed the eligibility check and its bid was found to be within the approved budget for the contract, hence, the said venture was set for post-qualification.

Pending result of the post-qualification, typhoons *Ondoy* and *Pepeng* struck the country. Citing as reason the emergency situation brought by the typhoons, the NHQ BAC, in its Resolution No. 2009-61 dated 19 October 2009, recommended to the PNP Chief the discontinuance of the bidding process for the PRBs and spare OBMs and the resort to negotiated procurement x x x.

x x x x

Pursuant to the approved NHQ BAC Resolution No. 2009-61, a Negotiation Committee was created x x x [to undertake] negotiation for the procurement of 75 PRBs and 18 spare OBMs on 21 October 2009 with invited suppliers, namely, EnviroAire, Inc. ('EnviroAire'), Geneve SA Philippines ('Geneve'), Bay Industrial Philippines Corp. ('Bay Industrial'), and ACMI.

During the negotiation, the Committee required that: 'a) the delivery of the PRBs and Spare Engines for the PRBs should be made within two weeks from receipt of the notice to proceed or earlier; b) the items offered must conform to the NAPOLCOM approved technical specifications; and c) the price must be the same with the price submitted during the public bidding held on September 9, 2009, or lower. According to the Negotiation Committee, however, 'none of the suppliers could deliver the entire 75 units PRB and 18 units Spare Engines for PRBs within a period of two weeks, [the suppliers] claiming that their respective principals do not have sufficient stocks of rubber boats consistent with the specifications of the PNP' and they could only deliver within two weeks the following:

Supplier	Item	Quantity
EnviroAire	PRB	24
	OBM	93
Geneve	PRB	41
Bay Industrial	PRB	10

To address the situation where none of the invited suppliers could solely deliver the 75 PRBs and 18 spare OBMs within two weeks from notice to proceed, the NHQ BAC issued Resolution No. 2009-76 dated 24 November 2009 recommending the revision of the PNP Annual Procurement Plan for CY 2008 with respect to the procurement of PRBs to reflect separate purchase of OBMs from PRBs, to wit:

Items	ABC/Unit	Total ABC
75 unit PRBs	P1,199,000.00	P89,925,000.00
93 units OBMs	P500,000.00	P46,500,000.00

x x x x

On 18 December 2009, the NHQ BAC Negotiation Committee issued Resolution No. 2009-13 recommending the award of contracts and purchase orders to the following suppliers:

<u>Supplier</u>	<u>Units</u>	<u>Amount</u>
EnviroAire	24 PRBs without engine	P27,960,000.00
	93 60HP OBMs	P44,175,000.00
Geneve	41 PRBs without engine	P47,765,000.00
Bay Industrial	10 PRBs without engine	P11,650,000.00
Total		P131,550,000.00

The recommendation was adopted by the NHQ BAC in its Resolution No. 2009-93 dated 18 December 2009, which resolution was approved by respondent Verzosa as PNP Chief. The PNP, represented by respondent Ticman, entered into four separate supply contracts all dated 18 December 2009 with the following suppliers:

- a) EnviroAire represented by respondent Harold Ong for the supply of 93 units of OBM Mercury 60 Horse Power with a total contract price of P44,175,000.00;
- b) EnviroAire represented by respondent Harold Ong for the supply of 10 units of PRB with a total contract price of P11,650,000.00;
- c) Geneve represented by respondent Senen Arabaca for the supply of 41 units of PRB with a total contract price of P47,765,000.00; and
- d) Bay Industrial represented by respondent Alex Tayao for the supply of 10 units of PRB with a total contract price of P11,650,000.00.

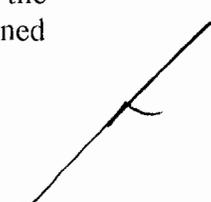
All supply contracts were approved by respondent Verzosa as PNP Chief.

x x x x

PRBs delivered by Geneve

Geneve delivered 41 units of PRB to the PNP on 29 December 2009. It, however, partially delivered PRB accessories on 29 March 2010, and the rest on 6 April 2010.

