

TERMS OF REFERENCE

For the concession of Hospital Food Service for the Provision of Service Users' Meal - NCMH NDS Camarin Extension Facility

I. RATIONALE

Healthcare food service is one of the areas hospitals should consider outsourcing to be able to focus on clinical nutrition management. The Nutrition and Dietetics Section supports the institution in providing mental healthcare services through integrated clinical nutrition practice, training, and research. The top management approved to look for a food service concessionaire who will operate and manage the food production and delivery requirement of the service users. Thus, the winning foodservice provider shall be able to provide customize, flexible, transparent and cost-effective services that must meet the nutritional requirements of service users'.

II. APPROVED BUDGET FOR THE CONTRACT

The NCMH shall offer Public Bidding to all prospective and interested bidders as food service provider for breakfast, lunch and supper to an estimate of 100 service users' at NCMH Camarin Extension. The Approved Budget for the Contract (ABC) is at Twelve Million Nine Hundred Thirty-Four Thousand Two Hundred Forty Nine Pesos and Fifty Centavos (**Php 12,934,249.50**). This will cover three major meals namely breakfast, lunch and supper for service users per day and with supplementation (Nourishment and Egg Supplement) for service users' requiring additional supplementation depending on their current nutritional needs from January 01, 2024 to December 31, 2024.

The Approved Budget for the Contract (ABC) - January to December 2024 (365 Days)											
	KCAL	BREAKFAST (30%) (Php)	LUNCH (35%) (Php)	SUPPER (35%) (Php)	FOOD COST	OTHER COST			COST/DAY(Php)*	TOTAL CENSUS/DAY**	TOTAL (Php)
						Packaging Cost	Utilities 7.50%	TOTAL			
REGULAR AND THERAPEUTIC DIET											
ADULT	2170 KCal	100.73	117.52	117.52	294.86	18.8	22.11	40.91	335.77	100	12,255,605.00
SUPPLEMENTARY DIET											
NOURISHMENT	500 KCal#	for AM/PM distribution			65.00	5.22	4.88	10.10	75.10	23	630,464.50
EGG SUPPLEMENT		1 piece medium size (55g)							12.00	11	48,180.00
GRAND TOTAL											12,934,249.50
* Cost/Day for different age group (excluding supplementary diet) was based on the AO 2022-0020 as of October 11, 2024											
** Total Census per day was based on the CY 2022 average daily census from HIMS											
# 500 Kcal diet was based on the NDAP Diet Manual page 200 under the Determination of Caloric Prescription. Price range for snack was based on current market study.											

III. ELIGIBILITY REQUIREMENTS OF THE FOOD SERVICE PROVIDER

The winning food service provider:

1. Must comply with all the Eligibility Requirements set forth in R.A. 9184 for Procurement of Goods and Services
2. Must have a valid and updated Certificate of Good Performance with at least a satisfactory rating from previous clients and a proven track record of at least two (2) years' experience in food service operation.
3. Have adequate provisions and plans for repairing kitchen equipment, fixtures and other NCMH properties used in food service operation that may be damaged as a result of negligence or lack of routine maintenance.
4. Have at least one (1) owned and duly registered food delivery van for perishable items.
5. Have at least one (1) Food Safety Compliance Officer and at least one (1) Registered Nutritionist-Dietitians during food service operation. This is to ensure proper manning most especially during tray line service (food apportioning) and food distribution. RNDs must have an updated PRC license and an updated health certificate.
6. Provide NCMH NDS a copy of annual medical certificate for both old and new employees. Medical certificates shall be updated at all times especially if there are new hires. In the event that an outbreak (e.g. diarrhea, food poisoning, etc.) occurs, all employees must undergo laboratory examination (e.g. fecalysis).
7. Prepare all meals for breakfast, lunch and supper and the supplementary diet (Nourishment) outside the NCMH Camarin Extension Facility. Should the winning outsourced food service provider opt to use the NCMH Camarin Extension facility-kitchen, a separate meeting will be conducted with the Canteen Concessionaires Committee and the Housing and Accommodation Committee for the details and discussion of the rent.

