MINISTRY OF HEALTH AND MASS MEDIA

National Competitive Bidding

Procurement of customization and maintenance service of Hospital Information Management System (HIMS) and Related Modules of Teaching Hospital Peradeniya.

Contract No: THP/AF/01/2025

Teaching Hospital Peradeniya

Peradeniya

Invitation for Bids

Procurement of customization and maintenance service of Health Information Management System (HIMS) and Related Modules of Teaching Hospital Peradeniya.

Contract (Bid) Number: THP/AF/01/2025

1. The Chairman of the Regional Procurement Committee of the Teaching Hospital Peradeniya now invites sealed bids from eligible and qualified bidders for **Procurement of Customization and Maintenance Service of Health Information Management System (HIMS) and Related Modules of Teaching Hospital Peradeniya.**

2. The intended service period is 365 days and will be extended for another 2 years based on the requirement of the THP subjected to performance of the service provider or decision taken by the Ministry / government.

3. Bidding will be conducted through National Competitive Bidding (NCB)

4. Interested eligible bidders may obtain further information from Director of Teaching Hospital, Peradeniya. (Tel. No.0812388001, E-mail – perahospital@gmail.com).

5. The Bidding Documents could be downloaded and inspect from the official website of Teaching Hospital Peradeniya www.peradeniya-hospital.health.gov.lk from **22nd August 2025.**

6. A non-refundable sum of **Rs. 2,500.00** as Bid Document fee should be paid to the Shroff of Peradeniya Teaching Hospital or deposited in the **Hospital Account No.057100129025207** of People's Bank the relevant receipt should be submitted along with bid Documents.

7. Bid security amount would be **Rupees Forty Five Thousand (Rs. 45,000.00)** and should be valid till **26.12.2025.**

8. Bids should be valid up to **28.11.2025**.

9. Pre-bid meeting will be held at **14.30 hrs** on **02.09.2025** at the below address.

10. Original & Duplicate bids shall be sealed separately and marked outside of the sealed envelope clearly as "Original" and "Duplicate". Then the both Original & Duplicate sealed envelopes shall be enclosed together in one envelope marked "**Procurement of Customization and Maintenance Service of (HIMS) and Related Modules of Teaching Hospital Peradeniya**" on the top left hand corner and placed in the tender box made available at Accountant Office of the Teaching Hospital Peradeniya or sent by registered post to below address to reach on or before **10.30 hrs** on **12.09.2025.** Late bids will be rejected. Bids will be opened soon after closing, in the presence of the bidders' representatives who choose to attend at the below address.

11. The Regional Procurement Committee, Teaching Hospital Peradeniya reserves the right to reject any or all bids and the right to accept any portion of a bid, at any time prior to awarding of a contract without giving any reasons for such action. The Regional Procurement Committee, Teaching Hospital, Peradeniya is not bound to accept the lowest or any bids.

12. The address referred to above is Name of PE

    Chairman,
    Procurement committee,
    Teaching Hospital, Peradeniya.

Contents of the Bidding Document

Section I	Instructions to Bidders
Section II	Bidding Data
Section III.I	Forms of Bid
Section III.II	Bid Guarantee
Section III.III	Non-collusion Affidavit
Section IV	Requirement and description of the Services, Qualification Information and Qualifications of Staff
Section V	Conditions of Contract
Section VI	Price schedule
Section VII	Method of payment

Section I - Instructions to Bidders

A. General

1	**Scope of bid**	1.1. The THP, as defined in the Bidding Data, invites bids for the **Procurement of customization and maintenance service of Health Information Management System (HIMS) and Related Modules of Teaching Hospital Peradeniya** as described in the section IV-Requirement and description of service to the Contract.
		1.2. The successful bidder will be expected to carry out the service for 365 days after awarding the contract. Extended for another 2 years will be considered by the hospital based on the requirement and performance of the service provider.
2	**Qualification and experience of bidder**	2.1. All bidders shall provide in Section III, other relevant documents, Forms of bid and qualification and experience information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
		2.2. If stated in the bidding data, all bidders shall include the following information and documents with their bids in Section III:
		a) List of services performed for each of the last five years
		b) Experience in services of a similar nature for each of the last three years, and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
		c) Work plan and methodology / Capacity to carry out the work
		d) Qualifications and experience of key staff proposed for the contract
3	**Cost of bidding**	3.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the THP will in no case be responsible or liable for those costs.
4	**Site visit**	4.1. The bidder, at the bidder's own responsibility and risk, is encouraged to visit and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services. The costs of visiting the site shall be at the bidder's own expense.

