



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **09 November 2020** which reads as follows:*

“G.R. No. 227113 (*Rhona Joy L. Aragonés v. Department of Social Welfare and Development and Civil Service Commission*). — Petitioner Rhona Joy L. Aragonés assails the following dispositions of the Court of Appeals in CA-G.R. SP No. 140654, entitled “*Rhona Joy L. Aragonés v. Department of Social Welfare and Development and Civil Service Commission*.”

- 1) Decision¹ dated May 26, 2016 affirming petitioner’s dismissal from service; and
- 2) Resolution² dated August 18, 2016 denying reconsideration.

Antecedents

From December 15-18, 2010, the DSWD-Cordillera Administrative Region (DSWD-CAR) conducted its Regional Management Committee (RMANCOM), Regional Management Development Conference (RMDC), Regional General Assembly (RGA), and Christmas Party at the Thunderbird Pilipinas Hotel and Resorts, Inc. (Thunderbird Hotel). By email³ dated December 28, 2010, however, DSWD-CAR - Field Office (DSWD-CAR-

¹ Penned by Associate Justice Priscilla J. Baltazar-Padilla (retired Supreme Court Associate Justice) and concurred in by Associate Justices Remedios A. Salazar-Fernando and Melchor Quirino C. Sadang, all members of the Special Second Division, *rollo*, pp. 33-47.

² *Id.* at 49-50.

³ *Id.* at 34.

FO) employees reported irregularities which allegedly attended the lease of Thunderbird Hotel for that celebration, *viz.*:

1. The venue was pursued without official canvass and that the canvassers hesitantly signed the Request for Quotation (RFQ) on December 20, 2010 to facilitate payment;

2. The Regional Special Order for the RGA stated that the venue is Thunderbird Pilipinas Hotel and Resorts, Inc. but most of the employees were lodged somewhere;

3. Provision for transportation for most of the RGA participants was poorly coordinated resulting in the non-attendance of a number of employees in the activity;

4. A number of RGA participants felt discriminated having been billeted in poorly kept dormitories of such inferior quality compared to Thunderbird Hotel where the Regional Director, including some relatives and selected FO-CAR employees were lodged; and

5. The total expense incurred for the mentioned activities was excessive.

Acting thereon, then Department of Social Welfare and Development (DSWD) Secretary Corazon Juliano-Soliman (Secretary Juliano-Soliman) issued Special Order No. 133, s. 2011, creating a Fact-Finding Task Force to investigate the allegations.

The investigation revealed that on December 11, 2010, petitioner, in her capacity as Secretariat Head of the Bids and Awards Committee (BAC), DSWD-CAR-FO assumed the obligation to canvass for a venue for the RMANCOM, RMDC, RGA, and Christmas Party to be attended by 210 expected participants. The Approved Budget for the Contract was ₱317,000.00. She visited Thunderbird Hotel and was informed that it only had 36 available rooms which could only accommodate 144 guests. On December 13, 2010, petitioner reported to Director Porfiria M. Bernardez, the BAC members, and Accountant Rina Claire Reyes that Thunderbird Hotel could not accommodate the 210 participants.⁴

On December 15, 2010, the BAC opened the procurement of a lease contract for board and lodging for the 210 expected participants during the agency's activities, albeit the procurement was never posted on the PhilGEPS website. Despite its lack of capacity to hold the event, Thunderbird Hotel submitted its quotation for 210 participants. Meanwhile, petitioner instructed Thunderbird Hotel to produce two (2) more quotations from other establishments to make it appear there were three (3) price quotations obtained.⁵

⁴ *Id.* at 79-81.

⁵ *Id.* at 82.

Thunderbird Hotel emerged as the lowest bidder. Without conducting post-evaluation to confirm the veracity of the information submitted by Thunderbird Hotel, it was awarded the lease contract.⁶

As it turned out, Thunderbird failed to accommodate all the participants during the event. Based on the Disbursement Voucher and supporting documents for the event, only 18 participants were lodged at Thunderbird Hotel while 92 others were billeted at Normi2's and Seabay.⁷ To facilitate payment to Thunderbird Hotel though, petitioner induced the canvassers to sign Requests for Quotations (RFQs) to make it appear that they performed ocular inspections before awarding the lease contract to Thunderbird Hotel when in truth they did not.

