

# SUBCONTRACTOR GOODS AND SERVICES TAX (GST) UNDERTAKING

---

This Undertaking is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**By (Subcontractor):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**GST Registration No:** \_\_\_\_\_

**In Favor of (Contractor):** \_\_\_\_\_

## BACKGROUND

The Subcontractor has agreed to provide certain goods and/or services to the Contractor pursuant to various agreements, work orders, or purchase orders. As a condition of payment for the said goods and services, and to ensure compliance with the relevant Goods and Services Tax (GST) legislation, the Subcontractor provides the following solemn undertakings, declarations, and indemnities.

## UNDERTAKINGS AND DECLARATIONS

1. The Subcontractor hereby warrants and represents that it is active and duly registered under the Goods and Services Tax legislation of \_\_\_\_\_ under the Registration Number specified above, and that the said registration is in full force and effect as of the date of this Undertaking.
2. The Subcontractor covenants and agrees to charge, collect, and remit the applicable GST on all taxable supplies of goods and/or services made to the Contractor in strict accordance with the provisions of the applicable GST law.
3. The Subcontractor undertakes to issue proper, valid, and compliant tax invoices in respect of all supplies made, containing all prescribed particulars required under the applicable GST rules to enable the Contractor to claim appropriate input tax credits (ITC).
4. The Subcontractor undertakes to file all necessary GST returns and report all corresponding sales and tax details accurately and within the prescribed statutory timelines to the relevant tax authorities.
5. The Subcontractor agrees that if any tax credit, deduction, or benefit claimed by the Contractor is disallowed, deferred, or denied by the tax authorities due to any non-compliance, non-filing, late filing, or non-payment of GST by the Subcontractor, the Subcontractor shall immediately upon demand reimburse the Contractor for the full amount of such disallowed credit, along with any interest, penalties, or additional costs incurred by the Contractor.
6. The Contractor shall have the unilateral right to withhold payments due to the Subcontractor in the event of any suspected or actual non-compliance with GST registration, reporting, or remittance obligations, until such time as the Subcontractor provides satisfactory evidence of compliance and rectification.

## INDEMNITY

The Subcontractor hereby agrees to indemnify, defend, and hold harmless the Contractor, its directors, officers, employees, and agents, from and against any and all claims, liabilities, losses, damages, costs, penalties, interest, and expenses (including reasonable legal fees) arising out of or in connection with any breach of the representations, warranties, or covenants contained in this Undertaking, or any failure by the Subcontractor to comply with applicable GST legislation.

**GOVERNING LAW**

This Undertaking shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory of Subcontractor

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_