5	**Contents of bidding document**	5.1. The set of bidding documents comprises the documents listed in page number 2.
6	**Clarification of bidding documents**	6.1. A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

B. Preparation of Bids

7	**Language of bids**	The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the THP shall be written in English Language.
8	**Document comprising the bid**	All related documents (Originals) shall be submitted in sealed envelope. Envelop shall contain the identification of the contract as defined in the contract data. Duplicate / copy may be submitted in a separate envelope.
9	**Bid price**	The contract shall be for the **Procurement of customization and maintenance service of Health Information Management System (HIMS) and Related Modules of Teaching Hospital Peradeniya,** as described in the THP's requirements, Section IV, based on the priced Activity Schedule submitted by the Bidder.
		The Bidder shall fill in rates and prices for all items of the Services described in Requirements, Section IV. Items for which no rate or price is entered by the Bidder will not be paid for by the THP when executed and shall be deemed covered by the other rates and prices in under the section of proposed cost.
		All duties, taxes, and other levies payable by the service provider under the contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total bid price submitted by the bidder. However, VAT shall be included separately.
10	**Currency of bids and payment**	Shall be in Sri Lankan Rupees.
11	**Pre-Bid Meeting**	Will be held at **14.30 hrs** on **02.09.2025** at the Lecture Hall, Teaching hospital Peradeniya.
12	**Bid validity**	Bids should be valid up to **28.11.2025**.

13	**Bid Security**	12.1. Bid Security shall be: **Rupees Forty Five Thousand (Rs. 45,000.00)**
		a) Should be valid till **26.12.2025.**
		b) issued by a Commercial Bank operated in Sri Lanka approver by the Central Bank of Sri Lanka or Insurance Company operated in Sri Lanka approved by the Insurance Board of Sri Lanka, (from time to time)
		12.2. The Bid Security may be forfeited: c) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; d) if the Bidder does not accept the correction of the Bid price e) in the case of a successful Bidder, if the Bidder fails within the specified time limit to: Sing the contract or furnish the performance security

C. Submission of Bids

14	**Sealing and Marking**	Bids shall be marked as: **Procurement of customization and maintenance service of Health Information Management System (HIMS) and Related Modules of Teaching Hospital Peradeniya**
15	**Submission of bids**	Bids should be submitted to: **Chairman,** **Procurement committee,** **Teaching Hospital, Peradeniya.** Bids shall be submitted on or before **10.30 hours 12.09.2025**

D. Bid Opening and Evaluation

16	**Bid opening**	Will be done at the Lecture Hall, Teaching hospital Peradeniya on **10.30 hours 12.09.2025.**
		The bidder's representative who are present shall confirm their attendance by signing the attendance sheet
17	**Clarification of bids**	To assist in the examination, evaluation, and comparison of bids, the THP may, at the THP's discretion, request any Bidder for clarification of the Bidder's Bid and other information that the Employer may require.

18	**Evaluation**	The Procurement Entity reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be considered in Bid evaluation.
		Bids would be evaluated according to the terms and conditions procurement guidelines 2024
18.1	**Criteria**	Bidders score 80% or higher for "**Minimum Qualifications of the software programmers**" **would be considered as responsive bidders and would be consider for further evaluation. Rest of the bidders would be treated as Non-responsive**

Award of Contract

19	**Award of contract**	THP will award the contract to the substantially responsive, lowest evaluated bidder
20	**Right to accept any bid and to reject any or all bids**	THP reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the THP's action
21	**Performance security**	Value of performance security is ten percent (10%) of the contract value. Performance security shall be submitted within 14 days after receipt of the letter of acceptance, the successful bidder shall deliver to the employer a performance security in the amount and in the form. (Bank Guarantee)