The Task Force submitted its Fact-Finding Report, recommending that petitioner, along with other erring DSWD employees, be charged with Dishonesty and Grave Misconduct. On May 16, 2011, Undersecretary Mateo G. Montano issued the Show Cause Order to petitioner,⁸ viz.:

1. Conniving with certain personnel of Thunderbird Hotel in falsely producing price quotations to make it appear that there was competition that happened in the procurement for the venue of the December 2010 RMANCOM, RMDC, and RGA;

2. Making misrepresentations to the chair of the Field Offices' Bids and Award Committee to induce her to improperly sign contracts with Thunderbird Hotel for the December 2010 RMANCOM, RMDC, and RGA;

3. Failing to comply with the standard regulation on posting in the PhilGEPS and DSWD FO-CAR websites, and in conspicuous places in the field office, for the procurement for the venue of the December 2010 RMANCOM, RMDC, and RGA;

4. Conniving with certain personnel of Thunderbird Hotel in violating and compromising the requirement of transparency and competitiveness as mandated under Republic Act No. 9184 and falsely producing price quotations to make it appear that there was competition that happened in the procurement for the venue of December 2010 RMANCOM, RMDC, and RGA; and

5. Inducing and influencing the canvassers for the procurement for the venue of the December 2010 RMANCOM, RMDC, and RGA into signing Requests for Quotations (RFQs) that they did not actually process; and

6. Directly entering into an agreement with Thunderbird Hotel with detailed terms and conditions, e.g., distribution of the board and lodging budget for those who will not be able to attend the RGA but were included in the 210 reserved pax, for the December 2010 RMANCOM, RMDC, and RGA, which is grossly disadvantageous to the government, in violation of the Department's policy on austerity, and without appropriate authorization.

⁶ *Id.* at 79-81.

⁷ *Id.*

⁸ *Id.* at 90-91.

In her Explanation⁹ dated June 25, 2011, petitioner essentially countered:

First. All transactions with Thunderbird were with the knowledge and conformity of the BAC. In fact, Accountant Rina Claire Reyes even gave inputs on how they could push through with the lineup of December events despite budget constraints.

Second. She did not induce the BAC Chairperson to sign the contract with Thunderbird Hotel. She only followed-up the contract in view of a letter by one Angela Peralta of Thunderbird Hotel assuring the agency that they could host the event.

Third. As for non-compliance with the physical and electronic posting requirement, she assumed that the other members of the BAC Secretariat assigned to do this task had done it. She, nevertheless, apologized for the inadvertence as it was the Secretariat Head's duty to see to it that projects and activities were electronically posted on the PhilGEPS and DSWD websites, and physically posted in a conspicuous area within the office vicinity.

Fourth. She did not connive with Thunderbird Hotel's personnel to produce additional price quotations.

Fifth. She neither induced nor influenced the canvassers to sign the RFQs. It was the canvassers themselves who processed these documents.

Sixth. She denied directly entering into an agreement with Thunderbird Hotel. Almost everyone from the BAC, the Secretariat, and other employees were aware of the arrangement and even participated in the activity at Thunderbird Hotel. Too, supporting documents showed that payments passed through the office's usual process.

Finding the explanation unsatisfactory, Secretary Juliano-Soliman formally charged¹⁰ petitioner with:

1) **Grave Misconduct** for conniving with Thunderbird Hotel's personnel to falsely produce price quotations, thus making it appear that there was competition in the procurement of the venue of the December 2010 DSWD RMANCOM, RMDC, RGA, and Christmas Party in violation of Republic Act No. 9184 (RA 9184), the Government Procurement Reform Act.

⁹ *Id.* at 36-38.

¹⁰ *Id.* at 94-95.

2) **Simple Neglect of Duty** for non-compliance with the standard regulation on posting in the PhilGEPS, DSWD-CAR-FO website, and in a conspicuous place in violation of RA 9184.

3) **Serious Dishonesty and Grave Misconduct** for inducing and influencing the canvassers to sign the RFQs which they did not actually process.

In her Answer with Manifestation,¹¹ petitioner adopted her Explanation dated June 25, 2011 and requested a formal investigation.

During the pre-hearing conference, petitioner admitted the acts and omissions in the formal charge, but argued they did not necessarily constitute Serious Dishonesty or Grave Misconduct. She, too, invoked the mitigating circumstances of admission of guilt, first offense, length of service (17 years in the government service), and being a dedicated public servant with very satisfactory performance rating.

