



# National Center for Mental Health

## TERMS OF REFERENCE

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

### I. RATIONALE

To provide the food service delivery to the service users of National Center for Mental Health (NCMH), 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. The winning service provider must meet the nutrition standard and ensure safe, quality and nutritious meals. Thus, the winning service provider 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 3,200 at NCMH Main Facility service users. The Approved Budget for the Contract (ABC) at Two Hundred Eighty Five Million Nine Hundred Twenty Six Thousand Four Hundred Pesos (Php 285,926,400.00) or Two Hundred Ninety Two Pesos (Php 292.00) covers three meals namely breakfast (Php 100.00), lunch (Php 100.00), and supper (Php 92.00) for each service user per day from March 1, 2023 to December 31, 2023.

### III. ELIGIBILITY REQUIREMENTS OF THE FOOD SERVICE PROVIDER

The winning food service provider shall:

1. Must comply with all the Eligibility Requirements set forth in R.A. 9184 for Procurement of Goods and Services
2. Have a proven track record of at least three (3) years' experience in hospital food service / operation.
3. Have adequate provisions and plans for providing and refurbishing kitchen equipment and shoulders the repair/s of fixtures and other NCMH properties used in food service operation.
4. Have at least two (2) owned and duly registered air-conditioned food delivery vans for perishable items.
5. Have at least three (3) owned and duly registered closed food delivery vehicle for the meal distribution.
6. Have at one (1) Food Safety Compliance Officer and at least six (6) Registered Nutritionist-Dietitians at Main facility. This is to ensure proper manning most especially during tray line and food distribution. RNDs must have an updated PRC license and an updated health certificate.

*"There is no Health without Mental Health"*

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7. Have at least One Hundred (100) experienced personnel in food handling at Main Facility.
8. Provide NCMH NDS a copy of updated medical certificate for both old and new employees. Medical certificates shall be updated at all times especially if there are new hires.
9. Have a valid and updated ISO 9001:2015 Standards – Quality Management Systems for Catering Services and Food Packs.

**IV. TECHNICAL PACKAGE**

1. **MENU** - The winning food service provider shall submit the following:
  - a. **Standardized recipes** with exact measurements of the ingredients and consistency in the preparation method. It shall include the menu item name, total yield portion size, ingredient list/quantity.
  - b. **Six (6) week cycle menu** in a tabulated form. It must include the portion weight and kilocalorie. It must cover breakfast, lunch and supper for both regular and modified diets. Standard component per meal to include:

<b>Meal</b>	<b>Caloric Distribution</b>	<b>Component</b>
Breakfast	725 kcal	Fruit, viand, rice or substitute, and warm beverage (ex: Ginger Ale /Rice Coffee)
Lunch	725 kcal	Soup, viand, vegetable dish, rice or substitute, fruit/dessert
Supper	720 kcal	Soup, viand, vegetable dish, rice or substitute, fruit/dessert
<b>TOTAL KILOCALORIES PER DAY</b>	<b>2170 kcal Adolescents (M:2,850kcal, F:2220 kcal)</b>	

The submitted six (6) week menu cycle must be reviewed and approved by the NCMH Chief of Nutrition and Dietetics Section two weeks prior to execution. The 2170 kcal intake requirement for the NCMH service users with specific caloric distribution and weight in grams indicated should be and must be strictly followed.

The in-house nutritionist-dietitian will randomly pick one (1) bento box for regular diet and one (1) bento box for therapeutic diet that must undergo daily food evaluation per meal distribution (breakfast, lunch and supper) or may do so in multiple times in a day as the need arise. 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 requests / demands listed shall be considered.

### 1.1. REGULAR DIET

Table 1.1 REGULAR DIET						
2170 Kcal	Carbohy- drates 60-65%	Approx. Exchanges	Protein 15 -20%	Approx. Exchanges	Fat 20 - 25%	Approx. Exchanges
Breakfast 725 kcal	110 - 120 g	4.5 - 5 exchanges	25 - 30 g	3 - 4 exchanges	15 - 20 g	3 - 4 exchanges
Lunch 725 kcal	110 - 120 g	4.5 - 5 exchanges	25 - 30 g	3 - 4 exchanges	15 - 20 g	3 - 4 exchanges
Supper 700 kcal	110 - 120 g	4.5 - 5 exchanges	25 - 30 g	3 - 4 exchanges	15 - 20 g	3 - 4 exchanges

Food Item	Household measurement per share
Meat (Pork / Beef)	105 g - 140 g
Chicken leg (85% edible portion)	125 g - 165 g
Chicken thigh (66% edible portion)	160 g - 210 g
Chicken breast (100% edible portion)	90 g - 120 g
Fish (without head)	105 g - 140 g
Rice	260 g - 300 g
Vegetable	45 g
Fruits	40 -50g
Bread and other rice substitutes	Varies

#### Terms and Conditions:

- a. Regular diet must be served with one serving of fresh fruit per meal daily;
- b. 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;
- c. Soup must be provided every meal especially for dry foods (*e.g. fried chicken, shanghai, etc.*).
- d. Meat / Fish must be served boneless and cut into bite/strip size.



