



## KERALA STATE ROAD TRANSPORT CORPORATION

Office of the Chairman & Managing Director, Transport Bhavan, Thiruvananthapuram

Email– [dgmit.ksrtc@kerala.gov.in](mailto:dgmit.ksrtc@kerala.gov.in), Phone No. 0471-2471011

No:S001-ITD01/93/2025-IT DIV-KSRTC-HQD

Date:29-09-2025

The information contained in this Request for Proposal (RFP) Document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their pre-qualification, technical and financial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the KSRTC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all people, and it is not possible for the KSRTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The KSRTC accepts no responsibility for the accuracy or otherwise of any interpretation or opinion of the law expressed herein. The KSRTC, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred

or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The KSRTC also accepts ‘no liability’ of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

The KSRTC may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the KSRTC is bound to select or appoint a Bidder, as the case may be, for the Project and the KSRTC reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the KSRTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the KSRTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## Tender Details

A	Tender No. & Date	S001-ITD01/93/2025-ITDIV-KSRTC-HQ dated 29/09/2025
B	Tender Details	Empanelment of IPR Firms for Patent, Trademark, Copyright, and Design Services – KSRTC
C	Place of Opening	Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram.
D	Tender Form Fees (Non-Refundable)	Rs.354/- (Rs.300/- + 18%) (Rupees Three Hundred and Fifty Four Only)
E	Earnest Money Deposit. (EMD)	Rs.5000/- (Rupees Five Thousand Only)

G	Mode of Payment of EMD & Cost of Tender	Online through SBI Internet Banking/NEFT through e-procurement portal. EMD & Tender Fee should be remitted as a single transaction. Split payment is not allowed.
H	Mode of Submission of Tender	Tender should be submitted online through e-GP website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
I	Contact address/ Telephone nos. for help in case of any doubt in e-tendering process (Help desk)	Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram. - 695004 Ph: 0471 - 2577088, 2577188; Toll free No.18002337315. e-mail: <a href="mailto:etendershelp@kerala.gov.in">etendershelp@kerala.gov.in</a> Website: <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
J	Tender inviting Authority	Chairman and Managing Director, Kerala State Road Transport Corporation, Transport Bhavan, East Fort, Thiruvananthapuram – 695023

### Important Dates

Sl NO	Particulars	Date and time
1	Date of release of tender	29.09.2025, 06.00 pm
2	Date of pre bid meeting	06.10.2025, 03.00 pm
3	Online tender submission Start Date	29.09.2025, 06.00 pm
4	Online tender submission End Date	13.10.2025, 06.00 pm

5	Date of online technical bid opening	15.10.2025, 11.00 am
6	Date of opening of the price bid	Will be informed to the qualified bidders after technical-bid evaluation and publishing the results.

## 1. Introduction:

Kerala State Road Transport Corporation (KSRTC) is the statutory body established under the Road Transport Corporations Act, 1950, entrusted with the responsibility of providing reliable, efficient, and economical public transport services across Kerala and neighbouring states. With a vast network of depots, workshops, and a fleet catering to millions of passengers daily, KSRTC plays a pivotal role in supporting the State's mobility and economic growth. In pursuit of modernization and service excellence, KSRTC has embarked upon several initiatives to upgrade its infrastructure, adopt advanced technologies, and improve passenger experience. As part of this endeavour, KSRTC now invites sealed tenders from eligible and experienced bidders for the supply/provision of goods and services as detailed in this document. This tender is issued with the objective of ensuring transparency, competitiveness, and quality in procurement, in compliance with the Kerala Financial Code, Government Orders, and CVC guidelines. The successful bidder(s) will be expected to deliver solutions in accordance with the technical specifications, service level requirements, and contractual terms outlined herein, thereby contributing to KSRTC's vision of becoming a modern, sustainable, and passenger-centric transport utility.

## 2. Background

Kerala State Road Transport Corporation (KSRTC), established under the Road Transport Corporations Act, 1950, is the principal public transport undertaking in Kerala with an extensive operational network across the State and neighbouring regions. As part of its modernization initiatives, KSRTC has been investing in digital technologies, innovative solutions, and service diversification to strengthen its operational efficiency and financial sustainability.