The prosecution no longer presented evidence in view of petitioner's admission. The parties submitted their respective position papers instead.¹²

In her Position Paper¹³ dated December 10, 2012, petitioner retracted her earlier admissions and denied all the acts complained of in the formal charge. For petitioner, the offenses only amounted to Simple Neglect of Duty. She denied conniving with Thunderbird Hotel's personnel. She presumed that the other members of the Secretariat posted the procurement activity in the PhilGEPS, DSWD-CAR-FO website, and in conspicuous places within the office vicinity as it was the usual practice in the previous projects. Lastly, she did not induce the canvassers to sign the RFQs. At any rate, the purported deviation from the procurement procedure was only intended to ensure that the activity push through as planned.

The DSWD,¹⁴ through Atty. Marijoy D. Segui, countered that petitioner's sincere admission of the acts and omissions in the formal charge during the pre-hearing conference was an admission of guilt. It interposed no objection to the invocation of the mitigating circumstances and admitted that no corruption attended the procurement.

The Department of Social Welfare and Development's Ruling

Under Decision¹⁵ dated November 12, 2013, Secretary Juliano-Soliman found petitioner guilty of Grave Misconduct and Serious Dishonesty and ordered her dismissal from service, viz.:

¹¹ *Id.* at 98-99.

¹² *Id.* at 76.

¹³ *Id.* at 111-116.

¹⁴ *Id.* at 103-110.

¹⁵ *Id.* at 129-138.

WHEREFORE, premises considered, we find respondent Rhona Joy L. Aragonés **GUILTY** of *Grave Misconduct* and *Serious Dishonesty*.

Accordingly, the penalty of **Dismissal from the Service** is imposed upon her, with its accessory penalties of cancellation of eligibility, forfeiture of retirement benefits, and perpetual disqualification from holding public office.

SO ORDERED.¹⁶

According to Secretary Juliano-Soliman, petitioner initiated and orchestrated the circumvention of the procurement process when she failed to post the notice for the procurement of the venue of the activities, connived with Thunderbird Hotel's personnel to produce false price quotations, and induced the canvassers to sign false RFQs. Absence of corruption did not necessarily preclude the finding of Grave Misconduct.

Petitioner moved for reconsideration¹⁷ on ground that the pre-hearing conference was tainted with deception on the part of the prosecuting attorney. Several off-record statements allegedly showed that she was hesitant to admit the charges hurled against her. She prayed that her admissions during the pre-hearing conference be set aside.

By Order¹⁸ dated June 19, 2014, petitioner's motion for reconsideration was denied for lack of merit. There was no showing that the prosecuting counsel deceived petitioner for the purpose of extracting a confession from her. As Head of the BAC Secretariat, her duty was not to ensure that the activity would push through but to ensure compliance with the procurement process.

The Civil Service Commission's (CSC) Ruling

In its Decision¹⁹ dated December 16, 2014, the CSC affirmed with modification. It imposed as well the accessory penalty of disqualification from taking the civil service examination. It held that petitioner's right to due process was not violated. Petitioner failed to substantiate her claim that the proceedings before the DSWD were tainted with deception. On the contrary, petitioner was duly assisted by counsel when she admitted the charges during the pre-hearing conference. At any rate, the charges were supported by the Fact-Finding Report. More, the mitigating circumstances of length of service and first offense were not applied because the penalty of dismissal was indivisible.

¹⁶ *Id.* at 138.

¹⁷ *Id.* at 139-140.

¹⁸ *Id.* at 139-142.

¹⁹ *Id.* at 71-84.

The Court of Appeals' Ruling

By its assailed Decision²⁰ dated May 26, 2016, the Court of Appeals affirmed. Petitioner moved for reconsideration but the same was denied under Resolution²¹ dated August 18, 2016.

The Present Petition

Petitioner now seeks affirmative relief from the Court. She argues that the elements to qualify the alleged offense to Grave Misconduct are not present. *First*, the element of corruption is absent in view of the CSC's admission that she did not benefit from the complained acts. *Second*, the deviations from the procurement procedure were brought about by her intention to ensure that the activity would push through, negating the element of flagrant disregard of the law and established rules. The fact that Thunderbird Hotel was identified as the lowest bidder should not be totally blamed on her since it was the collective act of the BAC. In the absence of any qualifying circumstance, she is only liable for Simple Misconduct.