The PNP Directorate for Comptrollership (DC) which conducted an inspection on 19 January 2010 of the delivered items from Geneve stated in its Inspection Report prepared on even date that the PRBs were found to be in good order/condition and in accordance/conforming to the approved NAPOLCOM specifications. The Inspection Report was signed by Avensuel G. Dy.



Also on 19 January 2010, the PNP Directorate for Research and Development (DRD) conducted an ocular inspection of the units delivered and issued Weapons Transportation and Communication Division (WTCD) Report No. T2010-02-A dated 21 January 2010 x x x which indicated that the delivered items conformed to the NAPOLCOM-approved specifications for PRBs x x x. The WTCD Report was recommended for approval by respondent Joel Crisostomo L. Garcia, which recommendation was concurred in by respondent Luis L. Saligumba, and approved by respondent Belarmino, Jr. as Director of the DRD.

In its Resolution No. 2010-09 dated 15 February 2010, the Inspection and Acceptance Committee (IAC) composed of respondents George Q. Piano as Chairman, Luis L. Saligumba, Job Nolan D. Antonio, and Edgar B. Paatan, as members, accepted the 41 units of PRB delivered by Geneve.

Disbursement Voucher (DV) No. O(M)-281209-029 dated 16 February 2010 was issued in the amount of P45,206,160.72 representing the payment of the 41 units of PRB delivered by Geneve. [The corresponding check] was received on 19 April 2010 by Geneve, represented by respondent Senen Arabaca as General Manager.

PRBs delivered by EnviroAire

EnviroAire delivered 24 units of PRB to the PNP x x x. The PNP DC inspected the units on 27 January 2010 and its Inspection Report Form stated that the rubber boats were found to be in good order/condition and in accordance/conforming to the approved NAPOLCOM specifications. The Inspection Report was signed by PO3 Avensuel G. Dy as Property Inspector.

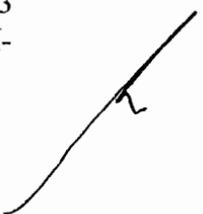
The PNP DRD conducted an ocular inspection of the 24 units also on 27 January 2010 and issued WTCD Report No. T2010-04 dated 3 February 2010. The Report indicated that the delivered items conformed to the NAPOLCOM-approved specifications for PRBs. **The WTCD Report x x x was recommended for approval by respondent Garcia, concurred in by respondent Saligumba, and approved by respondent Belarmino, Jr.**

The IAC composed of respondents Piano as Chairman, Saligumba, Antonio, and Paatan, as members, accepted the 24 units of PRB delivered by EnviroAire by Resolution No. 2010-10 dated 15 February 2010.

DV No. O(M)-160210-036 dated 16 February 2010 covered the payment of P27,960,000.00 to EnviroAire for the 24 units of PRB. x x x A check for P27,960,000.00 dated 3 March 2010 was received on even date by respondent Harold Ong as representative and Vice President of EnviroAire.

PRBs delivered by Bay Industrial

Bay Industrial delivered ten units of PRB to the PNP x x x. The Inspection Report issued by the PNP DC stated that the goods were in good condition. The DRD, which conducted an ocular inspection of the units on 22 January 2020, concluded in WTCD Report No. T2010-03 dated February 2010 that the PRBs conformed to the NAPOLCOM-



approved PNP specifications. The Report x x x was recommended for approval by respondent Garcia, concurred in by respondent Saligumba, and approved by respondent Belarmino, Jr. as the Director for Research and Development.

The IAC accepted the ten units of PRB in its Resolution No. 2010-11 dated 24 February 2010. The IAC Resolution was signed by respondents Saligumba, Antonio, and Paatan.

DV No. O(M)-150110-031 dated 15 April 2010 covering the payment of P11,025,892.87 to Bay Industrial was x x x approved by respondent Versosa. A check for the said amount dated 22 April 2010 was received by respondent Alex Tayao as representative and Vice President of Bay Industrial Philippines on even date.