Section II - Bidding Data

	The Employer	Teaching Hospital Peradeniya
		The name and identification number of the Contract is **Procurement of customization and maintenance service of Health Information Management System (HIMS) and Related Modules of Teaching Hospital Peradeniya** Contract (Bid) Number - **THP/AF/01/2025**
1	Intended duration of the contract	The contract will initially be awarded for a period of one year and annually continue for three years, subjected to performance of the service provider or based on decision taken by the Ministry/government.
2	Period of bid validity	Should be valid till **28.11.2025.**
3	Pre-Bid Meeting	Will be held at **14.30 hrs** on **02.09.2025** at the Lecture Hall, Teaching hospital Peradeniya.
4	Amount of bid security	For an amount of **Rupees Forty Five Thousand (Rs. 45,000.00)**
5	Duration of bid security validity	Should be valid till **26.12.2025.**
6	Payment of liquidated damages	Applicable

Section III - Forms of bid (I)

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

No.: THP/AF/01/2025

To: **Director, Teaching Hospital Peradeniya**

We, the undersigned, declare that:

(a)   We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services related to the **Procurement of customization and maintenance service of Hospital Information Management System (HIMS) and Related Modules of Teaching Hospital Peradeniya**

(b)   The total price of our Bid **without VAT**, including any discounts offered is: …………………………………………………………………. *[Insert the total bid price in words and figures];*

(c)   The total price of our Bid **including VAT**, and any discounts offered is: ………………………………………………… *[insert the total bid price in words and figures];*

(d)   Our bid shall be valid for the period of time specified in Section ii (bidding data), from the date fixed for the bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e)   If our bid is accepted, we commit to obtain a performance security in accordance with Section V (Condition of Contract) for the due performance of the Contract;

(f)   Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

(g)   We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(h)   We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name:

………

[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Bid Guarantee

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]
--------------- [Insert issuing agency's name, and address of issuing branch or office] ------

Beneficiary: Director, Teaching Hospital Peradeniya

Date: ----------------------------- *[insert (by issuing agency) date]*

BID GUARANTEE No.:   --------------------------- *[insert (by issuing agency) number]*

We have been informed that --- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ------------------ *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of --------------------------- *[insert name of Supplier]* under Invitation for Bids No. ----------------------- *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we -- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ------------------------------ *[insert amount in figures]* -------------------------- --- *(insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

   (a)   Has withdrawn its Bid during the period of bid validity specified; or

   (b)   Does not accept the correction of errors in accordance with the Instructions to
         Bidders (hereinafter "the ITB"); or

   (c)   having been notified of the acceptance of its Bid by the Purchaser during the period of
         bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or
         refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ------------- *(insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date._____

[Signature(s) of authorized representative(s)]

Non-collusion Affidavit

(Relevant Reference to the Procurement Guidelines - 1.5)

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

    a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;0

    b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and

    c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over
and explained by me to the Affirmant above named
and he/she having understood the contents therein
and admitted to be correct, affirmed and set his/her
signature hereto before me on this …... day of
……………. at ……………………………………..

BEFORE ME,
JUSTICE OF THE PEACE/COMMISSIONER OF OATHS.

Section IV –Requirement and description of the Services, Qualification Information and Qualifications of Staff

Procurement of customization and maintenance service of Health Information Management System (HIMS) and Related Modules of Teaching Hospital Peradeniya

a. Introduction of Hospital Information Management System (HIMS)

1. HIMS is a comprehensive software system that is capable of integrating most of the operation of a health care institution.

2. The HIMS is developed at the Health Information & Research Unit of National Cancer Institute Maharagama (NCIM) for the Ministry of Health of Sri Lanka.

3. The HIMS of the Ministry of Health has several stable modules that are readily available for any government hospital for implementation (with customization to suit the hospital).

4. Modules of HIMS has been implemented in several hospital in Sri Lanka namely NICM, Castle Street Women Hospital, Teaching Hospital Kurunegala, TH Ragama.

5. The HIMS has been developed using PHP (7+) and JavaScript as the primary programming languages. It utilizes MySQL (5.8+) and PostgreSQL (13+) as relational database management systems and adheres to HL7 standards for health data exchange and interoperability.
   For medical imaging Oviyam and RadiAnt, DICOM, Viewers are used as DICOM viewers while DCM4CHEE serve as the picture Archiving and communication system (PACS)

6. Hospital Information Management System is an integrated system which covers most of hospital operations. There are several sub modules which can be implement separately in a given health care institution and integrated together later. These modules are,

b. Modules of the HIMS

Module 1 - Master Patient Index (Patient admission module) – Patient demographic data is captured in this module. Here a patient registration and the personal health number will be generated. Personal health number and other key demographic data will be shared to the national master patient index.