Anent the charge of dishonesty, it is the management of Thunderbird Hotel which should be penalized for misrepresenting that they could accommodate 210 participants. She denied colluding with Thunderbird Hotel to secure two (2) more quotations from other establishments.

The DSWD,²² through the Office of the Solicitor General (OSG), ripostes that petitioner is liable for (1) non-posting of the activity in the PhilGEPS and DSWD-CAR-FO websites and in conspicuous places, (2) direct contracting with Thunderbird Hotel in violation of the rules on procurement, (3) favoring Thunderbird Hotel despite knowledge that it could not accommodate the 210 expected participants, (4) making it appear that the canvassers actually inspected the venue when they in fact did not, and (5) colluding with Thunderbird Hotel to produce two (2) additional price quotations.

The mere fact that petitioner did not receive personal benefit from the transaction did not negate corruption. For corruption may also arise from an official's unlawful and wrongful use of his or her station to procure some benefit for another.

The Court's Ruling

The petition utterly lacks merit.

RA 9184 provides the framework for all government procurement. As a general rule, it requires that all government procurement must undergo

²⁰ Supra note 1.

²¹ Supra note 2.

²² *Rollo*, pp. 177-190.

competitive bidding. This ensures transparency, competitiveness, efficiency, and public accountability in the procurement process.²³ In particular, GPPB Resolution No. 08-09²⁴ prescribes the guidelines for government lease of privately-owned real estate. As will be discussed below, petitioner opted to altogether disregard the procurement process outlined in RA 9184 and GPPB Resolution No. 08-09 when she caused the lease of Thunderbird Hotel for the 2010 DSWD RMANCOM, RMDC, RGA, and Christmas Party.

Petitioner is bound by her admissions during the pre-hearing conference.

During the pre-hearing conference on November 9, 2012, petitioner admitted the facts constituting the charges against her. Pertinently, Section 32 of the 2011 Revised Uniform Rules on Administrative Cases in the Civil Service²⁵ decrees:

SECTION 32. Pre-Hearing Conference. — At the commencement of the formal investigation, the hearing officer shall conduct a pre-hearing conference for the parties to appear, consider and agree on any of the following:

- a. Stipulation of facts;
- b. Simplification of issues;
- c. Identification and marking of evidence of the parties;
- d. Waiver of objections to admissibility of evidence;
- e. Limiting the number of witnesses, and their names;
- f. Dates of subsequent hearings; and
- g. Such other matters as may aid in the prompt and just resolution of the case.

The agreement entered into during the pre-hearing conference is binding on both parties unless in the interest of justice, the hearing officer may allow a deviation from the same.

The conduct of a pre-hearing conference is mandatory. The failure of the respondent to attend the pre-hearing conference constitutes a waiver to participate in the pre-hearing conference but may still participate in the formal investigation upon appropriate motion.²⁶

In *Ampong v. Civil Service Commission*,²⁷ petitioner voluntarily went to the CSC Regional Office and admitted the charges against her — that she impersonated another person and took a licensure exam in the latter's place. The Court held that Ampong's admission of guilt stood even though it was given without assistance of counsel. For the Court found that his admission was freely given, without any compulsion, threat, or intimidation.

²³ See *Ombudsman v. De Guzman*, 819 Phil. 282, 298 (2017).

²⁴ Implementing Guidelines for Lease of Privately Owned Real Estate and Venue.

²⁵ CSC Resolution No. 1101502, November 8, 2011, was still in effect during the pendency of the disciplinary proceedings before the DSWD.

²⁶ Revised Uniform Rules on Administrative Cases in the Civil Service, CSC Resolution No. 1101502, November 8, 2011.

²⁷ 585 Phil. 289, 303 (2008).

Here, petitioner gave her inculpatory admission with assistance of counsel during the pre-hearing conference in the administrative case against her, thus:

DIR. CASTRO: And so I understand from respondent that Ms. Aragonés is willing to revise her Answer and now wants to admit the charges against her? Is this correct? With or without plea to consider the mitigating circumstances in this case and effectively lower the imposable penalty. Do you confirm that attorney? First, I will ask counsel. Atty. Orate, do you confirm that? Have you advised your client regarding the implications of this action in her plea? And your Answer?

