



Republic of the Philippines
SANDIGANBAYAN
Quezon City

SIXTH DIVISION

PEOPLE OF THE PHILIPPINES,

Plaintiff,

SB-16-CRM-0051

For: Violation of Section 3 (e) of
Republic Act (R.A.) No. 3019

-versus-

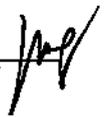
**MELCHOR MORADOS
QUEMADO, SR,**

Accused,

PRESENT:

FERNANDEZ, SJ, *J. Chairperson*
MIRANDA, &
VIVERO, JJ.

Promulgated:

January 19, 2021 

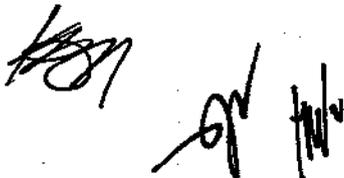
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RESOLUTION

MIRANDA, J.:

This resolves the Motion for Reconsideration dated November 9, 2020 filed by accused Melchor M. Quemado, Sr. (Quemado) and the Opposition dated November 20, 2020 filed by the Prosecution.

In his motion for reconsideration, Quemado assails the Decision dated October 23, 2020 finding him guilty of Violation of Section 3 (e) of R.A. No. 3019 and sentencing him to suffer the indeterminate penalty of 6 years and 1 month, as minimum, to 8 years, as maximum, and the accessory penalty of perpetual disqualification from holding public office. He claims that there was



no evident bad faith or manifest partiality in the rental of Hayward Travelodge as office space by the Municipality of Sta. Fe, Leyte despite the lack of public bidding. He further argues that Anastacio Quemado, owner of Hayward Travelodge, did not receive unwarranted benefits, advantage or preference from the said rental. In support of his claims, he raises the following issues:

- 1) The records do not disclose the actual dates of the start and completion of the lease by the members of the Technical Working Group (TWG) of Hayward Travelodge as office space. Said dates are vital in determining evident bad faith because if the lease was completed way before the request, release and payment of Php16,000.00, then a conduct of public bidding is no longer needed for said lease.
- 2) The actual duration of the lease is relevant because if it exceeds the rate of Php16,000.00, then Quemado cannot be said to have acted with self-interest or ill-will in the said rental.
- 3) Considering that the Municipality of Sta. Fe had no funds during its application for grant of INFRES projects, it is possible that the lease was already completed before the release and payment of Php16,000.00.
- 4) Before the release and payment of Php16,000.00, the TWG was actually using the office space in Hayward Travelodge for free and at the expense of Anastacio Quemado;
- 5) Again, if the actual duration of the lease was more than Php16,000.00, then no partiality or unwarranted benefits, advantage or preference were given to Anastacio Quemado.
- 6) Anastacio Quemado was in fact supporting his brother's projects with the municipality at his own loss and expense.
- 7) If the Municipality of Sta. Fe had no funds before the grant of INFRES project, then there can be no public bidding. And if there was no public bidding, then there can be no benefits, advantage or preference among bidders.



In its opposition, the Prosecution, through the Office of the Special Prosecutor, claims that it was able to prove all the elements of the offense charged. In particular, the Prosecution asserts that:

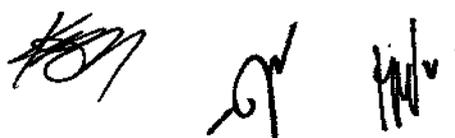
- 1) Evidence on record clearly demonstrated Quemado's liability for the offense charged. He requested the rental of his brother's hotel as office space, approved the same request, and certified the necessity and lawfulness of the appropriation. He later on received in his name the amount of Php16,000.00 as payment for the rental of his brother's hotel. Quemado likewise issued a certification that Hayward Travelodge had the cheapest rate in Tacloban City by-passing the authority of the Bids and Awards Committee.
- 2) No amount of good faith can be appreciated in favor of Quemado because it was his duty as chief executive to follow the mandate of the law.
- 3) Quemado's position on the necessity of determining the actual duration of the lease is misplaced considering that a public bidding, as a general rule, is required in all government procurements.
- 4) Contrary to Quemado's claim, the absence of public bidding in the said rental gives him more opportunity to extend unwarranted benefits, advantage or preference to his brother.

After a review of the records of this case and the arguments raised by both parties, the Court **DENIES** the Motion for Reconsideration dated October 23, 2020 of accused Quemado.

A motion for reconsideration is based on errors of law or fact in the judgment that requires no further proceedings.¹ Here, accused Quemado failed to allege with certainty and substantiate his grounds for reconsideration of the judgment of this Court finding him guilty of the offense charged.

