

MALACAÑANG

Manila

BY THE PRESIDENT OF THE PHILIPPINES

ADMINISTRATIVE ORDER NO. 264

DISMISSING DIRECTOR NARCISSA V. MUÑASQUE FROM THE SERVICE
AS DIRECTOR OF THE NATIONAL LIBRARY

This is an administrative complaint filed by Redempta Francia, et al., against Narcissa V. Muñasque, Director of The National Library (TNL), charging her of various acts of irregularities.

In a letter-complaint of June 5, 1990, the herein complainants, who are employees of TNL charged Muñasque of the following:

- I. Entering into the following negotiated contracts for various installations/renovations/repairs in the TNL in the aggregate amount of ₱2,364,626.23;
 - a) With Delos Santos Construction for the waterproofing of the TNL rooftop in the amount of ₱1,020,250.00;
 - b) With TOR Construction for the supply and installation of 2 units free standing panel board, 3 phase 220 volts for feeder 1 and 2 power distribution line in the amount of ₱540,981.46;
 - c) With Emyl Electrical and Industrial Services for permanent installation of main feeder line for ₱378,483.56;
 - d) With Dee Reck Trading and Industrial Services for the general repair of split case water pump in the amount of ₱40,260.00;
 - e) With Emyl Electrical and Industrial Service for the renovation and repainting of three divisions for ₱27,634.00; and
 - f) With Emyl Electrical and Industrial Service for the construction of office cubicle for ₱17,700.00.

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Anomalies raised by complainants relative to these contracts are: (1) lack of authority on the part of respondent to sign contracts exceeding P50,000.00; (2) no urgency to justify undertaking the projects thru negotiated contracts; (3) TOR Construction, with whom respondent entered into a contract for the supply and installation of 2 units free standing panel board (Exh. "0"), was not a bona fide contractor when the contract was entered into on November 19, 1986, for it was only registered with the Department of Trade and Industry on March 2, 1990.

In answer, respondent alleged that (1) repair of the leaking roofdeck is urgent and cannot be delayed for another 2 or 3 years, since the leak had already caused damage to the ceiling, woodworks, carpets, precious collections and other properties and nearly caused fire at TNL when it short-circuited the electrical wirings; (2) a canvass was conducted and three (3) contractors submitted their bids, which was won by Delos Santos Construction with its lowest bid; (3) projects for the other negotiated contracts were obviously emergencies; and (4) these contracts, before becoming effective, were submitted to the DECS Secretary for approval and subjected to the normal accounting and auditing rules.

II. Use of motor vehicle (Isuzu Trooper) donated by the Japanese government for the official and personal business of the respondent, which does not bear the required marking "For Official Use Only".

Complainants allege that respondent has been using the vehicle since its registration in May 1990. It is driven by her personal and private driver. It is not parked during the night in the TNL garage but in her house. It was only on February 15, 1991 that it was marked "For Official Use Only".

Respondent claims that the vehicle had since bore the government red plate and the "TNL-NCLIS for Official Use Only" mark; that the car is also being used by other TNL officials in official business transactions; and that she had never claimed travel or gasoline allowance.

III. Transfer of the Bindery Section in December 1989 to the Engine Room, which is poorly ventilated and hazardous to the health of the binders.

Complainants claim that the binders' transfer to the engine room by respondent was arbitrary and oppressive, and carried on despite the binders' protest. The engine room is without any window, and noise inside is constant due to the central water pump housed therein. In addition, the room is also the storage area for condemned equipment.

Contrary to the above claim, respondent avers that, on August 14, 1989, six of the nine binders were deployed to the different service areas and the rest assigned to an area outside the engine room while awaiting for their final reassignment.

IV. Despite the availability of qualified librarians within the TNL, respondent recommended outsiders for Chief of the Library for the Blind Division and Government Publications Division; and also discriminated against Redempta Francia, Librarian IV, Government Publications Division, by not designating her OIC and not giving her Representation and Transportation Allowances (RATA).

Complainants allege that Redempta Francia, Assistant Chief, Government Publications Division (GPD), has been with the unit for the past 17 years. Upon the retirement of the Chief, Marcela F. Abadilla, on December 15, 1989, Francia took over the duties of Chief and was recommended to the position by Abadilla. However, respondent recommended an outsider, Lilia Abad, to the position. This was disapproved by the DECS Secretary and so respondent recommended another outsider, Corazon Nera. When this was also disapproved, she designated one of her favorites, Prudenciana Cruz, Chief of the Reference Division, as Officer-in-Charge of the GPD. Francia and her staff protested, and she was later designated Acting Chief by the DECS Secretary.