Module 2 - Ward admission, discharge and transfer (ADT) module – Use to admit, discharge, transfer and generation of discharge summary. This module in operation with all wards (Presently 23 Wards), NICU, Labor room, ICU, OTU, A & E. (No of wards are subject to increase according to hospital needs) Further this system is used for generation of mid night statistics and ward registers.

Module 3 - MRO Module - Use to generate the indoor morbidity and mortality statistics of the hospital which is integrated with the eIMMR of the medical statistics unit for data transfer.

Module 4 – OPD Module – Use to automate all the functions of an OPD. It has facilities for outpatient treatment, which operates in connection with the pharmacy system. OPD system is used for admission of patient for inward treatment. Further it has facilities for referring Pharmacy Module patients for clinics, dressing, physiotherapy, etc.

Module 5 - Pharmacy Module - This module has facilities for complete automation of drug management of all units of the hospital. This module is integrated with MSMIS of the Medical Supplies Division of the Ministry of Health.

Module 6 –Clinic Module – Clinic module is capable of registering, appointment scheduling, handling clinical aspect related to patients, investigation and drug management of clinic patients.

Module 7 - Radiology Information System and Picture Archiving & Communication System (To be Implemented) – Use to manage all the operation of radiology department including images.

Module 8 - **Theatre Module – Used for Surgical and anesthetic record keeping**

Module 9 - Laboratory Information Management System (LIMS) – LIMS is capable of automating all the processes from sample tracking to enterprise resource planning of a health care institution. Bidirectional communication with analyzers.

Module 10 – Electronic Medical Record keeping & bill issuing System for Non-Sri Lankan citizens

Other related Applications - DCM4CHEE, Oviyam2, MongoDB

c. Scope of Work

Under the overall guidance and consultation of Health Information Unit (HIU) of Ministry of Health and direct supervision of administration of the TH Peradeniya, HIMS programmers are expected to accomplish tasks in accordance with the requirements provided below, and work in cooperation with related stakeholders in supporting project implementation by providing recurrent technical-advisory service. Under this service agreement service provider shall provide a comprehensive maintenance service and required customization of the module of HIMS mentioned under the sec. IV (b) and (c) for the Teaching Hospital Peradeniya.

e. Tasks to be completed (Bidder should submit the filled document annexure 3 relevant to this requirement)

No	Requirements for customization and maintenance service of HIMS Other related Applications
1	Bidder shall maintain the Master Patient Index of HIMS
2	Bidder shall maintain the MRO module of HIMS. This shall need to cover the troubleshooting and maintenance of integration component with the eIMMR system of the Medical Statistics Unit of the Ministry of Health
3	Bidder shall maintain the Ward Admission, Discharge and Transfer (ADT) module
4	Bidder shall maintain the Pharmacy module. This shall need to cover the troubleshooting and maintenance of integration component with the Medical Supplies Management Information System of the Medical Supplies Department of the Ministry of Health
5	Bidder shall maintain the Laboratory module. This shall need to cover the troubleshooting and maintenance of integration component of the laboratory auto analysers (6 Nos.) and the LIMS
6	Bidder shall maintain the Clinic module
7	Bidder shall maintain the RIS and PACS module. This shall require to cover the troubleshooting and maintenance of integration component with the CT scanner, Mammogram, CR system, etc.
8	Bidder shall maintain the OPD module
9	Bidder shall maintain the Theatre Module
10	Bidder shall maintain the Electronic Medical Record keeping & bill issuing System for Non-Sri Lankan citizens
11	Bidder shall perform the requested modification by the hospital in coordination with HIMS development project team lead and the HIMS lead in the Hospital. Modification needs may arise in all modules and the requirement will be notified by the Hospital.
12	Bidder shall adhere to existing programming languages, databases and interoperability standards.
13	Bidder shall Ensure the modification are done according to the industry set security standards and provide details on enforce security methods
14	Bidder shall carry out the functional and non-functional testing of the modifications
15	Bidder shall prepare and furnish of technical and user documentation. Further Bidder shall provide technical documentation for every modification. (e.g.: Software Requirement Specifications (SRS), use cases, entity-relationship diagrams, database design, etc.)
16	Bidder shall utilization of Health standards such as HL 7, and DICOM and industry standards software programming method in development
17	Bidder shall develop the systems using the agile software engineering technique to accommodate required changes to the software