OBMs delivered by EnviroAire

EnviroAire delivered to the PNP thirty sets of OBM on 29 December 2009 x x x; 50 sets on 11 February 2010 x x x; and ten sets on 2 March 2010 x x x. The DRD conducted an ocular and technical inspection of the OBMS on 5 March 2010 and subsequently issued WTCD Report Number T2010-07 dated 8 March 2010. The Report stated that all the OBMs conformed to the NAPOLCOM-approved specifications, with a notation that ten units with 40hp 'will be replaced with 60HP OBM upon arrival of the same from Singapore by early May 2010.' The WTCD Report x x x was recommended for approval by respondent Garcia, which recommendation was concurred in by respondent Saligumba, and approved by respondent Belarmino, Jr. as the DRD.

In Resolution No. 2010-18 dated 29 March 2010, the IAC resolved to accept the 93 OBMs delivered by EnviroAire. The IAC resolution was signed by respondents Alfredo Caballes, as Chairman of IAC, Saligumba, Antonio and Annalee R. Forro as Secretary.

DV No. O(M)-290310-052 dated 30 March 2010 covered the payment of P41,808,482.15 to EnviroAire for the 93 OBMs. x x x It was approved for payment by respondent Verzosa. Payment in the form of check was received by respondent Ong on 22 April 2010, as shown in box 'D' of the DV.

In sum, the PNP accepted the following items from the suppliers and paid them the following amounts:

<u>Supplier</u>	<u>Item</u>	<u>Quantity</u>	<u>Date of Delivery</u>	<u>Amount</u>
EnviroAire	Apex A-47 A1 Rubber Boats	24	29 Dec 2009	P27,960,000.00
	Mercury 60HP Outboard Motor	93	29 Dec 2009 11 Feb 2010 2 March 2010	P44,175,000.00
Geneve	Zodiac FC 470 Rubber Boats	41	29 Dec 2009 6 April 2010 (delivery of accessories)	P47,765,000.00
Bay	Lodestar HKS	10	4 January 2010	P11,650,000.00

Industrial	480	Rubber			
	Boats				

Upon receipt of the initial batch of PRBs and OBMs, the PNP MG, through its Technical Inspection Committee on Watercrafts (MG-TICW), conducted an inspection and sea trial of the PRBs and OBMs and discovered various deficiencies in these equipments, which make their use risky to end-users.

x x x x

Acting on newspaper reports that the police rubber boats and outboard motors that were purchased by the PNP do not function when fitted together, the FFIB, OMB-MOLEO conducted an investigation on the aforesaid procurement by PNP:

The investigation of the FFIB resulted in a Complaint for Gross Neglect of Duty and Gross Incompetence [against 21 officials and officers of the PNP, including respondent].

x x x x

The OMB-MOLEO narrated [respondent's] defense in his Counter-Affidavit as follows:

S. Respondent Luis L. Saligumba

Respondent Saligumba is being charged as member of the PNP IAC. He vehemently denies the charges against him. He claims that the role of the IAC was to determine whether the deliveries were in conformity with the specifications in the Purchase Order, and not to conduct sea trial.

He explains that upon the directive of the Chairman of the IAC, the DRD inspected the deliveries of the 75 PRBs and 93 OBMs and issued inspection reports, WTCD Report Nos. T2010-02A, T2010-03, T2010-04 and T2010-07. **Respondent Garcia, who led the inspection, reported that the PRB and OBM units were in conformity with the NAPOLCOM specifications.** Furthermore, respondent **Belarmino, Director of DRD, issued Memoranda dated 1, 10, and 12 February 2010 stating that the PRBs and OBMs were in conformity with the specifications of the NAPOLCOM.** Hence, he (Saligumba) signed the IAC Resolutions based on the reports of the inspection team and the memoranda of respondent Belarmino which all appeared to be regular.

Respondent avers that he did not personally inspect the items delivered since a group of experts and selected personnel knowledgeable of rubber boats had conducted the inspection for him.