In this process of transformation, a significant volume of intellectual property (IP) is being generated through the development of software platforms, digital applications, innovative ticketing systems, transport management solutions, and technology-driven business models. Safeguarding these intellectual assets is critical for ensuring KSRTC's competitive advantage, preventing misuse, and enabling effective commercialization of its innovations.

Recognizing the importance of structured IPR management, KSRTC proposes to empanel reputed and experienced law firms specializing in patents, trademarks, copyrights, designs, and related services. The empanelled firms will be entrusted with advisory, filing, prosecution, enforcement, litigation, and policy support services, both in India and abroad. This initiative will help KSRTC establish a strong IPR framework, protect its innovations, and promote long-term value creation in alignment with the strategic goals of the Corporation and the policy directions of the Government of Kerala.

### 3. Objectives

The primary objectives of this tender are as follows:

- **Empanelment of IPR Law Firms**  
To select and empanel reputed law firms with proven expertise in patents, trademarks, copyrights, designs, and other intellectual property rights, having the capability to provide comprehensive legal and technical support.
- **Protection of KSRTC's Intellectual Assets**  
To safeguard the intellectual property emerging from KSRTC's technology initiatives, digital platforms, operational innovations, and branding activities, ensuring their legal protection in India and abroad.
- **Advisory and Compliance Support**  
To obtain professional advice on IPR-related matters including patentability, prior art, freedom-to-operate, trademark availability, copyright enforcement, licensing, and assignment agreements.
- **Litigation and Enforcement**  
To engage experienced firms capable of representing KSRTC in opposition proceedings, infringement cases, revocation petitions, rectification actions, and other legal disputes concerning IPR.
- **Capacity Building and Policy Development**  
To support KSRTC in formulating internal IPR policies, procedures, and awareness programs by deputing experts for training, workshops, and consultations.
- **Global IPR Facilitation**  
To establish partnerships with firms having international associations, thereby enabling KSRTC to secure and enforce its intellectual property rights in foreign jurisdictions.

### 4. Functional Scope

The list of services required from the Firm for each type of IPR are as follows:

#### 4.1 PATENTS:

- Consultancy and Advisory services on Patentability, Prior Art, Freedom-To-Operate (FTOs) and Validity/Invalidity searches.

- Conducting Patentability search, Freedom to Operate search, Patent validity/in validity search, Patent Landscape, Patent Analysis, Patent Mapping.
- Drafting of Patent Specifications (Provisional/ Complete/ Divisional/ Patent of Addition/ PCT applications) in all technical fields.
- Filing of Indian Patents, PCT applications, Patent applications in foreign countries.
- Prosecution of Patent applications including processing of all office actions and attending hearings.
- Litigations including Oppositions, Revocation proceedings and Infringement actions.
- Post Registration services related to Renewal and Maintenance of patents.
- Services related to Licensing and Assignment Agreements

#### **4.2 COPYRIGHTS:**

- Preparing, filing and prosecuting Copyright applications in India and foreign countries.
- Services related enforcement of copyrights.
- Services associated with Licensing and Assignment of Copyrights.

#### **4.3 TRADEMARKS:**

- Trademark availability search.
- Drafting, Filing and Prosecution of Trademark applications in India and other countries
- Drafting, Filing and Prosecution of International Trademarks applications under Madrid Protocol.
- Journal Watch
- Services related to Opposition Proceedings, Rectification and Cancellation proceedings, enforcement of trademark rights.
- Renewal of Trademarks and Post Registration Services.
- Licensing, Assignment, Registered User Agreements

#### **4.4 DESIGNS:**

- Design availability search.
- Drafting, Filing and prosecuting applications for Design Registration.
- Post Registration services, Renewal and Maintenance of Designs.
- Assignment and Licensing Agreements.
- Service related to enforcement of Designs

#### **4.5 OTHER SERVICES:**

- Provide legal assistance for the formulation of policies, rules and other documents with regard to IPR and IP Management.
- Provide technical and legal advice on IPR related matters, as and when required.
- Provide technical support for generating IPR awareness by deputing Experts as Resource Persons.