18	Bidder shall develop the system according to the eHealth Standards and Guideline by the Ministry of Health.
19	Bidder shall develop software modules platform independently. i.e. it shall be able to run in Linux, Windows and Mac based operating system at the server end as well as client end
20	Bidder shall acknowledge that the sole ownership of the HIMS is Ministry of Health hence retain the copy right of the software which include all the works related to the HIMS development namely designing and source code. Bidder or the programmers shall have no right to use the product any form
21	Bidder shall have experience in development of software systems for health care institution for at least 5 years
22	Bidder shall have through knowledge on health system standards such as HL 7 and FHIR
23	Bidder shall have worked with HIMS development or any other Hospital Management System or Maintenance within last 3 years.
24	Bidder shall ensure that any modified section are able to integrate with the other modules of the HIMS easily and smoothly
26	Bidder Shall make arrangements to back up the system and the DB real time and in pre-defined (automated) time intervals.
27	Shall be able to restore the entire HIMS system from the backups with zero downtime
28	Bidder shall provide a dedicated team consisting of one senior software engineer and two junior staff members. The team is expected to be physically present at the hospital premises on weekdays 8 am – 4pm. Additionally the shall be included in a 24/7 on-call roster to address any urgent technical issues or system support requirements
29	Bidder shall provide a team capable of designing and developing new software applications based on the hospital's evolving requirements. All such applications must be fully integrated into the HIMS to ensure seamless functionality and data consistency.
30	Bidder shall acknowledge that the system may with confidential data/information of the Hospital or its clients. Therefore, the developer shall ensure maximum security, privacy and confidentiality of the data/information handled through this system.
31	Bidders shall sign a non-disclosure agreement with the hospital at the beginning of maintenance period.
32	Bidder shall ensure, all the new software development complies the e-health guidelines published by the HIU and handing over the source code according to the national e-governance policy.
33	Any other tasks assigned by the consultants attached to the HIU

f. Minimum Qualifications of the software programmers

1. **Senior software programmer** (01 Nos)- University degree related to Computer science including software Programming with at least five years' experience in software development.

2. **Software programmer** (01 Nos) - University degree or acceptable equivalence qualification in Computer Programming with at least two years' experience in software development.

   AND

3. Minimum two years' experience in Programming languages such as PHP, JavaScript, relational databases such as MySQL, PostgreSQL Interoperability standards such as HL7, FHIR and RIS and PACS systems.

4. Minimum two years' experience in Software Design Methods and tools

5. Minimum two years' experience in Agile software development methodology, Linux server administration.

6. Good communication skills and ability to work in team & to work independently.

g. Qualification information

Experience in similar Health Information Systems development and maintenance in Hospitals last FIVE years (2025-2020) in Sri Lanka (Attach all supportive documents as proof)

Period	Employer's Name and Contact Number	Description of works	Amount	Contractor's responsibility
Total				

h. Details of Staff (Please fill these details according to the Minimum Qualifications of the software programmers and attach CVs as proof)

Name	Position	Task

i. Financial Capability

The Bidder shall furnish documentary evidence of financial capability (should submit audited financial report for last three years, 2024 - 2022)

Section V. Conditions of contract

1. General provisions

1.1	Applicable Law	The contract shall be interpreted in accordance with the laws of the socialist Democratic Republic of Sri Lanka
1.2	Language	This contract has been executed in English Language
1.3	Notices	Any notice, request, or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, to such party at the address specified in the contract data.
1.4	Sub-contracting	Not allowed