Resolving the issue of "Whether or Not There Exists Substantial Evidence For Grave Misconduct, Gross Neglect of Duty and/or Gross Incompetence Against Members of the IAC for Alleged Failure to Properly Inspect the Deliveries Consistent With the Interest of the Government", the OMB-MOLEO held:

Re: Liability of the *Inspection and Acceptance Committee*

The members of the IAC are being blamed for their: 1) failure to ensure that the deliveries are complete; 2) to ensure that the deliveries conform to the NAPOLCOM-approved specifications; and 3) failure to ascertain the functional compatibility of the PRBs and OBMs prior to acceptance. Members of the IAC counter that they merely relied on the WTCD reports issued by the DRD which stated that the delivered PRBs and OBMs conformed to the NAPOLCOM standard specifications.³

On January 9, 2013, the Office of the Ombudsman rendered a Decision finding the charged public officials and officers administratively liable, ranging from simple neglect of duty to grave misconduct. As regards respondent, the Ombudsman found him guilty of simple neglect of duty and imposed the penalty of suspension from service for a period of six (6) months. The dispositive portion of the said decision partly reads:

WHEREFORE, this Office finds:

x x x x

2) **GEORGE Q. PIANO, LUIS L. SALIGUMBA, JOB NOLAN D. ANTONIO, and EDGAR B. PAATAN**, all members of the Inspection and Acceptance Committee, liable for **SIMPLE NEGLIGENCE OF DUTY**, and are hereby meted the penalty of **SUSPENSION FROM THE SERVICE for a period of SIX MONTHS WITHOUT PAY**. If the penalty of suspension can no longer be served by reason of retirement or resignation, the alternative penalty of fine equivalent to their respective salaries for six (6) months shall be imposed.⁴

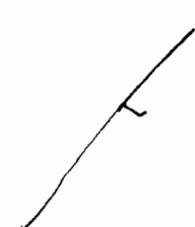
In holding respondent administratively liable for simple neglect of duty, the Ombudsman ruled that while persons other than those formally appointed as inspectors may be authorized to conduct the inspection, the members of the IAC are still expected to exercise due diligence in seeing to it that the policies or guidelines for inspection are dutifully observed, which they failed to do so.

The WTCD reports, per the Ombudsman, relied upon by IAC members and prepared by the actual inspectors, contained remarks that the PRBs delivered lacked some accessories. The WTCD reports also provided information showing non-compliance with the NAPOLCOM standard specifications. Thus, the IAC members should have not accepted the deliveries of the PRBs.

Too, the 93 units of OBMs delivered by EnviroAire should not have also been accepted. The WTCG report pertaining to the delivered OBMs stated that ten (10) units of 40HP OBM would still have to be replaced by the supplier by early May 2010. As there was no proper compliance with what was required in the Supply Contract, the delivery of 93 units of OBMs

³ Id. at 16-25, 27, 32-33.

⁴ Id. at 222-223.



by EnviroAire should not have been accepted.

In its Order dated June 24, 2013, the Ombudsman denied respondent's motion for reconsideration.

On December 23, 2014, the CA set aside the Decision of the Ombudsman, the *fallo* of which reads:

WHEREFORE, the petition is GRANTED. The assailed decision dated January 9, 2013 finding [respondent] guilty of simple neglect of duty and penalizing him with six months suspension without pay, as well as the Order dated June 24, 2013 denying [respondent's] motion for reconsideration are SET ASIDE.

SO ORDERED.⁵

The Ombudsman moved for, but was denied, reconsideration via Resolution dated March 21, 2016.

Hence, this petition for review on the sole issue of whether the CA erred in setting aside the Decision of the Office of the Ombudsman.

The petition is meritorious.