### **5. Deliverables**

The empanelled IPR law firms shall be responsible for providing the following deliverables during the period of engagement:

#### **5.1 Patent-Related Deliverables**

- Prior art search reports, freedom-to-operate analyses, and patentability assessments.
- Drafting and filing of patent specifications (provisional, complete, divisional, PCT applications).
- Prosecution updates including responses to examination reports, hearing representations, and final registration certificates.
- Maintenance and renewal status reports of KSRTC patents.
- Litigation documentation in case of oppositions, revocations, or infringement proceedings.

#### **5.2 Trademark-Related Deliverables**

- Availability and clearance search reports.
- Filing of trademark applications (domestic and international, including Madrid Protocol applications).
- Prosecution updates, opposition proceedings, and final registration certificates.
- Renewal and post-registration compliance reports.
- Advisory notes and legal opinions on brand protection and enforcement.

#### **5.3 Copyright Deliverables**

- Filing and prosecution of applications for literary, artistic, dramatic, cinematographic, and digital works.
- Registration certificates and compliance reports.
- Legal support in enforcement, licensing, and assignment matters.

#### **5.4 Design Deliverables**

- Design availability search reports.

- Filing and prosecution updates for industrial design registrations.
- Registration certificates and post-registration renewal/maintenance updates.

### **5.5 Advisory & Policy Support**

- Drafting of IPR-related policies, agreements, and compliance documents.
- Periodic legal opinions and advisory notes on IPR matters impacting KSRTC.
- Reports and recommendations for international filings in coordination with global associates.

### **5.6 Awareness & Capacity Building**

- Training modules, presentations, and handouts for KSRTC staff on IPR awareness.
- Deployment of experts as resource persons for workshops/seminars organized by KSRTC.
- Annual report on IPR activities and recommendations for strengthening KSRTC's IPR portfolio.

### **5.7 Regular Reporting & Documentation**

- Monthly/quarterly status reports on all IPR applications, prosecutions, renewals, and litigations.
- Comprehensive case files and documentation for each IPR activity undertaken.
- Timely submission of invoices and deliverable completion certificates as per contract terms.

## **6. Eligibility Criteria**

- I. The Law Firm shall have 10 years or more of experience in the field of IPR.
- II. The firm shall have adequate resources and necessary technical experts in all areas of IP Law. The Firm must employ at least 5 full time Patent Agents and 10 Trademark Attorneys.
- III. The Firm must have experience in facilitating the protection of IPR of Central/ State Govt Organizations/ Institutions /Departments, Universities, R&D Institutions and Industries. Details of such clients shall be provided on request.
- IV. The firm must have experience in handling end to end IP registration and prosecution in India.
- V. The Firm should have an established association with IP Firms in other countries for facilitating international filing of IP, and details of such firms shall be provided on request.

- VI. Law firms with local presence will be preferred for ease of coordination, addresses of all locations of the firm to be provided.
- VII. The firm should have filed a minimum number of 500 patent applications and 1000 trademark applications in the last 5 years.

## **7. Implementation & Support**

Empanelment of Intellectual Property Firms will be for a period of 5 years.  
The term may be extended based on performance of the Firm.

## **8. Submission Guidelines**

Interested vendors must submit the following documents in sealed envelope or via secure digital submission:

- Company profile, including incorporation and registration details.  
Detailed technical proposal, including system architecture, technology stack, and implementation methodology.
- List of similar projects implemented, with client references and supporting documentation.
- Audited financial statements for the last 3 years.
- Declaration of acceptance of RFP terms and conditions.

### **General Conditions**

- Tender shall be submitted in English Language only.
- Firms who are not blacklisted by KSRTC or by Govt. of Kerala can participate in the tender.
- In the case of NEFT, remittance should be made only to the 22 digit beneficiary account number as seen in the remittance form which is available in the e-portal while submitting tender.
- **ONLINEPAYMENTS:** - The bidders shall seek clarification from Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram 695004. Help Desk No. Ph: 0471 - 2577088, 2577188; Toll free No.18002337315; email:etendershelp@kerala.gov.in; Website: www.etenders.kerala.gov.in and make himself conversant with procedure for online payment of the Tender Fee and EMD. KSRTC shall under no circumstance be responsible for failed transactions due to non compliance of the above procedure.

- The bids will be opened online through the e-GP website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) at the KSRTC, Transport Bhavan, Fort, Thiruvananthapuram. If the e-Tender opening date happens to be a holiday or non-working day due to any valid reason, the Tender opening process will be done on the next working day at the same time and place specified. Any change in the opening date/time/venue due to other reasons shall be informed by way of Corrigendum published in the e-GP website.
- DIGITAL SIGNATURE CERTIFICATE:- Bidders will have to procure legally valid Digital Certificate as per Information Technology Act, 2000 for digitally signing their electronic bids. Bidders can procure the same from any of the license certifying authority of India. For obtaining Digital Signature Certificate and help on e-tendering process, please contact Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram 695004. Help Desk No.Ph: 0471 - 2577088, 2577188; Toll free No.18002337315; e-mail: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) Website: [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) on all government working days from 9.30 A.M to 5.30 P.M.
- Bidders are advised to note the Tender ID and Tender No. & Date for future reference.
- All uploaded scanned documents should contain the signature and the office seal of the bidders and should be digitally signed while uploading in e-tender portal. Documents uploaded without digitally signing shall entitle rejection of the Tender.
- The digitally signed Tender document and other specified documents shall be submitted online through the e-GP website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) well in advance before the last date and time. No submission shall be allowed after the last date mentioned.
- Bidders are advised to go through all conditions of the Notice Inviting Tender and the Tender documents carefully and to comply them to avoid rejection of their tender.
- Furnishing of any false information / fabricated document would lead to rejection of the tender at any stage.
- The bidder shall bear all costs associated with the preparation and submission of its bid and Kerala State Road Transport Corporation, Thiruvananthapuram, hereinafter referred to as “Tender Inviting Authority”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- Conditional tenders will be summarily rejected

Address for correspondence:  
The Chairman and Managing Director

## **9. Penalty Clause**

### **9.1 Delay in Services**

- In the event of delay in filing, prosecution, renewal, or any other IPR-related service beyond the stipulated timelines without valid justification accepted by KSRTC, a penalty of 0.5% of the professional fee per week of delay (subject to a maximum of 10% of the contract value for that assignment) shall be levied.

### **9.2 Non-Compliance with Deliverables**

- Failure to submit reports, certificates, or documents as specified in the Deliverables section within the agreed timeframes shall attract a penalty of ₹5,000 per default instance, in addition to any actual damages incurred by KSRTC.

### **9.3 Deficient Service / Negligence**

- If any filing, prosecution, or litigation service provided by the empanelled firm is found to be deficient, negligent, or results in the rejection/abandonment of KSRTC's IPR application due to the firm's fault, KSRTC reserves the right to impose a penalty up to 25% of the concerned assignment fee and may terminate the empanelment in severe cases.

### **9.4 Breach of Confidentiality**

- Any breach of confidentiality regarding KSRTC's proprietary information, inventions, or documentation shall be treated as a material breach of contract. In such cases, a penalty of ₹50,000 per incident shall be imposed, in addition to legal action for damages.

### **9.5 Failure to Attend Hearings / Representation**

- Non-appearance at statutory hearings or failure to represent KSRTC before authorities without valid reason shall attract a penalty of ₹10,000 per default along with recovery of any consequential losses.

### **9.6 Termination for Repeated Defaults**

- In case of three or more instances of non-compliance, negligence, or delay within a contract year, KSRTC reserves the right to terminate the empanelment and forfeit any pending payments.

## **10. Payment Terms & Payment Schedule**

### **10.1 General Terms**

- All payments shall be made in **Indian Rupees (INR)** through electronic transfer (NEFT/RTGS) to the empanelled firm's designated bank account.
- Payments shall be released only upon satisfactory completion of the deliverables and submission of relevant proof/documents.
- Applicable taxes (GST, etc.) shall be deducted/paid as per prevailing Government of India/State of Kerala rules.
- KSRTC reserves the right to withhold payment in case of incomplete, deficient, or delayed services until rectification is carried out to the satisfaction of the Corporation.

### **10.2 Payment Schedule**

#### **a) Patents**

- **25%** on submission of draft specification and filing of application.
- **25%** on acceptance of request for examination.
- **25%** on successful response to examination reports and/or hearings.
- **25%** on grant of patent and delivery of certificate.