2. Commencement, completion, modification, and termination of contract

2.1	Effectiveness of Contract	This contract shall come into effect on the date the contract is signed by either parties or such other later date as may be stated in the contract data.
2.2	Starting date	The service provider shall start carrying out the services seven (07) days after the date the contract becomes effective, or at such other date as may be specified in the contract data.
2.3	Intended period of the contract	The service provider shall provide services during the contract period as specified in the bidding data. If the service provider fails to provide requested services it shall be liable to pay liquidated damage as indicated. Intended period may subjected to performance of the service provider or based on decision taken by the Ministry/government
2.4	Force Majeure	For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the contract impossible or so Impractical as to be considered impossible under the circumstances
2.5	No breach of contract	The failure of a party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.6	Payments under the force Majeure	During the period of their inability to perform the services as a result of an event of Force Majeure, the service provider shall be entitled to continue to be paid under the terms of this contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the service after the end of such period
2.7	Termination - by the THP	The THP may terminate this contract, by not less than fourteen (14) days' written notice of termination to the service provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7 and twenty-eight (28) days' in the case of the event referred to in (f):
		a) If the service providers do not remedy a failure in the performance of their obligations under the contract, within fourteen (14) days after being notified or within any further period as the Employer may have subsequently approved in writing;
		b) if the service provider become insolvent or bankrupt;
		c) if, as the result of Force Majeure, the service provider/s are unable to perform a material portion of the services for a period of not less than thirty (30) days; or
		d) if the service provider does not maintain a performance security
		e) If the service provider has delayed the completion of the services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the contract data.
		f) If the Employer, in its sole discretion, decides to terminate this contract.
		g) Unsatisfactory of performance of the service provider or based on decision taken by the Ministry/government
2.8	Termination - by the service provider	The service provider may terminate this contract, by not less than thirty (30) days ' written notice to the THP, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.8
		a) if the Employer fails to pay any monies due to the service provider pursuant to this contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the service provider that such payment is overdue; or

		b) If, as the result of Force Majeure, the service providers are unable to perform a material portion of the services for a period of not less than fifty-six (56) days.

3. Obligations of the service provider

3.1	General	The service providers shall perform the services in accordance with the THP's requirements stated in the section IV and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The service providers shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the THP, and shall at all times support and safeguard the THP's legitimate interests.
3.2	Confidentiality	The Service Providers shall not, either during the term or within three (3) years after the expiration of this Contract, disclose any proprietary or confidential information and intellectually relevant information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
3.3	Service providers' actions requiring THP's prior approval	The service providers shall obtain the THP's prior approval in writing before taking any of the following actions: a) Appointing members of the personnel not listed by name in Section ("details of staff") b) Changing the program of activities c) Any other action that may be specified in the contract data.
3.4	Documents, Software source code prepared by the service providers to be the property of the employer	All plans, drawings, THP's requirements, designs, reports, software source code and other documents, Developed/modified by the service providers shall become and remain the property of the THP, and hence the service providers shall, not later than upon termination or expiration of this contract, deliver all such documents and software source code to the THP, together with a detailed inventory thereof. The service providers shall not retain a copy of such documents and software for reuse purpose.
3.5	Liquidated damage	Is failure to provide the specified services within the specified period mentioned under the Section IV

3.6	Payment of liquidated damages	The service provider shall pay liquidated damages to the THP at the rate per day stated in the contract data for each day that the completion date is later than the intended completion date. The total amount of liquidated damages shall not exceed the amount defined in the contract data. The THP may deduct liquidated damages from payments due to the service provider. Payment of liquidated damages shall not affect the service provider's liabilities.
3.7	Correction for over-payment	If the intended completion date is extended after liquidated damages have been paid, the THP shall correct any overpayment of liquidated damages by the service provider by adjusting the next payment certificate. The service provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment.
3.8	Performance security	The service provider shall provide the performance security to the THP no later than the date specified in the letter of acceptance. The performance security shall be issued in an amount and form and by a bank or surety acceptable to the THP. The performance security shall be valid until a date 28 days from the completion date of the contract.

4. Service provider's staff

4.1	Description of personnel	The titles, job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the services of the service provider's technical personnel are described in Section IV
4.2	Removal and/or replacement of personnel	a) Except as the THP may otherwise agree, no changes shall be made in the technical personnel. If, for any reason beyond the reasonable control of the service provider, it becomes necessary to replace any of the technical personnel, the service provider shall provide as a replacement a person of equivalent or better qualifications.
		b) If the THP finds that any of the personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the service provider shall, at the THP's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the THP.
		c) The service provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.