IV. TECHNICAL PACKAGE

1. **MENU** - The NCMH Nutrition and Dietetics Section shall provide the winning food service provider the sample six (6) week menu cycle in tabulated format for both regular and therapeutic menu. The menu shall include household measurement with kilocalorie that must be followed by the winning food service provider. The standard component per meal for breakfast, lunch and supper must include the following:

Meal	Caloric Distribution	Component
Breakfast	650 kcal	Fruit, viand (meat dish), rice or substitute, and warm beverage (ex: Ginger Ale /Rice Coffee)
Lunch	760 kcal	Soup, viand (meat dish), vegetable dish, rice or substitute, fruit/dessert
Supper	760 kcal	Soup, viand, vegetable dish, rice or substitute, fruit/dessert
TOTAL KILOCALORIES PER DAY	2170 kcal	

The approved cycle menu (regular and therapeutic menu; and supplementary nourishment) can be revised in case the winning food service provider needs modifications. A minimum of three (3) days shall be given to make the necessary modifications prior to the implementation.

The in-house nutritionist-dietitian will randomly pick three (3) bento boxes, one (1) for regular; one (1) for DM diet; and one (1) for therapeutic diet. For the am/pm nourishment, the in-house nutritionist-dietitian will also randomly pick two (2) bento boxes one (1) for regular; and one (1) for therapeutic diet. It should be noted that the weight of the food gathered and stated in the food evaluation will serve as a guide to monitor food adequacy for certification purposes only. Signatures of the outsourced nutritionist-dietitian and in-house nutritionist-dietitian on the food evaluation document report shall be affixed to the food evaluation form to signify agreement without objection between two parties. Specific request listed shall be considered.

During food weighing and evaluation, the in-house nutritionist-dietitian and representative from the sanitation and an administrative officer shall conduct food taste test of the meal being evaluated for taste, freshness and set-up. The food testing shall be conducted at least two (2) times a week.

1.1. REGULAR DIET

Table 1.1			
REGULAR DIET - ADULT			
2170 kcal	Carbohydrates (g) 60-65%	Protein (g) 15-20%	Fat (g) 20-25%
Breakfast 650 kcal	98 - 106 g	24 - 33 g	14 - 18 g
Lunch 760 kcal	114 g - 124	29 g - 38 g	17 g - 21 g
Supper 760 kcal	114 g - 124	29 - 38 g	17 g - 21 g

Terms and Conditions:

- a. Regular diet must be served with one serving of fresh fruit per meal daily.
- b. Serve freshly prepared dishes for breakfast, lunch and supper.
- c. Serving of sweet products, sugar-based item/beverages and pastry as dessert is not allowed. This may exacerbate service users' current mental health condition.
- d. A serving of vegetable should contain at least 45 grams per meal.
- e. Avoid processed meats like ham, sausage, meatloaf and canned meat. (*Annex B. Guide in Eliminating Trans-Fatty Acids in Inpatient Meals*)
- f. The serving must be according to FNRI DOST – Food Exchange List serving portion and FNRI DOST Pinggang Pinoy Filipino Guide which includes vegetable, protein dish, rice and rice alternatives, and fruit.

Please use MOVABA (Moderation, Variety, Balance) principle as a guide;

- g. Soup must be provided every meal especially for dry foods (e.g. fried chicken, shanghai etc.).
- h. Meat / Fish must be served without bones and cut into bite/strip size.