For her defense, respondent alleges that she had prior clearance from the DECS Secretary to hire employees from outside; that all the applicants were screened, including Francia and Tominez, who refused to take the aptitude test; and that Francia lacked the qualifications and proper work attitude. As to the non-payment to Francia of RATA, respondent alleged that Francia's appointment as Acting Chief, per the Secretary's Order, was made effective July 18, 1990; hence application for RATA prior to that date was disapproved.

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V. Practising favoritism by assigning favored employees to official trips abroad and to choice locations like U.S.A., Sydney and England, while the less-favored ones are assigned to nearby Asian countries only.

Another instance of favoritism was when Prudenciana Cruz went on study leave to Northern Illinois University in August 1989. Since she cannot finish her M.A. in that school because her masteral units from U.P. were not credited, she stayed and worked there while studying a computer course at the same time. She continued to receive her salary from TNL and charged her one-way fare ticket to the U.S. against the TNL funds. This is highly irregular.

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Per complainants' allegations, Cruz has no scholarship grant; hence respondent violated Republic Act (R.A.) 3019 when she knowingly approved the grant of her basic salary during her study leave and the reimbursement of her one-way ticket to the U.S. by means of a spurious scholarship grant contract.

Respondent denies the charge of favoritism, observing that even complainants were also sent abroad on several occasions. She added that the travel of Mrs. Cruz was approved by then DECS Secretary Quisumbing upon request of respondent; that the scholarship contract was executed to have a tie-up between the grantor and the grantee; and that the reimbursement of the plane fare to Northern Illinois University was approved by the DECS Secretary.

VI. Recommending Assistant Director Adoracion Bolos to be detailed to Malacañang and, at the same time, recommending Prudenciana Cruz as Acting Assistant Director. The question is, why detail the Assistant Director, if after all, another one is needed to take her place?

According to complainants, Mrs. Bolos is a Career Executive Service eligible. When she was detailed to the Malacañang Palace Library to inventory and classify library materials, the Presidential Staff Director even noted that she is CESO III, a position that may be a bit too high for the library. To get rid of Mrs. Bolos, respondent (1) recommended her detail on full-time basis,

together with Miss Gilda Antiquera, Supervising Librarian I, effective December 5, 1986; (2) requested that separate items be provided or created for Bolos and Antiquera by the Presidential Library, which was however rejected by the Presidential Personnel Officer; (3) favorably endorsed the extension of the detail of Mrs. Bolos to Malacañang, the phaseout of her position and eventual separation from TNL; (4) reprimanded and stripped Mrs. Bolos of her functions, per respondent's memorandum of April 22, 1991, after Mrs. Bolos was recalled by DECS Secretary Cariño on April 30, 1990; (5) denied Mrs. Bolos of the use of her old office and, instead, assigned her to the Legal Deposit Office; and (6) designated her OIC for the Library for the Blind, which to date has not been operational, all of which constitute harassment, oppression and unwarranted abuse of discretion.

fl Respondent avers that, upon her assumption of Directorship in October 1986 she gave Mrs. Bolos the chance to prove herself, but she did not come up to expectations. To further give her a chance, she was detailed to Malacañang. She was not stripped of her functions but given special functions and appointed OIC, Library for the Blind.

VII. Alleged kickbacks in the use of the TNL premises in the filming of "Braddock: Missing in Action III," where the TNL was closed to the reading public for three (3) days from June 3-5, 1987.

Complainants claim that respondent's act of entering into a contract with PMP Motion Pictures Production, Inc., for the exclusive use of the TNL premises for three (3) days and the suspension of work during the same period constitute conduct prejudicial to the best interest of the service. The time cards of the employees were noted O.B. and no deductions were made from the salaries of the employees.

Respondent denied receipt of kickbacks, but admitted that PMP Production outfit donated to TNL two (2) computers, which were entered in its books. TNL was opened to the public during the filming and work was not suspended.

VIII. Termination of employment of security guards who were regular employees of TNL and replacing them with newly-hired guards from a private agency, requiring a higher salary for the same security services.

Complainants allege that the contract for services entered into by respondent is manifestly disadvantageous to the government.

For her part, respondent claims that the abolition of security guard positions was recommended during the DECS reorganization. Four (4) of the eight (8) security guards were absorbed by TNL, two (2) were taken in by the National Historical Institute (NHI) and two (2) opted to avail of the benefits of reorganization.

IX. Allowed the collection from TNL of P250.00 as convention fee for Mrs. Gretchen Hammerstein on March 25, 1987, when she was not connected with the Library, but was only a volunteer consultant to the TNL.

Respondent claims that Mrs. Hammerstein offered free consultancy to TNL and, on March 26-27, 1987, she was sent by TNL to attend a conference at Camp Aguinaldo, and this is where the P250.00 went.