Quemado asserts the importance of determining the actual dates of the start and end of the subject lease. According to him, if the TWG used and occupied Hayward Travelodge before the payment of Php16,000.00 or if the said use and occupation exceeded the rate of Php16,000.000, then there can be no evident bad faith, manifest partiality on his part or unwarranted benefits,

¹ Section 3, Rule 121 of the Revised Rules of Criminal Procedure.



advantage or preference given to his brother, Anastacio. Quemado also claims that the TWG used and occupied Hayward Travelodge for free at the loss and expense of his brother.

The Prosecution's evidence, however, categorically showed that the use and occupation of Hayward Travelodge occurred on or about December 29, 2005. Records clearly proved that it was Quemado who requested and approved the rental of his brother's hotel,² certified the necessity and lawfulness of the payment of Php16,000.00,³ and thereafter received the same amount for the said purpose.⁴ The payment of Php16,000.00 for the rental of Hayward Travelodge was evidenced by Official Receipt No. 1187 dated December 29, 2005 also issued by the said hotel.⁵ His culpability for the offense charged was even bolstered by the fact that he issued a certification that Hayward Travelodge had the cheapest rate in Tacloban City.⁶

Unfortunately for Quemado, he failed to show evidence to deny or rebut the contents of these documents during the presentation of his evidence in court and also in the filing of his motion for reconsideration. There was no proof shown that the start and end of the lease were dates other than December 29, 2005. No proof was also presented by the Defense that the use and occupation of Hayward Travelodge exceeded the amount of Php16,000.00 or it was used and occupied by the TWG free of charge.

Even if the lease was executed and completed way before December 29, 2005 or if it exceeded the amount of Php16,000.00, the law does not exempt the said lease from the conduct of public bidding. R.A. No. 9184 and its Implementing Rules and Regulations (IRR)-A⁷ expressly provide that the lease of a privately owned real estate for official use, as in this case, shall be made through a competitive public bidding.⁸

Contrary to the claim of Defense, the lack of public bidding in the lease of Hayward Travelodge was sufficiently proven by the contents of the notarized letter dated April 6, 2018 of Sta. Fe Property Officer Godofredo Roca⁹ and the letter-complaint dated February 25, 2013 of Nilda S. Collado

² Exhibit A and sub-markings.

³ Exhibit C and sub-markings.

⁴ Exhibits D and E and sub-markings.

⁵ Exhibit F.

⁶ Exhibit G and sub-markings.

⁷ IRR-A of R.A. 9184 was approved by Her Excellency President Gloria Macapagal-Arroyo through Memorandum Order No. 119, dated September 18, 2003, and was published on September 23, 2003 in two (2) newspapers of general nationwide circulation, namely, Manila Times and Malaya. It took effect fifteen (15) days after its publication or on October 8, 2003.

⁸ Government Procurement Policy Board of Resolution No. 04-2007 dated May 4, 2007 thereafter amended Section 53 of IRR-A to include lease of a privately owned real estate for official use as one of the instances where the Procuring Entity may enter into a Negotiated Procurement.

⁹ Exhibit "S".



and Angelina P. Enage¹⁰ The existence, due execution and authenticity of these documents were admitted by the Defense during the trial.¹¹ Quemado likewise admitted on stand the lack of public bidding in the said lease.¹² There was then no dispute that the lease of Hayward Travelodge violated the provisions of R.A. No. 9184 and its IRR-A.

Finally, Quemado's argument that the absence of municipal funds equates to no public bidding and no unwarranted benefits, advantage or preference among bidders is factually and legally twisted. As stated in the assailed Decision, public biddings are held for the protection of the public and to give it the best possible advantages by means of open competition among bidders.¹³ The alleged lack of government funds does not exempt a government procurement from the conduct of a public bidding. Thus, the rental of Hayward Travelodge as office space by the Municipality of Sta. Fe, Leyte is no exception at all.

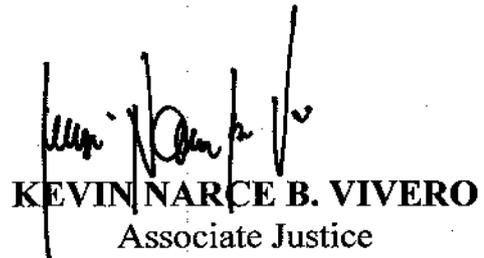
WHEREFORE, premises considered, the Motion for Reconsideration dated November 9, 2020 of accused Melchor M. Quemado, Sr. is **DENIED** for lack of merit. The Decision promulgated by this Court on October 23, 2020 is **AFFIRMED**.

SO ORDERED.


KARL B. MIRANDA
Associate Justice

WE CONCUR:


SARAH JANE T. FERNANDEZ
Associate Justice
Chairperson


KEVIN NARCE B. VIVERO
Associate Justice

¹⁰ Exhibit "I".

¹¹ Order dated March 13, 2018 and Order dated April 12, 2018.

¹² TSN dated November 8, 2018, p. 9.

¹³ *Guzman v. The Office of the Ombudsman, et al.*, G.R. No 229256, November 22, 2017.