1.2 PERSON WITH DIABETES DIET

Table 1.2			
PERSON WITH DIABETES DIET- ADULT			
2170 kcal	Carbohydrates (g) 55%	Protein (g) 20%	Fat (g) 25%
Breakfast 650 kcal	89 g	33 g	18 g
Lunch 760 kcal	105 g	38 g	21 g
Supper 760 kcal	105 g	38 g	21 g

Terms and Conditions:

- a. Person with Diabetes Diet must be strictly served with one (1) exchange of fresh fruits three (3) times a day (breakfast, lunch and dinner) to provide source of dietary fiber, vitamins and minerals.
- b. Serving of sweet products, sugar-based item/beverages and pastry as dessert is not allowed.
- c. Avoid processed meats like ham, sausage, meatloaf and canned meat. (*Annex B. Guide in Eliminating Trans-Fatty Acids in Inpatient Meals*)
- d. A serving of vegetable should contain at least 45 grams per meal.
- e. Soup must be provided every meal especially for dry foods (e.g. fried chicken, shanghai etc.).
- f. Meat/fish must be served without bones and cut into bite/strip size.
- g. Please refer to NDAP Diet Manual for further reference.

1.3 SOFT DIET

Table 1.3			
SOFT DIET - ADULT			
2170 kcal	Carbohydrates (g) 60-65%	Protein (g) 15-20%	Fat (g) 20-25%
Breakfast 650 kcal	98 - 106 g	24 - 33 g	14 - 18 g
Lunch 760 kcal	114 g - 124	29 g - 38 g	17 g - 21 g
Supper 760 kcal	114 g - 124	29 - 38 g	17 g - 21 g

Terms and Conditions:

- a. Soft Diet should be soft in consistency, easy to chew and made of simple, easily digestible foods. It should not contain insoluble fiber or strong flavors. Fried foods are not allowed.
- b. Serving of sweet products, sugar-based item/beverages and pastry as dessert is not allowed. This may exacerbate service users' current mental and other health condition.
- c. Avoid processed meats like ham, sausage, meatloaf and canned meat. *(Annex B. Guide in Eliminating Trans-Fatty Acids in Inpatient Meals)*
- d. Meat/fish must be served without bones and cut into bite/strip size.
- e. Please refer to NDAP Diet Manual for further reference.

1.4 OTHER MODIFIED DIETS

Table 1.4			
OTHER MODIFIED DIET - ADULT			
2170 kcal	Carbohydrates (g) 60-65%	Protein (g) 15-20%	Fat (g) 20-25%
Breakfast 650 kcal	98 - 106 g	24 - 33 g	14 - 18 g
Lunch 760 kcal	114 g - 124	29 g - 38 g	17 g - 21 g
Supper 760 kcal	114 g - 124	29 - 38 g	17 g - 21 g

Terms and Conditions:

- a. Other modified diets must be served with one serving (*consider FNRI DOST - Food Exchange List serving portion guide*) of fresh fruit daily per meal (e.g. banana lacatan, orange, papaya, watermelon or any fruits in season).
- b. Serving of sweet products, sugar-based item/beverages and pastry as dessert is not allowed. This may exacerbate service users' current mental and other health condition.
- c. Avoid processed meats like ham, sausage, meatloaf and canned meat. *(Annex B. Guide in Eliminating Trans-Fatty Acids in Inpatient Meals)*
- d. Low Salt, Low Fat, Low Purine and other modified diets must be served with a variety of protein dish to meet the recommended protein requirement.
- e. Soup must be provided every meal especially for dry foods (e.g. *fried chicken, shanghai etc.*).
- f. Meat/fish must be served without bones and cut into bite/strip size as recommended for mentally-ill service users.
- g. Diet such as clear liquids, general liquids and other modified diets ordered by the Physician-in-charge and is written in the diet list (e.g. *probiotic drink, salt packets (liberal salt diet), biscuits, candy, clear soup etc.*) must be served. This will be in accordance with the condition and agreement of the winning food service provider and in-house dietitians considering cost control and food portion replacement.
- h. Please refer to NDAP Diet Manual for further reference.

1.5 OTHER REQUIREMENTS

Terms of Conditions:

- a. Beverage for breakfast must be served in a stainless stockpot in each pavilion to ensure that it will be served warm to service users'. The winning food service provider shall also provide washable cups in each pavilion. Missing or worn-out washable cups must be replaced immediately by the winning outsourced food service provider. The NCMH Food Service Workers shall be responsible in the apportioning and distribution of beverage.
- b. Supplementary Nourishment shall be prepared and provided by the winning food service provider together with the washable food container and spoon (as needed). The washable food containers and/or spoon shall be collected by the winning food service provider together with the collection of bento boxes during supper. The request will be based on the number of requests reflected on the diet list as referred by the Physician-in-charge.

