

GOVERNMENT OF ASSAM
FINANCE (TAXATION) DEPARTMENT
DISPUR :: GUWAHATI-06

EXECUTIVE ORDER

eCF No.711226/1

Dated Dispur, the 19-12-2025

Sub: Self-Undertaking on Statutory Tax Compliance.

Whereas, it has been observed that certain vendors/contractors have either not paid statutory taxes or have failed to pay them regularly. While GST compliance is verified within the FinAssam system, in cases where payments are released through Societies or other project entities, such compliance is not consistently verified. This creates financial and reputational risks for the Government.

In line with the policies of the Government of Assam to ensure transparency, integrity, and compliance with applicable laws, & to prevent loss of Government revenue thereby protecting the interests of the State, it is hereby directed that all bidders/contractors are required to submit a self-undertaking regarding payment of statutory taxes as detailed below:

1. Annexure-A (for New Tender Applicants)

- To be submitted along with the bid/tender submission.
- Confirms that the bidder has cleared all statutory dues up to the date of submission and undertakes to discharge any future liabilities during the contract period.

2. Annexure-B (for Ongoing/Existing Contracts)

- To be submitted by contractors already awarded contracts.
- Confirms that all statutory dues under the contract have been cleared up to the present date and undertakes to bear responsibility for any future liabilities during the remaining contract period.

This Executive Order will come into force with immediate effect & all Administrative Departments are requested to issue necessary directions to their sub-ordinate offices including Statutory Bodies/Commissions and EAPs to ensure full compliance of the Order within 30 days from the issuance of the Order and report any violation to the Finance (Taxation) Department, Government of Assam, for appropriate action.

Digitally signed by
VIRENDRA MITTAL

Commissioner & Secretary to the Government of Assam,
22-46-05
Finance (Taxation) Department

ISSUE

O/o. the MD / AEGCL

No & Date.....

Office Bhawan, Paltanbazar

DLM (F&A) Bill / AM (Taxation) / 12/25
30/12/25

AGM / AM Taxation
For perusal.

20/12/25

AM (Taxation)
20/12/25

Clear PDA
20/12/25

Memo eCF No.711226/1-A

Dated Dispur, the 19-12-2025

Copy for information and necessary action to:

1. All Administrative Departments/Heads of Departments, Assam, to circulate this order to their subordinate offices and ensure strict compliance as directed.
2. All Addl. Chief Secretaries/ Principal Secretaries/ Commissioner & Secretaries/Secretaries to the Govt. of Assam, Dispur for information.
3. The PPS to Hon'ble Chief Minister, Assam, Dispur, for kind appraisal of Hon'ble Chief Minister.
4. The PS to Hon'ble Finance Minister, Assam, Dispur, for kind appraisal of Hon'ble Finance Minister.
5. All Project Directors, Heads of PMUs related to EAPs to ensure strict compliance.
6. All District Commissioners, to ensure strict compliance of these directions and ensure its implementation as directed.
7. The SPPP Manager for uploading.

e-signed

Commissioner & Secretary to the Government of Assam,
Finance (Taxation) Department

Annexure – A

Self-Undertaking for Payment of Statutory Taxes
(For New Tender Submission)

To,
The Procuring Entity,
[Name of Department/Organization]
[Address]

Subject: Self-Undertaking regarding payment of statutory taxes before applying for tender

Tender/Bid Reference No & Date: _____

1. I/We have duly paid and cleared all statutory taxes, cess, dues, and levies payable to Local Authorities, Panchayats, Municipalities, State Government, and the Central Government up to the date of this tender submission and undertake to promptly discharge any such dues that may arise during the tenure of the contract.
2. I/We shall be solely responsible for payment of all applicable taxes, including GST, duties, license fees, cess, and any other statutory liabilities arising in connection with the performance of the contract.
3. I/We undertake to immediately inform the Procuring Entity of any statutory revision, demand, or default and shall bear complete responsibility for settlement of such dues, keeping the Procuring Entity fully indemnified against any liability in this regard.
4. I/We hereby confirm that all notices, demands, or proceedings issued by any Tax Authority up to the date of this submission have been duly complied with and settled. Any outstanding demand has been disclosed to the Procuring Entity, and I/We undertake to settle the same before award of contract, keeping the Procuring Entity indemnified against any liability.
5. In case of any reduction in the rate or amount of GST, taxes, duties, or levies after the Notification of Award, the corresponding benefit shall be duly passed on to the Procuring Entity without delay.
6. This undertaking shall remain valid and binding for the entire duration of the tender evaluation and, if awarded, for the full tenure of the contract including any extensions, until its closure.
7. I/We understand that at any stage if it is found that any statement or document submitted is false/forged/invalid, the Procuring Entity has discretion to terminate the contract and proceed with alternate arrangements as per the tender's risk purchase clause if any.

I/We declare that the above statements are true to the best of my/our knowledge and belief.

Authorized Signatory

Name: _____

Designation: _____

Firm/Company Name: _____

Date: _____

Place: _____

Company Seal:

Self-Undertaking for Payment of Statutory Taxes

(For Ongoing/Existing Contracts)

To,
The Procuring Entity,
[Name of Department/Organization]
[Address]

Subject: Self-Undertaking regarding payment of statutory taxes during the tenure of existing contract

Tender/Bid Reference No and Date: _____

Contract Agreement No and Date: _____

I/We, the undersigned, hereby solemnly declare and confirm that:

1. I/We have duly paid and cleared all statutory taxes, cess, dues, and levies payable to Local Authorities, Panchayats, Municipalities, State Government, and the Central Government up to the current date under the existing contract awarded by [Name of Procuring Entity].
2. I/We further undertake to promptly discharge any statutory taxes, cess, levies, or duties that may arise during the remaining tenure of the contract.
3. I/We hereby confirm that all notices, demands, or proceedings issued by any Tax Authority during the tenure of this contract have been duly complied with and settled. Any outstanding demand has been disclosed to the Procuring Entity, and I/We undertake to promptly settle the same during the contract period, keeping the Procuring Entity indemnified against any liability.
4. I/We undertake to immediately inform the Procuring Entity of any statutory revision, demand, or default, and shall bear complete responsibility for settlement of such dues as per the contract terms, keeping the Procuring Entity fully indemnified against any liability in this regard.
5. In case of any reduction in the rate or amount of GST, taxes, cess, duties, or levies during the contract period, the corresponding benefit shall be passed on to the Procuring Entity without delay.
6. This undertaking shall remain valid and binding for the entire duration of the contract, including any extensions thereof, until its complete closure.
7. I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted is false/forged/invalid, the Procuring Entity has discretion to terminate the contract and make alternate arrangements as per the risk purchase clause, if applicable.

I/We declare that the above statements are true to the best of my/our knowledge and belief.

Authorized Signatory

Name: _____

Designation: _____

Firm/Company Name: _____

Date: _____

Place: _____

Company Seal: