AGREEMENT FOR EMPANELMENT OF VENDORS

This Agreement is made on this ___ day of __________, 20__, at Malappuram, Kerala.

BETWEEN

Kerala Gramin Bank, a Regional Rural Bank established under the Regional Rural Banks Act, 1976 having its Head Office at Malappuram – 676 505 (hereinafter referred to as 'the Bank', which expression shall, unless repugnant to the context, mean and include its successors and assigns),

AND

M/s ________________________________, a Company/Firm/Proprietorship having its registered office at ___________________________ (hereinafter referred to as 'the Vendor', which expression shall, unless repugnant to the context, mean and include its successors, administrators, executors, legal representatives, and permitted assigns).

A. Purpose of Agreement

The Bank has empaneled the Vendor for providing products/services as specified in the empanelment tender notice dated __________ and the Annexure thereto. The Vendor agrees to abide by the terms of this Agreement during the empanelment period.

B. Scope of Empanelment

1. This Agreement is for empanelment only and does not, by itself, confer any right on the Vendor for award of contract.
2. The Bank may, at its sole discretion, invite competitive quotations or issue purchase/work orders among empaneled vendors as per its requirements.
3. The specific product/service covered under this Agreement shall be detailed in the annexures to this Agreement.

C. Term of Agreement

4. This Agreement shall be valid for a period of 24 months, i.e., from 01.04.2026 to 31.03.2028, unless extended or terminated earlier in accordance with the terms herein.

D. Vendor's Obligations

5. The Vendor shall provide the products/services strictly in accordance with the Bank's requirements, tender conditions, work orders, and applicable laws.
6. The Vendor shall maintain high standards of quality, safety, and performance.
7. The Vendor shall be responsible for obtaining all necessary approvals, licenses, permits, and statutory compliances.

8. The Vendor shall not assign or transfer this Agreement or any part thereof without prior written approval of the Bank.
9. The Vendor shall maintain confidentiality of all information received from and provided to the Bank.

E. Bank's Rights

10. The Bank reserves the right to remove the Vendor from the panel in case of unsatisfactory performance, breach of conditions, or violation of law.
11. The Bank reserves the right to debar/blacklist the vendor and to make the information public in case of unsatisfactory performance, breach of condition, or violation of law.
12. The Bank shall have the right to award contracts to one or more empaneled vendors at its discretion.
13. The Bank shall not be bound to issue any minimum work order under this Agreement.

F. Price & Payment

14. Prices shall be as per mutually agreed quotations/work orders issued by the Bank. Payments shall be made after satisfactory completion of supply/work and submission of bills with supporting documents, subject to applicable deductions (tax, retention money, penalties if any).
15. No advance payment, whatsoever, will be made to the vendor.
16. Retention money, security deposit, or bank guarantee may be required as per the conditions in respective tenders/work orders.

G. Warranty / AMC (if applicable)

17. The Vendor shall provide warranty/AMC services as specified in the relevant work order/annexure.

H. Termination

18. The Bank may terminate this Agreement by giving 30 days' notice in writing without assigning any reason.
19. The Bank may terminate with immediate effect in case of fraud, misrepresentation, blacklisting, or breach of conditions.

I. Indemnity

20. The Vendor shall indemnify and hold harmless the Bank against all claims, damages, losses, and expenses arising out of the Vendor's performance or non-performance under this Agreement.

J. Governing Law & Jurisdiction

21. This Agreement shall be governed by the laws of India. The courts at Malappuram shall have exclusive jurisdiction over disputes arising out of this Agreement.

K. Arbitration

22. In case of any dispute, the matter shall be referred to arbitration by a sole arbitrator appointed by the Bank. The decision of the arbitrator shall be final and binding.

L. Entire Agreement

23. This Agreement together with Empanelment Notice, Application for Empanelment, annexed Scope of Work and relevant work orders constitute the entire understanding between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

For Kerala Gramin Bank
Authorized Signatory
Name: ____________________
Designation: ______________

For Vendor
Authorized Signatory
Name: ____________________
Designation: ______________
Seal: ____________________