5. Obligations of the Teaching Hospital Peradeniya

5.1	General	If, after the date of this contract, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost of the services rendered by the service provider, then the remuneration and reimbursable expenses otherwise payable to the service provider under this contract shall be increased or decreased accordingly by agreement between the parties.
5.2	Services and facilities	Detail of the services and facilities provided by the hospital is listed in the **Annexure** 2

6. Payments to the service provider

6.1	Payment method & condition of payment	Method of payment and details are described in the section VII
6.2	Payment for additional services	This encompasses repair of defective equipment otherwise the cost is not mentioned in this contract. Service provider shall have to abide by the method stated in the Section IV - specification and requirement of customization and maintenance service of **customization and maintenance service of Health Information Management System (HIMS) and Related Modules of Teaching Hospital Peradeniya**

7. Bidders shall state the complete cost for 03 years, on yearly basis including all necessary hardware, software, labor and all other necessities. The 03 years cost will be taken in to evaluation purpose when selecting the bidder. Hospital will decide the continuation of the contact at the beginning of the year based on the prices submitted with this tender. The contact renewal will be done on yearly basis as decided by the Hospital.

Annexure 1 - The bidders whom have fulfilled the above mandatory criteria will be evaluated based on following guideline. Bidders should provide documents of proof along with the tender

No.	Criteria	Detail	Marks
1.	Education and Experience in Health Information Management Systems	**Senior software programmer - Education**	15
		Senior software programmer – Experience (5 marks for each year)	25
		Software programmer - Education	15
		Software programmer – Experience (5 marks for each year)	10
2	Professional Experience -	Successfully Integration using with a. PHP b. JavaScript c. MySQL /PostgreSQL d. Interoperability standards such as HL7, FHIR and e. RIS and PACS systems (2 marks for each sub section)	Max (all) – 10
3	experience in Software Design Methods and tools	Minimum two years' experience (5 Marks for each year)	10
	Experience in Agile software development methodology, Linux server administration.	Minimum two years' experience (5 Marks for each year)	10
	Communication skills and ability to work in team & to work independently.	Evaluated during the interview	05

Annexure 2 – Services and facilities provided by the Employer

1	Equipment room	Provision of work space (with two computers) will be provided for 2 software programmers according to the requirement
2	Technical Supervision	Health Information and Research Unit has been nominated for coordination of inspection of equipment and carrying out the maintenance services during the contract period

Section VI - Price schedule

Price schedule for the customization and maintenance service of HIMS Related Modules **(Master Patient Index, MRO, Ward ADT, OPD, LIMS, Pharmacy, Clinic module, Theater Module, RIS & PACS, Electronic Medical Record keeping & bill issuing System for Non-Sri lankan citizens)** of Teaching Hospital Peradeniya

Line Item No.	Description of Goods/related services	Price per line item/Period (Inclusive of duties and other taxes) Excluding VAT	Discounted Total Price (LKR) (if any) excluding VAT	VAT (LKR)	Total Price Including VAT (LKR)
1	Complete maintenance and customization of all modules of HIMS as per the scope of the work for Two developers – 1st Year				
2	Complete maintenance and customization of all modules of HIMS as per the scope of the work for Two developers – 2nd Year				
3	Complete maintenance and customization of all modules of HIMS as per the scope of the work for Two developers – 3rd Year				
	Total (Rs)				
* Payment for additional services: Cost for skilled labor-per hour Rs. ……….					

Section VII - Method of payment

1	Method of payment	The total amount payable to this contract (fee) by the Teaching Hospital Peradeniya to the service will be paid in four trenches in the contract year as stated below,
		One quarter (twenty-five per centum) of the total fees shall be paid to the service provider by the THP on or before the ninetieth (90th) day following the date of commencement of this agreement.
		One quarter (twenty-five per centum) of the total fees shall be paid to the service provider by the THP on or before the hundred and eightieth (180th) day following the date of commencement of this agreement.
		One quarter (twenty-five per centum) of the total annual fees shall be paid to Supplier on or before the two hundred and seventieth (270th) day following the date of commencement of this agreement.
		One quarter (twenty-five per centum) of the total annual fees shall be paid to Supplier on or before the three hundred and sixty fifth (365th) day following the date of commencement of this agreement.
2	Requirement to be fulfilled by the service provider for the payment	Log book related to execution of the stated services and other related document shall be furnish by the service provider for scrutiny to the Teaching Hospital Peradeniya. Payment of the fees for this contract will consider the above information.

