

## CONSULTANCY AGREEMENT

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This MEMORANDUM OF AGREEMENT made and entered into by and between:

**NATIONAL COMMISSION ON MUSLIM FILIPINOS (NCMF)**, a government institution

created by virtue of Republic Act 9997 with the mandate to improve the well-being of Muslim Filipinos, with principal office located at 79 Jocfer Annex Bldg., Commonwealth Avenue, Diliman, Quezon City, represented herein by its Secretary, **GUILING A. MAMONDIONG**, hereinafter referred to as the "**CLIENT**"

— and —

**ANTONIO P. SANTOS**, an ISO specialist offering consultancy, training and assessment services for quality, environmental, safety and health management systems, of legal age, Filipino, married, with residence and postal address at L2, B5, PI, Console Village, San Lorenzo Ruiz, San Pedro City, Laguna 4023, hereinafter referred to as the "**CONSULTANT**"

Hereinafter, collectively referred to as "**Parties**".

- **WITNESSETH**, that -

**WHEREAS**, the CLIENT, mandated to preserve and develop the culture, tradition, institutions and well-being of Muslim Filipinos, intends to achieve its Vision and Mission and its commitment to perform with the highest quality of service through institutionalizing a Quality Management System (QMS) and sustain its ISO 9001 :2015 Standard certification;

**WHEREAS**, the CONSULTANT is recognized as having the capability and the expertise of providing technical assistance and guidance in establishing ISO 9001-compliant QMS to departments and agencies of the Executive Branch, GOCCs, GFIs, State Universities and Colleges (SUCs), including Local Government Units (LGUs), has offered and accepted to undertake consultancy services to the CLIENT.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the Parties hereto have voluntarily agreed and covenanted as follows:

### ARTICLE 1. PROJECT DESCRIPTION AND SCOPE:

- a) The activities herein specified shall be undertaken by the CONSULTANT in close coordination with the CLIENT's representatives for the project entitled: "**Engagement of Services of a Consultant to Provide Hortative in the Field of Quality Management System (QMS) to the National Commission on Muslim Filipinos (NCMF)**" more particularly described in the Terms of Reference attached hereto and made an integral part hereof as "**Annex A**".

- b) The project covers consultancy and training services, needed to implement and sustain a QMS that is certified against the requirements of ISO 9001 :2015, to be provided by the CONSULTANT.
- c) The project shall commence with an assessment of the status of the existing ISO 9001:2015-certified QMS of the CLIENT and considered complete once the CLIENT receives recommendation for continued certification to ISO 9001 :2015 standard.

**ARTICLE 2. OBLIGATIONS AND RESPONSIBILITIES OF THE CONSULTANT:**

- a) Conduct and facilitate the project deliverables within the agreed timeframe;
- b) Prepare the program and workshop designs for all the activities specified in the Project Workplan;
- c) Provide one (1) set of training materials for dissemination by the NCMF, for each workshop to be conducted;
- d) Review the activity/workshop outputs and recommend necessary modifications to ensure alignment with the requirements of ISO 9001:2015 standard; and,
- e) Provide technical advice and guidance to the NCMF's QMS Core Team in the establishment and implementation of the NCMF's QMS.

**ARTICLE 3. OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT:**

- a) Designate a counterpart support team who will work closely with the CONSULTANT regarding technical and administrative requirements of the project, including the monitoring of the progress of the various project activities;
- b) Provide logistical requirements of the project such as training and meeting venues, transportation (land and airfare), accommodation (when necessary), equipment (including LCD projector with desktop or laptop, computers with video conferencing software, and other items, as mutually agreed), supplies, reproduction of training materials for participants, and meals & snacks of participants and the CONSULTANT;
- c) Ensure that all participants have the necessary equipment (e.g., hardware and software, speakers, microphones, webcams, etc.) and a reliable and uninterrupted internet connection to participate in all virtual sessions;
- d) Draft assigned documented information, including specific QMS related forms that were agreed upon during the workshops;
- e) Ensure implementation of relevant project activities and provide top management support for the implementation of the QMS and procedures adopted by the NCMF;



- f) Ensure availability and participation of staff/participants concerned during the conduct of the workshops and other activities necessary in the course of the project;
- g) Pay the project cost of **One Hundred Eighty-Five Thousand Pesos (PHP 185,000.00)**, to the CONSULTANT by the engagement fee schedule.

The CONSULTANT candidates shall be rated based on the criteria below:

CRITERIA	RATING
At least had a 6 months engagement with NCMF	40 %
Conducted several trainings to the Commission	20 %
Knowledgeable of the Three (3) Processes of NCMF	20 %
Equipped with training and seminars that are necessary for performing the duties and responsibilities mentioned in the Terms of Reference	10 %
Handled several projects especially related to the International Organization for Standardization	10 %
<b>TOTAL</b>	<b>100 %</b>

**ARTICLE 4. SCHEDULE OF PAYMENT:**

- a) Financial proposals shall not exceed the Approved Budget for the Contract (ABC) of **One Hundred Eighty-Five Thousand Pesos (PHP 185,000.00)** and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges (if any) imposed under applicable laws. Financial proposals received more than the ABC shall be automatically rejected.
- b) Payment for the total price quoted shall be made in three (3) installments upon completion of each of the following milestones, to wit:

ACTIVITY/DELIVERABLE	PAYMENT
Technical Guidance in the conduct and documentation of Internal Audit	60%
Technical Guidance on Reviewing the QMS	20%
Technical Guidance during and after the Certifying Body's (CB) 2 <sup>nd</sup> Surveillance Audit	20%
<b>TOTAL</b>	<b>100 %</b>

**ARTICLE 5. CONFIDENTIALITY:**

The Parties shall not divulge at any time to any third person any confidential information relating to the other, except upon prior written consent of the other or where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction.

**ARTICLE 6. FORCE MAJEURE:**

No party shall be liable to the other for the delay or non-performance of its obligations under this AGREEMENT arising from any cause or causes beyond its reasonable control, including, without limitation, any of the following: act of God, government act, war, fire, flood, explosion or civil commotion.

**ARTICLE 7. DURATION OF THE AGREEMENT:**

This AGREEMENT shall take effect upon signing hereof and shall be valid and subsisting until the final and satisfactory fulfillment by the Parties of all the terms and conditions embodied herein; provided, however, that there shall be flexibility in the project duration as long as the specified Project Deliverables agreed upon by the Parties are met.

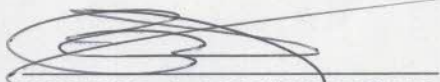
**ARTICLE 8. INDEMNITY:**

The CLIENT shall indemnify and hold the CONSULTANT free and harmless from any and all claims or causes of action of third parties arising from a negligent or otherwise wrongful act or omission by the CLIENT or its employees or representatives.

**ARTICLE 9. AMENDMENTS:**

This AGREEMENT supersedes all prior written and oral communications and agreements relating to the subject matter hereof. No amendment or modification of any of the terms and conditions of this AGREEMENT shall be valid unless evidenced by a written agreement executed by the duly authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT and affixed their signatures this 13<sup>th</sup> day of September, year 2023, in Quezon City.

  
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**GUILING A. MAMONDIONG**  
Secretary  
National Commission on Muslim Filipinos  
**CLIENT**

  
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**ANTONIO P. SANTOS**  
ISO Specialist  
**CONSULTANT**



Signed in the presence of:

**WITNESSES**

  
**TAHIR S. LIDASAN JR., CESO II**  
Executive Director  
NCMF

  
**HAIDEE V. AMPATUAN MNSA**  
Director III, Planning Service  
NCMF

Certificate of Availability of Funds:

I certify that funds are available for this project

  
**HASMIN D. MANONGGIRING**  
Acting Chief Accountant  
Finance & Management Service, NCMF

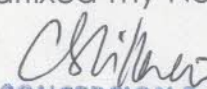
Republic of the Philippines )  
City of QUEZON CITY ) s.s.

**BEFORE ME**, this 13 SEP 2023 day of September, 2023 in QUEZON CITY, Philippines, personally appeared **GUILING A. MAMONDIONG**, with NCMF Identification No. \_\_\_\_\_ and **ANTONIO P. SANTOS**, with \_\_\_\_\_, known to me to be the same person who executed the foregoing instrument, and who acknowledged to me that the same is their free act and deed.

This instrument, consisting of FIVE (5) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the Parties and their witnesses, and sealed with my Notarial seal.

**IN WITNESS WHEREOF**, I have set my hand and affixed my Notarial seal on the day of, year and place above written.

Doc. No.: 329 \_\_\_\_\_  
Page No.: 66 \_\_\_\_\_  
Book No.: XLIX \_\_\_\_\_  
Series of: 20 23 \_\_\_\_\_

  
**ATTY. CONCEPCION P. VILLAREÑA**  
Notary Public for Quezon City  
Until December 31, 2023  
PTR No. 3716371 / January 3, 2023 Q.C.  
IBP No. 187803 / November 25, 2021 Q.C.  
Roll No. 30457 / 05-09-1980  
MCLE VII-0006994 / 09-21-2021  
ADM. MATTER No. NP-005 (2022-2023)  
TIN NO. 131-942-754