After a comprehensive evaluation of the respective evidence presented by the parties, DECS Secretary Isidro D. Cariño gave the following recommendation:

"On the basis of the foregoing findings of irregularities which attended the execution of the various negotiated contracts entered into by the respondent, her perpetuation of acts of oppression and harassment against her subordinates, particularly, Asst. Director Bolos, and her disregard of the basic provisions or requirements of laws, we respectfully recommend to her Excellency the suspension of Director Narcissa Muñasque for a period of one (1) year."

At the outset, it must be stressed that the finding of DECS Secretary Cariño is only recommendatory in nature (Cuyegkeng vs. Cruz, 108 Phil. 1147), since the President has administrative disciplinary authority over respondent who is a presidential appointee.

This brings to the fore the core issue of whether or not respondent is administratively liable for irregularities, which attended the execution of the various negotiated contracts that she entered into, acts of oppression and harassment against her subordinates, and disregard of the basic provisions or requirements of laws.

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After going over the records of the case, I concur with the DECS findings.

According to DECS Secretary Isidro D. Cariño, the delegated authority of Heads of Agencies to approve negotiated contracts for services or for furnishing of supplies is limited only to a contract price of not more than P100,000.00.

Clearly, respondent exceeded her authority by approving the following contracts: (1) with Delos Santos Construction for the Waterproofing of the TNL roofdeck in the amount of P1,020,250.00; (2) with TOR Construction for the supply and installation of 2 units Free Standing Panel Board, 3 phase 220 volts for feeder 1 and 2 Power Distribution line in the amount of P540,981.46; and (3) with Emyl Electrical Industrial Service for Permanent Installation of main feeder line for P378,483.56.

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At this point, it is difficult to imagine a person of respondent's stature and occupying the highest position in the agency to be unaware on the limitations of the powers she is supposed to exercise.

Apropos thereto, it is also elementary that contracts should only be entered into with bona fide contractors. Respondent did the contrary when, in 1986, she entered into a contract with TOR Construction, which was not yet registered with the Department of Trade and Industry.

While it may be true that the TNL roofdeck really needed to be repaired, respondent should have attended to it earlier in order to comply with the bidding procedure prescribed by Presidential Decree 1594. It was correctly found by Secretary Cariño that:

"x x x Since the leaking which affected only the ceilings of some areas of TNL had been going on for years, a delay of a few weeks in order to comply with the requirements of a public bidding would not have mattered. There was no evidence shown to prove the alleged destruction of valuable collections, etc. on account of the leaking rooftops. Time constraints did not obtain and the situation was not an exceptional case where time was of the essence as to justify the undertaking of a project by negotiated contract as required under Section 4 of P.D. No. 1594".

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Similarly the Commission on Audit (COA), in its report found that:

"a) There was no competitive bidding to protect the public interest by giving the best possible advantages through open competition.

"b) In the case of the repair of the roofdeck costing more than one million pesos, only a canvass was conducted without the attendance of the Committee on Bids and Awards. Further, it appears that the bidders did not post the required Bidder's Bond; Engr. Ambe, General Manager of Trijan Services which participated in the canvass was also connected with the winning contractor, De los Santos Waterproofing Supply, being the latter's Project Engineer (Exh. 'j-10'); initial capitalization of De los Santos was only P30,000.00, hence, not financially capable; the project was inspected by a private contractor, Engr. Silvestre Lindog, owner of Emyl Electrical and Industrial Services which had several projects for the agency; the government lost approximately P66,000 in the 2 separate contracts for the installation of temporary power lines and permanent main feeder lines which were awarded to Emyl Electrical Services owned by Mr. Lindog, also a TNL Consultant for electrical jobs, etc. and which contracts were not supported by Performance Bond, approved agency estimate, etc. as required by P.D. 1594; and that Engr. Lindog in view of his consultancy post in TNL appears a favored contractor and could not be considered an independent contractor."

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and recommended that the contractor be required to refund excess payment; that all future construction projects be made through public bidding; and that appropriate charges be filed against officials included in the irregular practices.

Respondent contends that the COA report is not competent evidence of irregularities at TNL, not having been tested by cross-examination. Considering that the proceedings are administrative in nature, the COA report could have been controverted by contrary evidence, which was not done by respondent.

As to the Isuzu Trooper, contrary to respondent's allegation that the "For Official Use Only" marking could have been done much earlier than February 15, 1991, it had been proven that the blue paint used in the marking was bought on February 13, 1991, as evidenced by the Requisition and Issue Voucher, dated February 13, 1991, signed by Mr. Enriquez, respondent's secretary; hence the marking must have been done after that date, not earlier as respondent suggests. The use therefore of the Isuzu Trooper by respondent from May 1990 up to February 12, 1991 without the required marking was a violation of COA Circular No. 75-6, dated November 7, 1975.