ATTY. ORATE: Yes, I have talked with her.

DIR. CASTRO: And Ms. Aragonés, do you confirm that? You are now changing your Answer and you're admitting the charges... the acts alleged against you? Just the acts first. Let's go first to the acts.

x x x x

DIR. CASTRO: I repeat Ms. Aragonés, do you confirm that you are now admitting the acts, not necessarily the offenses charged, but the acts alleged in the Formal Charge? However, I understand that it is your position the acts do not constitute the offenses charge[d]. Can I have you on record?

MS. ARAGONES: Yes, your Honor.²⁸ (Emphases supplied)

Meanwhile, nothing on record supports petitioner's claim of deception. On the contrary, petitioner's counsel confirmed that he disclosed to petitioner and fully explained to her the repercussions of her admission. Petitioner, too, confirmed that she fully understood the effects of her admission. For lack of evidence to support petitioner's claim, the presumption of regularity in the performance of duties stands in favor of hearing officer Director Castro and prosecuting lawyer, Atty. Marijoy D. Segui.²⁹

So must it be.

***Petitioner is guilty of Grave
Misconduct and Serious Dishonesty
for simulating a public bidding.***

As stated, petitioner admitted the following factual allegations in the formal charge:

- 1) Conniving with Thunderbird Hotel's personnel to falsely produce price quotations;

²⁸ Rollo, pp. 131-132.

²⁹ See *Cariño v. Daoas*, 430 Phil. 139-146 (2002).

- 2) Non-compliance with the standard regulation on posting in the PhilGEPS, DSWD-CAR-FO websites, and in a conspicuous place as required in RA 9184; and
- 3) Inducing and influencing the canvassers into signing the RFQs that they did not actually process.

There being no factual issues left to be resolved, the Court must now determine whether these acts and omissions constituted Grave Misconduct and Serious Dishonesty as uniformly found by the DSWD, CSC and the Court of Appeals.

Grave misconduct is a serious transgression of some established and definite rule of action by the public officer or employee that tends to threaten the very existence of the system of administration of justice an official or employee serves. The misconduct is grave if it involves any of the elements of **corruption, willful intent to violate the law, or disregard of established rules**, which must be manifest and established by substantial evidence.³⁰

On the other hand, dishonesty is the concealment or distortion of truth in a matter of fact relevant to one's office or connected with the performance of his duties. It is the **disposition to lie, cheat, deceive, or defraud; untrustworthiness; lack of integrity; lack of honesty, probity or integrity in principle; lack of fairness and straightforwardness; disposition to defraud, deceive, or betray.**³¹ Dishonesty is considered serious if any of the following circumstances are present:

1. The dishonest act caused serious damage and grave prejudice to the government;
2. *The respondent gravely abused his authority in order to commit the dishonest act;*
3. Where the respondent is an accountable officer, the dishonest act directly involves property; accountable forms or money for which he is directly accountable; and respondent shows intent to commit material gain, graft and corruption;
4. The dishonest act exhibits moral depravity on the part of the respondent;
5. *The respondent employed fraud and/or falsification of official documents in the commission of the dishonest act related to his/her employment;*
6. The dishonest act was committed several times or on various occasions;
7. The dishonest act involves a Civil Service examination irregularity or fake Civil Service eligibility such as, but not limited to, impersonation, cheating and use of crib sheets;
8. Other analogous circumstances.³² (Emphases supplied)

The Court finds that petitioner is guilty of Grave Misconduct and Serious Dishonesty for causing the simulation of a public bidding, making it appear that there was actual competition when there was none, and violating established procurement rules and regulations to unduly favor Thunderbird Hotel. Consider:

³⁰ See *Miranda v. Civil Service Commission*, G.R. No. 213502, February 18, 2019.

³¹ See *Soliva v. Tanggol*, G.R. No. 223429, January 29, 2020.

³² Section 3, CSC Resolution No. 06-0538.

First. Section 5.7 of GPPB Resolution No. 08-09 mandates the electronic publication on the PhilGEPS website of procurement activities for lease contracts with approved budget of more than Php50,000.00, viz.:

5.7. All lease contracts with ABCs costing more than Fifty Thousand Pesos (Php50,000.00) shall be posted in the Philippine Government Electronic Procurement System.³³

The ₱317,000.00 Approved Budget for the Contract (ABC) for the lease warranted the publication thereof in the PhilGEPS website. Failure to comply with the posting requirement prevented other private entities from participating in the bidding for the lease contract. As Head of the BAC Secretariat, petitioner ought to have known this requirement and should have seen to it that it had been complied with.