#### **b) Trademarks**

- **40%** on filing of application.
- **30%** on completion of prosecution (responding to office actions/attending hearings).
- **30%** on receipt of registration certificate.

#### **c) Copyrights & Designs**

- **50%** on filing of application.
- **50%** on grant of registration and delivery of certificate.

#### **d) Advisory/Policy/Other Services**

- Payment shall be milestone-based, linked to the **submission of deliverables/reports** and their acceptance by KSRTC.

### **10.3 Invoicing**

- The firm shall raise invoices in the prescribed format, along with proof of deliverables (acknowledgement of filing, copies of certificates, hearing reports, etc.).
- All invoices must be certified by the KSRTC nodal officer/competent authority prior to payment release.

#### **10.4 Penalty Adjustments**

- Any penalties imposed under the Penalty Clause will be deducted from the payable amount before release of payments.

### **11. Invoice Submission & Verification**

Invoices must be raised only after successful completion of each milestone and formal certification by KSRTC. o KSRTC will verify deliverables and process payment within 30 days of receiving the invoice and necessary supporting documents.

Mode of Payment: All payments shall be made via NEFT/RTGS to the vendor's designated bank account.

Statutory Deductions: All applicable taxes and deductions such as TDS, GST-TDS, etc. will be deducted at source as per prevailing laws.

No Advance Payment: No advance payment shall be made at any stage of the contract

### **12. Penalty & Deductions:**

Any penalties arising due to delay, breach of SLA, or non-performance will be deducted from the respective milestone payment or AMC installment.

### **13. Force Majeure:**

In the event of a force majeure situation, mutually agreeable adjustments to the payment schedule may be considered without penalty.

### **14. Termination Clause**

#### **a. Termination for Default**

KSRTC reserves the right to terminate the empanelment/contract in whole or in part if the empanelled firm:

- a. Fails to deliver the assigned services within the stipulated timeframes.
- b. Provides services found to be grossly unsatisfactory, negligent, or deficient.
- c. Commits repeated defaults or violates the terms and conditions of the contract.

In such cases, KSRTC may engage another firm at the risk and cost of the defaulting firm, and recover additional expenses incurred.

**b. Termination for Convenience**

KSRTC may, at its sole discretion and without assigning any reason, terminate the empanelment/contract by providing **30 days' prior written notice** to the firm. In such cases, payments will be made for the services satisfactorily completed up to the date of termination.

**c. Termination for Insolvency or Change of Control**

The contract may be terminated by KSRTC if the empanelled firm becomes insolvent, goes into liquidation, or undergoes a change in ownership/management that, in the opinion of KSRTC, adversely affects its ability to perform the contract.

**d. Termination for Breach of Confidentiality**

Any unauthorized disclosure or misuse of KSRTC's proprietary information, inventions, or documents by the empanelled firm shall be treated as a material breach. KSRTC may terminate the contract with immediate effect and initiate legal proceedings for damages.

**e. Obligations upon Termination**

Upon termination, the empanelled firm shall:

- a. Immediately cease to represent KSRTC in any matter before statutory authorities or courts.
- b. Hand over all documents, case files, certificates, and related materials belonging to KSRTC.
- c. Provide a final status report on all pending IPR matters within 15 days of termination.

**f. Survival of Rights**

Termination of the contract shall not affect the rights, remedies, or obligations accrued prior to the effective date of termination, including any confidentiality obligations and penalties already imposed.

## **15. Transition Management Clause**

Upon the termination, expiration, or successful award of the contract to a new service provider, the outgoing service provider shall ensure a seamless and orderly transition of services to minimize disruptions and maintain business continuity. The outgoing service provider must cooperate fully with the incoming service provider and/or KSRTC to

facilitate the transfer of all relevant assets, knowledge, data, and responsibilities. This includes but is not limited to:

- Submission of a Transition Plan: Within 15 days of receiving notice of termination or contract expiration, the outgoing service provider shall submit a detailed transition plan outlining key milestones, timelines, deliverables, roles, and responsibilities. The plan must be approved by KSRTC before execution.
- Knowledge and Asset Transfer: The outgoing service provider shall provide comprehensive documentation, operational manuals, historical data, and training sessions to ensure that all processes are understood by the incoming service provider or KSRTC personnel.
- Data Handover: All data related to the project must be transferred in an agreed format while ensuring data integrity and security during the transfer process.
- Continuity of Services: The outgoing service provider shall maintain agreed-upon service levels until the transition is fully completed to avoid any disruption in operations.
- Final Handover and Acceptance: A formal handover meeting will be conducted at the end of the transition period to verify that all deliverables have been met. KSRTC will issue a final acceptance certificate upon successful completion of the transition process.
- Costs and Obligations: All costs associated with the transition process shall be borne by the outgoing service provider unless otherwise agreed upon in writing by KSRTC.
- Dispute Resolution: Any disputes arising during the transition process shall be resolved promptly through mutual discussions facilitated by KSRTC or as per the dispute resolution mechanism outlined in the contract.

## **16. Indemnity clause**

The Contractor shall indemnify and hold harmless the Kerala State Road Transport Corporation (KSRTC), its officers, employees, and agents from and against any and all claims, losses, damages, liabilities, penalties, costs, and expenses (including legal fees) arising out of or related to any negligent act, omission, misconduct, or breach of contract by the Contractor, its personnel, or subcontractors in the performance of services under this contract. This includes, but is not limited to, third-party claims

related to intellectual property rights infringement, unauthorized use of proprietary tools or software, loss or damage to property, bodily injury or death, data breaches or misuse of confidential information, and any non-compliance with applicable statutory or regulatory obligations. This indemnity shall survive the termination or expiration of the contract and shall remain in effect for any claims arising from the Contractor's actions during the contract period.

## **17. Confidentiality Clause**

### **17.1 Confidential Information**

The Contractor shall treat all information, data, documents, and materials shared by KSRTC in connection with this contract as strictly confidential. This includes, but is not limited to, customer data, technical specifications, software architecture, operational procedures, reports, correspondence, business strategies, and any other information designated as confidential or which, by its nature, ought reasonably to be considered confidential. The Contractor shall not disclose, reproduce, transmit, or use such information for any purpose other than the performance of this contract, except with prior written consent from KSRTC. Confidential information may only be disclosed to employees, agents, or subcontractors of the Contractor on a strict need-to-know basis, provided they are bound by equivalent confidentiality obligations. The Contractor shall implement appropriate administrative, technical, and physical safeguards to protect the confidentiality and integrity of such information. Upon completion or termination of the contract, or upon request by KSRTC, all confidential materials in possession of the Contractor shall be returned or securely destroyed. These confidentiality obligations shall survive the expiration or termination of the contract for a period of three (3) years or as otherwise required by law.

### **17.2 Obligation of Confidentiality**

The Contractor shall be under a strict obligation to maintain the confidentiality of all information, data, and materials classified or reasonably understood to be confidential, which are accessed, received, or developed in connection with the execution of this contract. The Contractor shall not, without the prior written consent of KSRTC, disclose such information to any third party, nor use it for any purpose other than for the performance of the contract. This obligation shall extend to all employees, agents, representatives, and subcontractors of the Contractor, who must be bound by confidentiality terms no less stringent than those contained herein. The Contractor shall ensure that appropriate measures—both organizational and technical—are in place to prevent unauthorized access, disclosure, or misuse of confidential information. Any breach of this obligation shall be

treated as a material breach of contract, entitling KSRTC to seek appropriate legal remedies including, but not limited to, damages, injunctions, or termination of the contract.

### **17.3 Permitted Disclosures**

Disclosure of Confidential Information shall be permitted only to those employees, agents, or subcontractors of the Service Provider who have a strict need to know for the performance of their duties and are bound by similar confidentiality obligations. The Service Provider shall ensure compliance of such third parties with this clause.

### **17.4 Protection Measures**

The Service Provider shall take all necessary administrative, technical, and physical measures to ensure the protection of Confidential Information against unauthorized access, alteration, disclosure, or destruction. This includes secure access controls, encryption of data in transit and at rest, and compliance with applicable data protection laws.

### **17.5 Return or Destruction**

Upon expiration or termination of the contract, or upon KSRTC's written request, the Service Provider shall return or destroy all copies of Confidential Information in their possession, and certify in writing that such return or destruction has been completed.