## 1.2 PERSON WITH DIABETES DIET

2170 Kcal	Carbohydrates 55%	Approx. Exchanges	Protein 20%	Approx. Exchanges	Fat 25%	Approx. Exchanges
Breakfast 725 kcal	99 g	4 exchanges	25 - 35 g	4 exchanges	19 g	4 exchanges
Lunch 725 kcal	99 g	4 exchanges	25 - 35 g	4 exchanges	19 g	4 exchanges
Supper 720 kcal	99 g	4 exchanges	25 - 35 g	4 exchanges	19 g	4 exchanges

Food Item	Household measurement per Share
Meat (Pork / Beef)	140 g
Chicken leg (85% edible portion)	165 g
Chicken thigh (66% edible portion)	210 g
Chicken breast (100% edible portion)	120 g
Fish (without head)	140 g
Rice	240 g - 280 g
Vegetable	45 g
Fruits	40 g
Bread and other rice substitutes	Varies

### 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. A serving of vegetable should contain at least 45 grams per meal.
- d. Soup must be provided every meal especially for dry foods (*e.g. fried chicken, shanghai, etc.*).
- e. Meat/fish must be served boneless and cut into bite/strip size.
- f. Please refer to NDAP Diet Manual for further reference.

### 1.3 SOFT DIET

Table 1.3 SOFT DIET						
2170 Kcal	Carbohydrates 60-65%	Approx. Exchanges	Protein 15 -20%	Approx. Exchanges	Fat 20 - 25%	Approx. Exchanges
Breakfast 725 kcal	110 - 120 g	4.5 - 5 exchanges	25 - 30 g	3 - 4 exchanges	15 - 20 g	3 - 4 exchanges
Lunch 725 kcal	110 - 120 g	4.5 - 5 exchanges	25 - 30 g	3 - 4 exchanges	15 - 20 g	3 - 4 exchanges
Supper 700 kcal	110 - 120 g	4.5 - 5 exchanges	25 - 30 g	3 - 4 exchanges	15 - 20 g	3 - 4 exchanges

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. Meat/fish must be served boneless and cut into bite/strip size.
- c. Please refer to NDAP Diet Manual for further reference.

### 1.4 OTHER MODIFIED DIETS

Table 1.4 OTHER MODIFIED DIETS (Low Salt, Low Fat, Low Purine, etc.)						
2170 Kcal	Carbohydrates 60-65%	Approx. Exchanges	Protein 15 -20%	Approx. Exchanges	Fat 20 - 25%	Approx. Exchanges
Breakfast 725 kcal	110 - 120 g	4.5 - 5 exchanges	25 - 30 g	3 - 4 exchanges	15 - 20 g	3 - 4 exchanges
Lunch 725 kcal	110 - 120 g	4.5 - 5 exchanges	25 - 30 g	3 - 4 exchanges	15 - 20 g	3 - 4 exchanges
Supper 700 kcal	110 - 120 g	4.5 - 5 exchanges	25 - 30 g	3 - 4 exchanges	15 - 20 g	3 - 4 exchanges

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 (i.e., banana lacatan, orange, papaya, watermelon, or any fruits in season).
- b. 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.
- c. Soup must be provided every meal especially for dry foods (*e.g. fried chicken, shanghai, etc.*).
- d. Meat/fish must be served boneless and cut into bite/strip size as recommended for mentally-ill service users.

- e. Diet such as clear liquids, general liquids and other modified diets ordered by the physician in charge and written in the diet list (*i.e. probiotic drink, salt packets (Liberal salt diet), biscuits, candy, clear soup and 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.
- f. Please refer to NDAP Diet Manual for further reference.

**1.5 OTHER REQUIREMENTS**

Terms of Conditions:

- a. Nutritional formula for tube feeding and oral nutritional supplement/snack shall be provided by the winning food service provider together with the disposable food grade bottle. The following nutritional formulas are intended for use as a sole source of nutrition for tube fed service users or as an oral nutritional supplement/snack. The in-house nutritionist-dietitian shall prepare the request for nutritional formula one day in advance. The following requirement for nutritional formulas are as follows:

<b>NUTRITIONALS</b>	<b>NCMH Main</b>
Nutritional Powder, complete and balanced nutrition, with high quality protein, heart-friendly fat blend, lactose-free, gluten-free, vanilla/strawberry flavor, 400 gms/can.	10,000 cans of 400 gms
Nutritional Powder, designed for people with diabetes and hyperglycemia, low glycemic index, lactose free, gluten-free, vanilla flavor, 400 gms/can	3,000 cans of 400 gms
Nutritional Powder, high quality whey protein that serve as protein substitute and can be mixed with other formulas, liquids and food, vanilla flavor, 223 grams	700 cans of 223 gms
Ready to Drink Nutritional Supplementation, low potassium and specifically formulated for dietary management of individuals with chronic or acute renal disease requiring dialysis, vanilla flavor, 237ml	700 bottles of 237ml
Ready to Drink Nutritional Supplementation, specifically formulated for dietary management of non-dialyzed patients with chronic or acute renal disease, requiring a low protein diet, lactose-free, gluten free, vanilla flavor, 237ml	700 bottles of 237ml



- b. Egg supplementation will be provided by the winning food service provider based on the number of request reflected on the diet list. The needed allocation for eggs/per year is 108,000 pieces of fresh, medium (55g) in size. The in-house nutritionist-dietitian shall prepare the request one day in advance. The winning food service provider shall ensure the cooking and the proper distribution of hard cooked eggs on the bento box. The in-house nutritionist-dietitian shall forward the updated diet/meal tags to the winning food service provider for proper distribution to t intended service users.
- 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 (January 1). A sample menu of at least three (3) special Christmas and New Year menu must be submitted one (1) week before the date subject for review and final approval of the NCMH-NDS Chief Dietitian.

## **2. BENTO BOX**

Washable bento box (4 compartment) with cover and 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.

### **2.1 Meals for Breakfast**

The winning food service provider shall provide the washable cups with lids (beverage) and ensure the collection, sanitation and drying.

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

### **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 Red Zone (Covid-19 Infection and other infectious diseases)**

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 under red zone or 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 highlight):

**ORANGE** - for all server users with modified and restricted sodium level, CKD service users

**GREEN** - for all service users with modified diets, person with diabetes, low cholesterol, low fat, hypoallergenic diet

**YELLOW** - for all service users on general and or clear liquid diet and soft diet

**RED** - for all service users in isolation precaution

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

### **3. MEAL CENSUS**

- 3.1 The NDS shall be responsible in the consolidation of daily census of service users for the preparation of meals for breakfast, lunch and supper.
- 3.2 The NDS shall submit the Patient Meals Summary on or before 6:00 PM for breakfast, lunch and supper of the following day.
- 3.3 The winning food service provider shall ensure enough buffer of at least 30 to 50 pax per meal in case there is an increase in service users' census due to admission.
- 3.4 The winning food service provider shall prepare the Food Packed Meal Distribution and Endorsement Form to be signed by both parties during the delivery of meals.

### **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 - 5:30 am to 6:30 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 The winning food service provider shall provide three (3) closed delivery vehicles that will distribute all packed meals to the different pavilions. The delivery vans shall be cleaned and sanitized before and after use to ensure that proper hygienic practices are implemented at all times.
- 4.3 In the event of late delivery of food, food spoilage, presence of 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.
- 4.4 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 AND FOOD PRODUCTION**

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

6.2 The winning food service provider shall prepare and cook all meals (breakfast, lunch and supper) at the designated NCMH kitchen facility in order to avoid food spoilage or delay in food delivery.

## **V. TECHNICAL LOGISTICS AND ORGANIZATIONAL COMPETENCE**

### **A. REGISTERED NUTRITIONIST-DIETITIAN**

1. During the entire duration of the contract, the winning food service provider must have at least six (6) 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 of Mandaluyong must be available.
- b. At least one (1) of the six (6) Main Registered-Nutritionist Dietitian must have three (3) years of 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**

- 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 of Mandaluyong City yearly.
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 or 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 shall be coordinated with the Engineering Department. 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. RENTAL OF FACILITIES (KITCHEN/STOCK ROOM)**

1. All NCMH facilities/rooms that will be occupied by the winning food service provider for their operations shall have a corresponding rent based on existing/approved NCMH rental.
2. The winning food service provider has an option to provide lodging for their staff or storage room outside the NCMH facility. They shall ensure that the location is within Mandaluyong area in order to avoid unnecessary delay in their operations.

#### **G. 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 20kph 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.

#### **H. 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 prospective bidder 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 Cashier's 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 Cashier's 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.

**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 recommend to the HoPE the Performance Evaluation Rating 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).

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

**BREAKDOWN OF CRITERIA**

<b>Descriptive Rating</b>	<b>% Equivalent</b>
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 85%. 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).

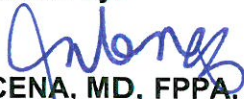


The NCMH HoPE upon receipt of a written report of commission of any Major Offense/s shall form a Fact-Finding investigation committee (FFIC) to determine the seriousness of the infractions committed by the winning food service provider. The FFIC shall submit their report in writing immediately upon completion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


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