Second. Section 7.2 of the same issuance requires the procuring entity to obtain at least three (3) price quotations within the vicinity of the selected location:

7.2. Once technical specifications have been finalized, at least three (3) price quotations shall be obtained within the vicinity of the selected location.³⁴

Instead of obtaining three (3) different quotations from prospective lessors, petitioner herein directly contracted with Thunderbird Hotel. Worse, she admitted to fabricating two (2) price quotations for the lease contract. This was an obvious ploy to prevent a failure of bidding, and at the same time ensure that the lowest calculated bid would be that of Thunderbird Hotel.

Finally, Section 5.6 of GPPB Resolution No. 08-09 mandates the procuring entity to validate the prospective lessor's capability to meet the technical specifications in lieu of requiring the latter to submit eligibility documents, thus:

5.6. Eligibility documents need not be submitted by prospective Lessors. The procuring entity must nevertheless validate whether the Lessor to be awarded the contract is technically, legally and financially capable through other means.³⁵

The procuring entity must therefore exercise due diligence in verifying the prospective lessor's capability through ocular inspection:

7.3. The venue being offered by the Lessor with the LCB shall then be rated in accordance with the technical specifications prepared pursuant to Appendix C. Compliance rating with technical specifications may be conducted through ocular inspection, interviews, or other forms of due diligence.

³³ Approving, by Referendum, the Implementing Guidelines for Lease of Privately-Owned Real Estate and Venue, GPPB Resolution No. 08-09, November 3, 2009.

³⁴ *Id.*

³⁵ *Id.*

One of the technical specifications stated in the lease contract is that the venue must be able to accommodate 210 individuals for the DSWD-CAR-FO events lined up for December 15-18, 2010. As it was, however, petitioner was well aware as early as December 11, 2010 that Thunderbird Hotel only had 36 rooms available and could only accommodate 144 guests. Clearly, Thunderbird Hotel was ineligible to bid for the lease contract with the DSWD-CAR-FO.

The canvassers would have discovered Thunderbird Hotel's apparent ineligibility had they performed an actual inspection of the venue. But petitioner induced and influenced the canvassers to sign the RFQs to make it appear that the latter exerted due diligence to validate whether Thunderbird Hotel met the technical specifications of the lease contract when in reality, the canvassers did not.

Verily, not one of the above enumerated procedures in the lease of privately-owned venue was complied with. Worse, it appears that petitioner did everything in her power to ensure that the lease contract would be awarded to Thunderbird Hotel despite its clear ineligibility. Contrary to the findings below, the Court sees this grant of undue preference, benefit, and advantage in favor of Thunderbird Hotel as a form of corruption which qualifies her offense to Grave Misconduct. Corruption, as an element of Grave Misconduct, consists in the act of an official or fiduciary person who unlawfully and wrongfully uses his or her station or character to procure some benefit for himself or for another person, contrary to duty and the rights of others.³⁶

At any rate, even assuming that no corrupt motive could be attributed to petitioner, this would not exonerate her from the offense charged. For corruption is not the only element which could qualify misconduct as grave. Specifically, petitioner's actuations also showed blatant disregard of the procurement process, sufficient to aggravate her offense. Her actions eroded the public's confidence in the procurement process which she swore to uphold in consonance with the state's policy of transparency and competitiveness in public bidding.

In *Lagoc v. Malaga*³⁷ where therein petitioners colluded in rigging the bidding process to favor IBC (the winning bidder) by affixing their signatures to the BAC documents representing compliance with the conduct of pre-qualification, eligibility screening, bidding, evaluation of bids, post-qualification when in truth and in fact, there was none – the Court found petitioners guilty of Grave Misconduct and sustained the penalty of dismissal against them.

³⁶ See *Vertudes v. Buenaflor*, 514 Phil. 399, 424 (2005).

³⁷ 738 Phil. 623-640 (2014).

More, petitioner's act of conniving with Thunderbird Hotel's Personnel to fabricate price quotations and inducing the canvassers to lie on paper makes her guilty of Serious Dishonesty. They reveal petitioner's lack of respect and propensity to simulate procurement processes through fabricated documents.