The supplementary nourishment must meet the criteria of 500 kcal to be provided as a snack. The food shall follow the standard caloric distribution for Regular Diet C65-P15-F20 and for Person with Diabetes C55-P20-F25. It must be flexible and modifiable to accommodate both regular and therapeutic diets (intended for person with diabetes, renal or high protein etc.).

The in-house nutritionist-dietitian will randomly pick one (1) regular supplementary nourishment and one (1) therapeutic supplementary nourishment that must undergo daily food evaluation per meal distribution (am & pm).

The winning food service provider shall ensure the preparation and proper meal distribution. The winning food service provider shall update the diet/meal tags for proper distribution to the intended service users. The in-house nutritionist-dietitian must ensure that the supplementary nourishment recipients shall receive the meal according to their diet.

Please observe the following preparation and delivery schedule of the Supplementary nourishment:

Supplementary	Preparation	Delivery/Distribution
Morning	5:30 AM	9:00 AM
Afternoon	12:30 PM	2:30 PM

- c. Egg supplementation shall be prepared and provided by the winning outsourced food service provider based on the number of request reflected on the diet list. The winning food service provider shall ensure the cooking and the proper distribution of hard boiled eggs (without shell) on the bento box. The in-house nutritionist-dietitian shall forward the updated diet/meal tags to the winning outsourced food service provider for proper distribution to the intended service users. Egg supplementation must be included inside the bento box.

- d. Sugar and Salt requirement from requesting pavilions shall be provided by the winning food service provider as per request that is reflected from the diet list. The in-house nutritionist-dietitian shall update and prepare the request for sugar and salt one day in advance.
- e. Special meals shall be provided on Christmas (December 25) and New Year's Day (January 01) by the winning food service provider. A sample menu of at least three (3) special Christmas and New Year menu options must be provided by the NCMH NDS two (2) weeks before the date of event subject for review by the winning food service provider. A meeting for the final menu choice shall be in place one (1) week prior to the date of event to ensure smooth operation on the special dates mentioned above.

2. BENTO BOX

Washable bento box (with at least 3 to 4 compartments) with cover and washable plastic spoon shall be provided by the winning food service provider for use by service user's meal for breakfast, lunch, and supper. Collection of bento boxes from different pavilions will be conducted one to two hours after every meal. Color coded bento boxes shall be observe per meal (e.g. White for breakfast, Red for Lunch and Blue for Supper).

2.1 Meals for Breakfast

The winning food service provider shall ensure the proper collection, sanitation and drying of used bento boxes with cover.

NCMH personnel assigned in pantry pavilions shall ensure the proper washing of used bento boxes with cover.

NCMH personnel in pantry pavilions shall ensure the proper washing, sanitation and drying of used washable cups and its inventory.

2.2 Meals for Lunch and Supper

The winning food service provider shall ensure the collection, sanitation and drying of used bento boxes with cover.

NCMH personnel assigned in pantry pavilions shall ensure the proper washing of used bento boxes with cover.

2.3 Infectious Disease

Disposable bento boxes with cover, disposable cups with lids and disposable spoons shall be provided by the winning food service provider to specific service user/s with infectious diseases.

2.4 Meal Tags

Meal tags and crates should be provided by the winning food service provider. All modified meal tags shall have the service users surname for ease of identification. Please use the following color coding for meal tags (may opt to use colored paper or highlighter):

Color	Diet
ORANGE	Modified and restricted sodium level and CKD
GREEN	Modified diets, person with diabetes, low cholesterol, low fat and hypoallergenic diet
YELLOW	General, clear liquid and soft diet
RED	Isolation precaution

The RND of the winning food service provider shall ensure that all bento boxes are inspected properly, free from any foreign objects and complete viands are included in the bento box before delivery.