In its assailed decision, the CA justified its reversal of the Ombudsman's Decision in the following manner, to wit:

The Court finds it strange that while respondent Joel Crisostomo L. Garcia who "recommended for approval" the WTCD reports was merely suspended for one (1) month, [respondent] Saligumba, who relied on said report and merely affixed his concurring signatures thereon, was penalized with six (6) months suspension. Public respondent OMB-MOLEO may have been correct in imposing upon Joel Crisostomo L. Garcia the penalty of "one (1) month" suspension without pay for his act of recommending the approval of the WTCD report. But such should have been considered, at worst, as the yardstick in penalizing petitioner for the lighter role he played in merely concurring on what Garcia recommended. That such was ignored, this Court already finds it imperative to set aside the assailed decision and order. Clearly, the [respondent] was denied his right to equal protection of the law.

What is more, the assailed decision found substantial evidence to dismiss Henry Duque ([respondent's] co-respondent below) for the Grave Misconduct and Gross Neglect he committed, viz:

g. Henry Duque issued a false Certificate of Widest Dissemination dated December 18, 2009 reading: 'THIS IS TO CERTIFY that the Invitation to Apply for Eligibility and to Bid was published in newspaper on May 12, 2009 on the bidding of 24 units of PRBs w/o Engine conducted on September 9, 2009 at the PNP Ante Room and it was also posted at the PHILGEPS and in conspicuous places with Camp Crame in compliance with RA

⁵ Id at 108.

9184.

h. There exists substantial evidence to hold the named officials in the Supplemental Complaint, together with the respondents enumerated in the Complaint dated 15 November 2011, liable for Grave Misconduct and Gross Neglect of Duty.

Yet, the charges against HENRY Y. DUQUE were DISMISSED for lack of sufficient evidence. With such second instance of denial of his constitutional right to equal protection of the laws, [respondent] evidently deserves an absolution of the charge of simple neglect of duty. [His] constitutional right to equal protection of the laws as mandated by the Bill of Rights in Our Constitution compels Us to nullify the assailed decision and order.

But even if Garcia and Duque were meted six months suspension without pay and thus would divest Us of that compelling ground to apply the equal protection of the laws as above-discussed, still, it behooves Us to absolve [respondent] from the charge of Simple Neglect of Duty as on record is the undisputed argument of Ferdinand P. Yuzon, Pedro P. Cabatingan, Jr., Rico P. Payonga, Jessie Jerry R. Taduran and Nelson F. Ferrer and Marvin G. Reyes, that:

Respondents who are impleaded in the Supplemental Complaint in their capacity as Chairman, Vice-Chairman, and Members, respectively, of the MG-TWG, deny the charges against them and refute the allegations that the MG-TWG conceived technical specifications that brought about incompatible PRBs and OBMs.

They allege that their task in the MG-TWG was to help in the determination of the watercraft that would be best suited for maritime law enforcement and maritime security mandates of the MG in line with its Equipment Modernization Program. x x x They had dutifully given their best in determining the technical specifications for the watercraft that is best suited for law enforcement functions of the PNP-MG and that they had made the most appropriate recommendation. The technical specifications, by themselves, did not cause the alleged functional incompatibility of the PRBs and the OBMs. The functional incompatibility could be traced to the breaches in the procurement procedures and lapses in the performance of assigned duties during the procurement process, negotiation and acceptance. A PRB with a capacity of 12 persons is not per se incompatible with an OBM of 40HP (minimum) which may also be 50HP, 60HP or 80HP. What was of extreme importance was that both PRB and OBM were purchased as one lot and not separately, as required by NAPOLCOM Resolution No. 2009-223 and UESB Resolution No. 2008-34. The PRBs and OBMs should have been procured from a single supplier to ensure functional compatibility. The alleged functional incompatibility of the PRBs and OBMs was caused by the failure to follow the additional requirement of the UESB and NAPOLCOM Resolutions that the equipment must pass test and evaluation. Even the MG-TICW technical inspection and sea trial of PRBs and OBMs several months after acceptance did not find fault in the technical specifications.



If such explanation merited public respondent's dismissal of the charges against them, We see no reason why [respondent] may be held liable for the lesser offense of simple neglect over something that was beyond his scope of work.⁶

We disagree with the CA that respondent is not guilty of simple neglect of duty.

An examination of the records persuasively shows that the Office of the Ombudsman correctly held respondent guilty of simple neglect of duty.