In *Abogado v. Office of the Ombudsman*,³⁸ Don Antonio Marie V. Abogado, a member of the Pre-qualification Bids and Awards Committee, was found guilty of Dishonesty, among others, for intentionally distorting the truth regarding the procurement documents, and awarding the procurement of land preparation equipment to Equity Machineries despite the clear absence of a public bidding.

Though petitioner insists that non-compliance with the procurement process was impelled by her so called honest intention to ensure that the DSWD activity would push through as scheduled, the Court fails to see any genuine effort on her part to secure a venue through competitive bidding. Records show that she already eyed Thunderbird Hotel and foreclosed the opportunity for other individuals or entities to bid even though they may have had better offers. As a result, the lease was unduly awarded to an entity which did not even meet the technical specifications of the lease in blatant violation of RA 9184 and GPPB Resolution No. 08-09.

Penalty

Grave Misconduct and Serious Dishonesty are classified as grave offenses³⁹ punishable by dismissal from service.

As for petitioner's invocation of length of service as mitigating circumstance, the Court rejects such argument. Length of service is not a magic phrase that, once invoked, will automatically be considered as a mitigating circumstance in favor of the party invoking it. On the contrary, it may either be a mitigating or aggravating circumstance depending on the factual milieu of each case. Length of service, in other words, is an alternative circumstance.⁴⁰

Here, We consider petitioner's length of service as aggravating circumstance. With her 17 years of experience in the service, taken together with her position as Head of the BAC Secretariat, she was expected to follow the procurement process. Instead, she used her position to give unwarranted benefits to Thunderbird Hotel, her hotel of choice, despite its clear ineligibility

³⁸ G.R. No. 241152, March 9, 2020.

³⁹ SECTION 46. Classification of Offenses. — Administrative offenses with corresponding penalties are classified into grave, less grave or light, depending on their gravity or depravity and effects on the government service.

A. The following grave offenses shall be punishable by dismissal from the service:

1. Serious Dishonesty;
2. Gross Neglect of Duty;
3. Grave Misconduct;

x x x x (Revised Uniform Rules on Administrative Cases in the Civil Service, CSC Resolution No. 1101502, November 8, 2011).

⁴⁰ See *Office of the Ombudsman-Mindanao v. Martel*, 806 Phil.649-666 (2017).

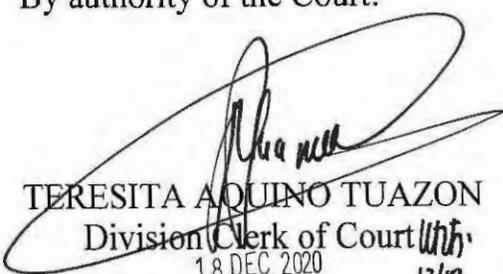
to enter into the lease contract. She played a crucial role in simulating the public bidding for the board and lodging for the 2010 DSWD RMANCOM, RMDC, RGA, and Christmas Party when there was no actual bidding to speak of. All things considered, the Court does not see a government employee wanting her agency's activities to push through, but one who wanted a junket at Thunderbird Hotel. This is a betrayal of the public trust reposed on all government employees, warranting severe sanction. In the words of Secretary Juliano-Soliman, petitioner's duty was not to ensure that the activities would push through, rather, to ensure that the prescribed rules on procurement would be followed.

ACCORDINGLY, the Petition is **DENIED**. The Decision⁴¹ dated May 26, 2016, and Resolution⁴² dated August 18, 2016 of the Court of Appeals in CA-G.R. SP No. 140654 are **AFFIRMED**.

Petitioner **Rhona Joy L. Aragon** is found **GUILTY** of **Grave Misconduct** and **Serious Dishonesty**. She is **DISMISSED** from service with the accessory penalties of cancellation of civil service eligibility; forfeiture of retirement and other benefits, except accrued leave credits, if any; perpetual disqualification from re-employment in any government agency or instrumentality, including any government-owned and controlled corporation or government financial institution; and bar from taking the civil service examinations.

SO ORDERED."

By authority of the Court:


TERESITA AQUINO TUAZON
Division Clerk of Court

18 DEC 2020

12/18

⁴¹ *Rollo*, pp. 33-47.

⁴² *Id* at 49-50.

Resolution

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G.R. No. 227113
November 09, 2020

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