Annexure 3

Requirements for customization and maintenance service of Health Information Management System (HIMS) and Related Modules of Teaching Hospital Peradeniya

No	Requirements for customization and maintenance service of HIMS Other related Applications	Service provider response
1	Bidder shall maintain the Master Patient Index of HIMS	
2	Bidder shall maintain the MRO module of HIMS. This shall need to cover the troubleshooting and maintenance of integration component with the eIMMR system of the Medical Statistics Unit of the Ministry of Health	
3	Bidder shall maintain the Ward Admission, Discharge and Transfer (ADT) module	
4	Bidder shall maintain the Pharmacy module. This shall need to cover the troubleshooting and maintenance of integration component with the Medical Supplies Management Information System of the Medical Supplies Department of the Ministry of Health	
5	Bidder shall maintain the Laboratory module. This shall need to cover the troubleshooting and maintenance of integration component of the laboratory auto analysers (6 Nos.) and the LIMS	
6	Bidder shall maintain the Clinic module	
7	Bidder shall maintain the RIS and PACS module. This shall require to cover the troubleshooting and maintenance of integration component with the CT scanner, Mammogram, CR system, etc.	
8	Bidder shall maintain the OPD module	
9	Bidder shall maintain the Theatre Module	
10	Bidder shall maintain the Electronic Medical Record keeping & bill issuing System for Non-Sri Lankan citizens	
11	Bidder shall perform the requested modification by the hospital in coordination with HIMS development project team lead and the HIMS lead in the Hospital. Modification needs may arise in all modules and the requirement will be notified by the Hospital.	
12	Bidder shall adhere to existing programming languages, databases and interoperability standards.	
13	Bidder shall Ensure the modification are done according to the industry set security standards and provide details on enforce security methods	
14	Bidder shall carry out the functional and non-functional testing of the modifications	
15	Bidder shall prepare and furnish of technical and user documentation. Further Bidder shall provide technical documentation for every modification. (e.g.: Software Requirement Specifications (SRS), use cases, entity-relationship diagrams, database design, etc.)	
16	Bidder shall utilization of Health standards such as HL 7, and DICOM and industry standards software programming method in development	
17	Bidder shall develop the systems using the agile software engineering technique to accommodate required changes to the software	

18	Bidder shall develop the system according to the eHealth Standards and Guideline by the Ministry of Health.	
19	Bidder shall develop software modules platform independently. i.e. it shall be able to run in Linux, Windows and Mac based operating system at the server end as well as client end	
20	Bidder shall acknowledge that the sole ownership of the HIMS is Ministry of Health hence retain the copy right of the software which include all the works related to the HIMS development namely designing and source code. Bidder or the programmers shall have no right to use the product any form	
21	Bidder shall have experience in development of software systems for health care institution for at least 5 years	
22	Bidder shall have through knowledge on health system standards such as HL 7 and FHIR	
23	Bidder shall have worked with HIMS development or any other Hospital Management System or Maintenance within last 3 years.	
24	Bidder shall ensure that any modified section are able to integrate with the other modules of the HIMS easily and smoothly	
26	Bidder Shall make arrangements to back up the system and the DB real time and in pre-defined (automated) time intervals.	
27	Shall be able to restore the entire HIMS system from the backups with zero downtime	
28	Bidder shall provide a dedicated team consisting of one senior software engineer and two junior staff members. The team is expected to be physically present at the hospital premises on weekdays 8 am – 4pm. Additionally the shall be included in a 24/7 on-call roster to address any urgent technical issues or system support requirements	
29	Bidder shall provide a team capable of designing and developing new software applications based on the hospital's evolving requirements. All such applications must be fully integrated into the HIMS to ensure seamless functionality and data consistency.	
30	Bidder shall acknowledge that the system may with confidential data/information of the Hospital or its clients. Therefore, the developer shall ensure maximum security, privacy and confidentiality of the data/information handled through this system.	
31	Bidders shall sign a non-disclosure agreement with the hospital at the beginning of maintenance period.	