### **17.6 Survival**

The confidentiality obligations under this clause shall survive the termination or expiration of the contract for a period of three (3) years, or such longer period as may be required by applicable law.

### **17.7 Breach and Remedies**

Any breach of this clause by the Service Provider shall constitute a material breach of the contract, and KSRTC shall have the right to seek all remedies available under law, including injunctive relief, specific performance, and damages.

## **18 . Dispute Resolution Clause**

In the event of any dispute, controversy, or claim arising out of or relating to this tender document or the contract, the parties shall first endeavor to resolve the matter amicably through mutual discussions within 30 days of notification of the dispute. If the dispute remains unresolved, it shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be conducted by a sole arbitrator mutually appointed by both parties, failing which each party shall appoint one arbitrator, and the two arbitrators shall appoint a third arbitrator who will act as the presiding arbitrator. The seat and venue of arbitration shall be

Thiruvananthapuram, Kerala, and the language of arbitration shall be in English. The decision of the arbitration tribunal shall be final and binding on both parties. Subject to arbitration proceedings, all disputes shall fall under the exclusive jurisdiction of courts in Thiruvananthapuram. Both parties shall continue to perform their obligations under the contract during the resolution process without prejudice to their rights under this clause.

CHAIRMAN & MANAGING DIRECTOR

Place: Transport Bhavan, Fort  
Thiruvananthapuram

I/We hereby accept all the above terms and conditions in its entirety.

Signature of bidder:



**ANNEXURE - 1**

(Proforma of Certificate be furnished along with Technical Bid)

**KERALA STATE ROAD TRANSPORT CORPORATION**  
**GENERAL INFORMATION ABOUT THE TENDERER**

1	Name of the Tenderer With Registered address of the firm and GSTIN					
	State		District			
	Telephone No.		Fax			
	Email		Website			
<b>Contact Person Details</b>						
2	Name		Designation			
	Telephone No.		Mobile No.			
<b>Communication Address</b>						
3	Address					
	State		District			
	Telephone No.		Fax			
	Email		Website			
<b>Type of the Firm ( Please <math>\sqrt</math> relevant box)</b>						
4	Private Ltd.	<input type="checkbox"/>	Public Ltd.	<input type="checkbox"/>	Proprietorship	<input type="checkbox"/>
	Partnership	<input type="checkbox"/>	Society	<input type="checkbox"/>	Others, specify	<input type="checkbox"/>
	Registration No. & Date of Registration.					
<b>Nature of Business ( Please <math>\sqrt</math> relevant box)</b>						
5	Original Equipment Manufacturer		<input type="checkbox"/>	Authorized Dealer /Representative		<input type="checkbox"/>
	Direct Importer		<input type="checkbox"/>	Others, specify.		<input type="checkbox"/>
<b>Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)</b>						

Annexure-2

(Proforma of Certificate be furnished along with Technical Bid)

Details of Human Resources in the firm

Sl No	Head	Number
1	Patent Agents	
2	Trademark Attorneys	
Date:	Office Seal	Signature of the tenderer / Authorised signatory

Details of Professionals(Partners/Associates ) presently employed with the firm for providing IP related services

Sl No	Name of the professional	Qualification	Area of Specialisation

## Annexure - 3

(Proforma of Certificate be furnished along with Pre Qualification Bid)

### AFFIDAVIT

Format for Affidavit certifying that Entity / Promoter(s) /Director(s)/Partners of Entity are not blacklisted

I, M/s. .... (Name of the firm), having registered office at

..... hereby certify and confirm that we or any of our promoter(s) /director(s) are not barred by Department of Transport, Govt. of Kerala/ or any other entity of Government of Kerala or blacklisted by any state government or central government / department / organization in India from participating in Tender/s, either individually or as member of a Consortium as on the ..... (Last date of submission of tender).

I, M/s..... (Name of the firm) also hereby confirm that we or any of our promoter(s) /director(s) is not having any unsettled disputes/ unnecessary litigation with existing or previous contracts with KSRTC and also are not defaulters in payment of licence fees or penalties or having any type of existing unpaid financial obligation with KSRTC.

We further confirm that we are aware that, our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period.

Dated this .....Day of ....., 20.....

Signature, Name & Address of the Tenderer