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As found by the investigating panel and admitted by respondent, it was sufficiently established that during the period from December 1989 to June 1990, the employees of the Bindery Section had to do the cutting of cardboards, rounding and cutting of books near the Engine Room where the cutting and rounding machines were placed upon orders of the respondent. The fact that the place is hot due to poor ventilation, is noisy and is not a suitable workplace has not been disputed. I thus join Secretary Cariño in his conclusion that respondent's transfer of the employees of Bindery Section to such a place from December 1989 to June 1990 is "oppressive and shows her insensitivity to the plight of her employees."

Relative to the detail of Assistant Director Bolos, I agree with the DECS Secretary that "such acts of the respondent deprived TNL of the services of a highly qualified Assistant Director, a career official with sufficient experience in the operations of TNL a fact which does not speak well of her conduct as head of an agency."

It is a common practice among heads of offices or agencies to give so-called "special assignments" to officials whom they do not favor. It is one way of

getting rid of them, especially when the assignment is outside of their own offices like the Malacañang assignment of Mrs. Adoracion Bolos. This is very apparent from respondent's recommendation that she be given an item at the Presidential Library, which was rejected by the Presidential Personnel Officer.

With respect to the claim of favoritism in the attendance of seminars/conferences abroad, it was admitted by complainants that Ms. Francia and others were also sent abroad, but to nearby Asian countries only. While it is conceded that respondent has the discretion of choice of officials who should be sent abroad, in this instance she did abuse her discretion.

On the issue of the controversial study leave of Ms. Prudenciana Cruz, respondent avers that "there was no evidence that Ms. Cruz was on study leave." However, the second paragraph of respondent's letter to DECS Secretary Lourdes Quisumbing, dated July 17, 1989, states:

"In this connection, may I request your kind office to grant an authority for Mrs. Cruz to avail of the opportunity to pursue higher studies and to provide her salary while she will be on study leave." (Emphasis supplied)

Thus, the explanation by Secretary Cariño reads:

"x x x Exec. Order 129 dated May 6, 1968 (Official Travel abroad of government employees on scholarship grants, fellowship) did not apply to her the same requiring a grantee to be on full study status to enable her to take full advantage of the opportunity to acquire knowledge and/or skill for the benefit of the improved public service and not accept any other assignment (Section 13). The indorsement of her travel and the request for payment of her salaries and plane fare by the respondent which were approved by Secretary Quisumbing are irregular. The execution of a pro-forma 'Contract of Scholarship' between Ms. Cruz and the respondent has no legal basis

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since Mrs. Cruz was actually and admittedly on study leave (Exh. '106', letter of Dir. Muñasque to Secretary Quisumbing). The clear purpose of respondent was to accommodate Ms. Cruz, in effect, granting her unwarranted benefits by paying her salaries during the period of her study leave from August 1989 to June 1990 to the undue prejudice of the government. (Emphasis supplied)

The claim of alleged kickbacks in allowing the use of TNL premises for the filming of "Braddock: Missing in Action III" was not proven. Neither was complainant's allegation that respondent ordered the suspension of work during the filming established. However, as found by Secretary Cariño, "it cannot be denied that the shooting disrupted the normal operations of TNL, of which respondent was fully aware, work having been considerably suspended as shown by the 'OB' markings on the employees time cards"; and for this respondent is responsible.

I disagree with the DECS Secretary that respondent deserves only the penalty of suspension for one (1) year. By disregarding prescribed requirements in contract award and approval, respondent betrays her propensity to take illegal shortcuts that compromise the government's financial interest. As shown in the COA report, supra, the government lost some P60,000.00 in contracts entered into by respondent without public bidding.

Presently, the atmosphere of mutual respect very much needed for a healthy working relationship between the parties has been compromised. Thus, the National Library should be given a fresh start, not only for a year, but also for the years ahead to achieve the growth and expansion which public service demands.

WHEREFORE, respondent Narcissa V. Muñasque is hereby found guilty of irregularities, which attended the execution of the various contracts that she entered into, of acts of oppression and harassment against her subordinates, and of disregarding the basic provisions or requirements of laws to the undue prejudice of the government and the service. Accordingly, she is hereby meted the penalty of DISMISSAL from the service, effective upon her receipt hereof.

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ADMINISTRATIVE CASE AGAINST
NARCISSA V. MUÑASQUE, DIRECTOR
OF THE NATIONAL LIBRARY, FOR
VARIOUS ACTS OF IRREGULARITIES
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Done in the City of Manila, this 30th day of January,
in the year of Our Lord, nineteen hundred and ninety-two.

Arroyo L. Aguirre

By the President:

Franklin M. Drilon
FRANKLIN M. DRILON
Executive Secretary

TO: ...
FROM: ...
PHILIPPINE ...
ALBINO ...
AND ...

EXP. ...
W. ...
L. ...