3. MEAL CENSUS (diet list)

3.1 The NDS shall provide a copy of the diet list on or before 6:00 PM for the meal census of the following day.

3.2 Additional census during admission will be counted provided that the diet list and Meal Receiving Form is updated and properly documented. Any addition in the meal census during the day will be charged to NCMH accordingly.

4. MEAL SCHEDULE AND DISTRIBUTION

4.1 The winning food service provider shall comply with the following schedule of meal distribution to the different pavilions:

- a. Breakfast - 6:00am to 7:00 am
- b. Lunch - 10:30 am to 11:30 am
- c. Supper - 4:00 pm to 5:00 pm

Upon delivery of the service users' meal, the winning food service provider shall notify the NCMH authorized representative and present the Food Packed Meal Distribution and Endorsement Form for signature. Signed forms by the NCMH representatives, indicates complete delivery of food packs.

Updates on the Meal Census form shall be finalized on the same day when movements of service users from different pavilions occur and shall be made final between in-house RNDs and the winning food service provider RNDs only.

4.2 In the event of late delivery of food, food spoilage, presence of any foreign objects in food or any other incidence that may compromise the health and safety of service users, the in-house RND on-duty shall validate and forward the incident report from the concerned pantry pavilions to the winning food service provider. The winning food service provider shall inspect and validate the incident report and provide a written explanation on actions taken in that particular incident.

4.3 For spilled food packs during delivery the winning food service provider shall provide a replacement immediately.

5. INVENTORY

5.1 The winning food service provider shall at any time, must have a running inventory stock of the following:

- a. Non-perishable items - good for one (1) week to guarantee against any eventuality of unforeseen event that may hamper the operation of the service.
- b. Perishable items – good for not less than (3) days to guarantee against any eventuality of unforeseen event that may hamper food service operation.

6. COOKING EQUIPMENT

6.1 The winning food service provider shall be responsible for the provision of the basic requirements necessary to the production operation, such as but not limited to the following:

- a. Cooking equipment;
- b. Cooking wares and utensils;
- c. Refrigerator;
- d. Freezer;
- e. Fire extinguishers;
- f. Grease trap

V. TECHNICAL LOGISTICS AND ORGANIZATIONAL COMPETENCE

A. REGISTERED NUTRITIONIST-DIETITIAN (RND)

1. During the entire duration of the contract, the winning food service provider must have at least one (1) Registered-Nutritionist Dietitian employee with an experience in the field of institutional catering and hospital food service system to ensure that foods are prepared according to standards, codes of practice and other control measures to prevent or minimize food safety hazards. The winning food service provider RND shall ensure that the food being served to our service users are complete and accurate. The winning food service provider RND shall ensure proper monitoring most especially during tray line. The winning food service provider RND shall also include ward rounds during meal time to immediately address any concern/s and must attend monthly meetings from the different pavilions together with the in-house RNDs for fast resolution of issues and concerns. The following are the minimum requirements for the RND:

- a. An updated and certified true copy of PRC ID and Health Certificate from the City Health Office must be available.
- b. At least one (1) Camarin Registered-Nutritionist Dietitian must have relevant trainings on HACCP, Food Safety and Sanitation and other trainings related to food service operations (to be submitted during post qualification).

B. FOOD SAFETY COMPLIANCE OFFICER (FSCO)

a. The winning food service provider must have a regular Food Safety and Compliance Officer in compliance with R.A 10611, otherwise known as the Food Safety Act of 2013. The FSCO shall monitor or implement HACCP-based system to ensure quality and safe meals are being provided to our service users.

C. KITCHEN PERSONNEL (COOKS AND FOOD HANDLERS)

The winning food service provider shall:

1. Employ only qualified individuals to ensure the highest standard of service. All employees must have a Health Certificate issued by the Health and Sanitation Office of the City Health Officer
2. Provide Personal Protective Equipment (PPE) such as hairnet, hand gloves, apron and face mask.
3. Equip personnel with basic training on fire safety, food safety and sanitation at the start of the operation.
4. Provide official uniform with proper identification (e.g. ID and t-shirt with name tag) and appropriate footwear (closed shoes) to their personnel while inside hospital premises.
5. Post and provide an updated organizational structure with proper identification and designation of employees in a conspicuous place within the dietary premises.
6. Ensure that all personnel must be fully vaccinated from COVID-19.

D. MAINTENANCE OF KITCHEN FACILITIES

1. The winning food service provider shall, at its own expense undertake janitorial duties and all minor repairs necessary in the operations and management of the dietary facility. This shall include cleaning, repairing and replacing of kitchen facilities and other equipment to maintain proper function and orderliness.
2. The winning food service provider shall cover the expenses for the repairs or damages cause by force majeure. The same applies on damages caused by negligence from their staff such as fire or any damage to NCMH property during operations.
3. The winning food service provider shall coordinate with NCMH Sanitation Office regarding the monthly water analysis test.
4. The winning food service provider shall be responsible for the monthly schedule of pest control in the kitchen, including insects, rodents, vermin and other nuisance pest. They shall maintain the premises clean and orderly at all times.
5. Proper waste segregation and disposal shall be in place and must be followed accordingly based on their operation manual and contingency plan. A copy of the operation manual and contingency plan shall be provided by the winning food service provider to NCMH NDS for future reference and proper documentation. Garbage bags shall be provided by the winning food service provider for non-biodegradable (black garbage bags) and biodegradable waste (green garbage bags). The winning food service provider shall be responsible for the disposal of their daily waste.

E. EMPLOYER-EMPLOYEE RELATIONSHIP

1. The winning food service provider is and shall remain independent contractor and that there shall be no employer-employee relationship between NCMH, on one hand, and the winning food service provider or its personnel, on the other hand.
2. The winning food service provider shall hold NCMH free from any liability, causes of action or claims which may be filed by its personnel relating to their employment by the winning food service provider, or based on the claim that the personnel are employees of NCMH, under the provision of the Labor Code, the Social Security, and all other laws, and regulations in force or which hereafter may be enacted.
3. In the event NCMH be impleaded in any such action or case, NCMH shall be authorized to withhold from the winning food service provider's collectible accounts such amounts as would reasonably approximate the claims of their personnel against them in case the same is executed against NCMH, and which shall be the sole obligation of the winning food service provider.
4. The winning food service provider shall hold NCMH free from and all liabilities, damages, losses arising from death or injuries of their personnel, due to its own fault, negligence, act or omission, while in the performance of its undertaking and obligations.

F. SECURITY AND SAFETY PRECAUTIONS

1. The winning food service provider shall adhere to the guidelines set by NCMH.
2. The delivery vehicles shall maintain a 20 kph speed limit within hospital premises. Failure to comply will lead to disciplinary action. Any damages to NCMH property, personal damages and injury claims incurred during vehicular accidents shall be covered by the winning food service provider. An incident report shall be filed within 24 hours subject for investigation.
3. For ease of identification NCMH NDS will issue IDs to the winning food service provider personnel that they shall wear at all times during the tour of duty.

G. OPERATIONS MANUAL AND CONTINGENCY PLAN

1. The winning food service provider shall provide a copy of supply delivery and risk management plan in the events such as natural calamity/disaster (fire, flooding etc.), accidents with damage to property and no electricity or water supply available.

VI. OPTIONAL TECHNICAL SPECIFICATION

In case the winning food service provider opts to utilize the NCMH utilities, the following provisions shall apply. Power and water consumption will be based on sub-meter reading from NCMH and Manila water. A monthly reading with the presence of the winning food service provider representative and NCMH NDS Dietitian representative shall be present for transparency.

1. POWER CONSUMPTION

- 1.1 Electricity consumption shall be charged to the winning food service provider and will be billed on a monthly basis. Electric meter

will be provided by winning food service provider to determine actual energy consumption. Payment for monthly billing of energy consumption shall be payable at the Collecting Office.

2. WATER

2.1 Water consumption shall be charged to the winning food service provider and will be billed on a monthly basis. Water meter will be provided by the winning food service provider to determine actual water consumption. Payment for monthly billing of water consumption shall be payable at the Collecting Office.

3. FUEL

3.1 The winning food service provider may choose the following options:

- a. To install their own pipeline and bullet tanks for their own LPG consumption;
- b. Use the existing NCMH LPG provider.

3.2 The winning food service provider shall submit Certificate of Preventive and Predictive Maintenance of LPG Pipeline System (quarterly and annual)

VII. PERFORMANCE EVALUATION

The contract is subject to performance evaluation and assessment (daily, weekly, and monthly) of the NCMH Nutritionist – Dietitian’s (NDs) or the authorized representative of the HoPE. Performance Evaluation shall be coordinated with the winning food service provider’s representative. The NCMH Nutrition and Dietetics Section (NDS) Chief shall submit to the HoPE the Performance Evaluation Rating and monthly Report for review and final approval. The NCMH Nutrition and Dietetics Section (NDS) Chief shall propose to the HoPE the Performance Evaluation Criteria with proper rating factors from (1) POOR PERFORMANCE, (2) NEEDS IMPROVEMENT, (3) FAIRLY SATISFACTORY, (4) SATISFACTORY (5) VERY SATISFACTORY (6) EXCELLENT.

The winning food service provider shall allow NCMH authorized representatives to inspect facilities, equipment and premises during operating hours for the duration of the effectivity of the Contract to ensure satisfactory and courteous service, safe, sanitary and clean facilities in the entire area (kitchen, stockroom, and its immediate premises).

Criteria in Grading the Winning Service Provider	Percentage
Food Production	20%
Facility Maintenance and Equipment	20%
Personnel Management and Company Function	20%
Weekly Evaluation	40%
TOTAL	100%

BREAKDOWN OF CRITERIA

Descriptive Rating	% Equivalent
Excellent	95-100
Very Satisfactory	90-94
Satisfactory	85-89
Fairly Satisfactory	80-84
Needs Improvement	75-79
Poor Performance	74 and below

The winning food service provider must obtain a passing rate of 75%. Thus, there should be no sanction acquired for the month in order to get a good standing compliance. In case a certain sanction was attained in a month, a poor compliance evaluation will be automatically given.

The winning food service provider shall receive a written warning on poor performance when it has an accumulated (3) three poor performance score within the first six months of service. If in the next (6) six months the winning food service provider shall receive another (3) three poor performance score, the winning food service provider will not receive a certificate of good performance and will no longer be allowed to join the public bidding at NCMH for (2) two consecutive years.

VIII. OFFENSES AND PENALTIES

1. Any **DOCUMENTED** negative feedback shall be endorsed to the winning food service provider for comments and corrective actions.

2. Infarctions committed by the winning food service provider may be classified as Minor or Major Offenses.

- a. **For Minor Offenses** (i.e. failure to deliver on time, serving of viand/rice not properly cooked, food spoilage, inadequate kcal or below specification and inadequate food preparation)

Winning food service provider shall be notified of any commission of Minor Offenses in writing by the NCMH authorized representative and the winning food service provider shall immediately make necessary corrective measures.

Failure on the part of the winning food service provider to make the necessary corrections within the reasonable time shall be a ground for imposition of Liquidated Damages pursuant to Section 6 of the 2022 amendments to the Revised IRR of RA 9184.

Continued refusal and/or failure of the winning food service provider to make the necessary corrective measures within reasonable time shall be a ground for withholding of payment and/or Termination of Contract.

- b. **For Major Violation** (i.e. presence of any dead bugs or foreign object in the food and other issues that may endanger the health

and safety of service user). In cases when a major violation occurs, the concerned pavilions' all beverages or food shall be recalled and replaced immediately without hesitation.

The NCMH HoPE upon receipt of a written report of commission of any Major Offense/s shall form a Fact-Finding investigation committee (FFIC) to determine the seriousness of the infractions committed by the winning food service provider. The FFIC shall submit their report in writing immediately upon completion of the investigation and recommend the appropriate sanctions based on applicable GPPB rules and regulations.

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