The complaint charges respondent, as member of the IAC, together with other public individuals, with Gross Neglect of Duty and Gross Incompetence resulting from various irregularities in the procurement of PRBs and OBMs to be used by the PNP Maritime Group.

Under the PNP Procurement Manual, Series of 1997, the IAC is tasked to:

- a. Inspect deliveries in accordance with the terms and conditions of procurement documents;
- b. Accept or reject the deliveries; and
- c. Render Inspection and Acceptance Report to the Head of Procuring Agency.

In this case, respondent evidently neglected to efficiently and effectively discharge his functions and responsibilities. In his Counter-Affidavit, he even admitted that he did not personally inspect the deliveries since a group of experts and selected personnel knowledgeable of rubber boats had conducted the inspection for him.⁷

While they are not mandated to exclusively inspect the items delivered, respondent and other IAC members should not have merely relied on the reports and instead confirmed such findings by personally inspecting the deliveries, especially since there were noted discrepancies from the report. Prudence dictates that respondent should have brought it upon himself to personally check the said items. He cannot justify his acceptance of the deliveries when the very WTCD reports IAC members relied upon already show deviations of the NAPOLCOM specifications, as follows:

The WTCD reports relied upon by respondent IAC members which were prepared by the actual inspectors contained remarks that the PRBs delivered lacked some accessories. The WTCD reports also provided information showing non-compliance with the NAPOLCOM standard specifications. Pertinent portions of the WTCD reports are reproduced in the following tables:

The report on the visual inspection of 10 units of PRBs delivered by Bay Industrial:

⁶ Id. at 42-44.

⁷ Id. at 96.



Specifications for Police Rubber Boat (NAPOLCOM Resolution No. 2009-223)	Specifications of Lodestar HKS 480 Rubber Boat without OBM	Remark(s)
Color: Black or white with appropriate PNP markings (NAPOLCOM Res. No. 99-002)	Black	To be marked with PNP markings
Navigational Equipment: GPS (hand-held, water-resistant)	To be provided	Mandatory Requirement
Standard Equipment: Trailer with reflector and nylon ropes	To be provided	Mandatory Requirement
Aluminum roll-up floor boards/duck boards or better	Anti-skid floor board (anodized aluminum)	Equivalent
Aluminum shaft T-paddles, 4 (minimum)	Aluminum shaft T-paddles, 2 pcs	Additional paddles will be provided
Foot pump with hose (compatible)	Double action hand pump	Better
Extra fuel tank, 25-liter capacity	N/A (not provided)	Rubber boat only, as per negotiation
Two (2) units rubber fenders, 5-inch diameter (minimum)	To be provided	Mandatory Requirement
Working Float vest, 10 pcs or more	To be provided	Mandatory Requirement
Warranty: Three (3) years complete maintenance services (Integrated Logistics Support) and support (spare parts and lubricants)	The company provided a warranty of one (1) year for the boat	As per negotiation, the proponent offered one (1) year warranty, as stated in the contract
Other Requirements: a. Training package for 2 personnel per unit	The company will provide a 1-day seminar on proper care and maintenance of the rubber boats	Mandatory Requirement

The report on the visual inspection of 24 units of PRBs delivered by EnviroAire:

Specifications for Police Rubber Boat (NAPOLCOM Resolution No. 2009-223)	Apex A-47 AI Rubber Boat without OBM	Remark(s)
Color: Black or white with appropriate PNP markings (NAPOLCOM Res. No.)	Black	To be marked with PNP markings
Working float vest, 10	To be provided	Mandatory

pcs or more Other Requirements: b. Training package for 2 personnel per unit	The company will provide 6-day seminar on proper care and maintenance of the rubber boats (On-going)	Requirement Mandatory Requirement
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The report on the visual inspection of 41 units of PRBs delivered by Geneve:

Specifications for Police Rubber Boat (NAPOLCOM Resolution No. 2009-223)	Specifications of Zodiac FC 470 Futura Commando Rubber Boat without OBM	Remark(s)
Color: Black or white with appropriate PNP markings (NAPOLCOM Res. No. 99-002)	Black	To be marked with PNP markings
Navigational Equipment: (hand-held, water-resistant) GPS	To be provided, and one (1) GPS per boat	Mandatory Requirement
Standard Equipment: Trailer with reflector and nylon ropes	To be provided for each rubber boat	Mandatory Requirement
Canvass boat cover	To be provided for each rubber boat	Mandatory Requirement
Additional Equipment: Extra fuel tank, 25-liter capacity	N/A (not provided)	Rubber boat only, as per negotiation
Two (2) units rubber fenders, 5-inch diameter (minimum)	To be provided	Mandatory Requirement
Two (2) units flexible small life rings with rope, 10 meters	To be provided	Mandatory Requirement
Mooring/towing rope, 3/4-inch diameter, 50 meters long	To be provided	Mandatory Requirement
Maintenance Warranty: Three (3) years complete maintenance services (Integrated Logistics Support) and support (spare parts and lubricants)	The company provided a warranty of one (1) year for the boat	As per negotiation, the proponent offered one (1) year warranty, as stated in the contract.
Other Requirements: c. Training package for 2 personnel per unit	The company will provide 2-day seminar on proper care and maintenance of the rubber boats (On-going)	Mandatory Requirement ⁸

⁸ Id. at 34-37.

Clearly, the tables above show incomplete deliveries and deviations from the NAPOLCOM-approved specifications, which make respondent and other IAC members liable for simple neglect of duty.

Simple neglect of duty means the failure of an employee or official to give proper attention to a task expected of him or her, signifying a “disregard of a duty resulting from carelessness or indifference.”⁹ Respondent and other members of the IAC fell short of the reasonable diligence required of them, for failing to perform the task of inspecting the deliveries in accordance with the conditions of the procurement documents and rejecting said deliveries in case of deviation.

Simple neglect of duty is classified as a less grave offense punishable by suspension without pay for one month and one day to six months.¹⁰ Thus the imposition of the penalty of six months suspension by the Ombudsman is proper.

WHEREFORE, the petition is **GRANTED**. The assailed Decision and Resolution of the Court of Appeals in CA-G.R. SP No. 130930 are **REVERSED** and **SET ASIDE**. The Decision of the Ombudsman dated January 9, 2013 is hereby **REINSTATED**.

SO ORDERED.



PRESBITERO J. VELASCO, JR.
Associate Justice

⁹ *Republic v. Canastillo*, G.R. No. 172729, June 8, 2007, 524 SCRA 546, 555.

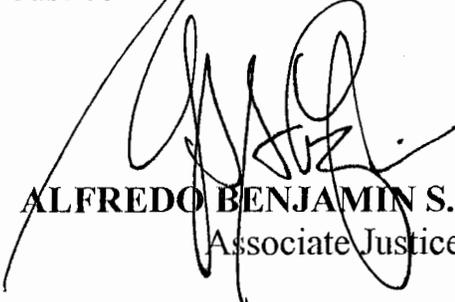
¹⁰ Sec. 22, Rule XIV of the Omnibus Civil Service Rules and Regulations. See *Civil Service Commission v. Rabang*, G.R. No. 167763, March 14, 2008, 548 SCRA 541.

WE CONCUR:


DIOSDADO M. PERALTA
 Associate Justice

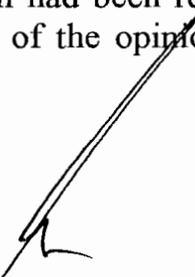

LUCAS P. BERSAMIN
 Associate Justice


BIENVENIDO L. REYES
 Associate Justice


ALFREDO BENJAMIN S. CAGUIOA
 Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.


PRESBITERO J. VELASCO, JR.
 Associate Justice
 Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.


MARIA LOURDES P. A. SERENO
 Chief Justice

CERTIFIED COPY

WILFREDO C. ESTAN
 Division Clerk of Court
 Third Division
 MAR 10 2017

