

Notice Inviting Applications For Engagement of Chartered Accountant Firms For Statutory Audit Of Extensible Business Reporting Language (XBRL) India

Extensible Business Reporting Language (XBRL) India established by the Institute of Chartered Accountants of India in October 2010, as a Section 25 Company under the Companies Act, 1956 (now a Section 8 Company under the Companies Act, 2013), for managing the affairs of Indian Jurisdiction of XBRL International. XBRL International is comprised of Jurisdictions which represent countries, region or international bodies and focus of XBRL in their area. XBRL Indian Jurisdiction is an established Jurisdiction of XBRL International. Its objectives are:

- To promote and encourage the adoption of XBRL in India as the standard for electronic business reporting in India
- To facilitate education and marketing of XBRL
- To develop and manage XBRL taxonomies
- To keep the developed XBRL taxonomies updated with regard to international developments
- To represent Indian interests within XBRL International
- To contribute to the international development of XBRL.

XBRL India invites application from CA firms, for the appointment of its STATUTORY AUDITOR

1. Eligibility Criteria for appointment of CA Firm

- i) Firm with a minimum of 4 full time partners of which at least 2 full time partners should be FCAs.
- ii) At least two partners should have a continued association of 5 years or more with the firm as on 31/03/2024.
- iii) Firm's standing should not be less than 10 years as on 31/03/2024.
- iv) The partner proposed to be put in charge of the assignment should have minimum of 5 years of audit experience as on 31/03/2024.
- v) Head Office of firm should be located in Delhi/NCR.
- vi) Average Annual Receipts (i.e. Average Gross Professional Fees) of the Firm in the last 3 financial years ending on 31st March, 2024 must be minimum of Rs. 50 (Fifty) Lakh.
- vii) The full-time partner's association with the firm would mean exclusive association. The definition of 'exclusive association' will be based on the following criteria:
 - The full-time partner should not be a partner in other firm/s.
 - She / He should not be employed full time / part time elsewhere.
 - She / He should not be practicing in her/his own name or engaged in practice otherwise or engaged in other activity which would be deemed to be in practice under Section 2(2) of the Chartered Accountants Act, 1949.
 - XBRL India shall examine and ensure that the income of the partner from the firm is adequate for considering them as full-time exclusively associated partners, which will ensure the capability of the firm for this purpose.
- viii) There are no proceedings pending against either of the partners or the firm with respect to professional misconduct.
- ix) The firm or any partners of the firm should not be blacklisted or debarred by any PSUs or Government. Co. or Government Instrumentalities or any other Organisation or Body Corporate during last 5 years in respect of any assignment or behaviour.

2. Term of Appointment

The appointment of statutory auditor shall be made for a continuous period of 5 years in term of provision of section 139 of Companies Act, 2013 subject to the firms satisfying the eligibility norms each year and an annual reappointment.

3. Audit Fee and Expenses

For Services rendered by the Auditors, the XBRL India shall pay the Auditor an amount not to exceed Rs. 50,000 (plus out-of-pocket expenses) + GST.

4. Place of record maintenance

The financial records shall be prepared on an annual basis. The financial record of XBRL India shall contain financial

statement such as Income & Expenditure account and Balance Sheet etc., and the place for the maintenance of the record shall be ICAI Bhawan, Indraprastha Marg, Delhi.

5. To assure about the capacity, the CA firm must satisfy the following eligibility criteria

- i. The Firm should be registered with the Institute of Chartered Accountants of India (ICAI) and have Permanent Account Number (PAN) and GSTIN.
 - A. The Firm should have valid peer review certificate.
 - B. The Firm should not have any adverse remarks, if reviewed by, from Financial Reporting Review Board.
- ii. Applicant shall be declared ineligible if its performance or that of any of its partner(s) in any previous assignment with ICAI or XBRL India has ever been unsatisfactory.
- iii. No case of professional or other misconduct is pending against any of the partners or CA employees of the firm.
- iv. The partners of firm is /has not been a member of Central Council or Regional Council or Branch Managing Committee of ICAI or is /has not been a member of governing board of XBRL India during the current financial year and immediate past four financial years.
- v. The firm or any of its partners should not have any pecuniary or other interest in XBRL India.
- vi. The audit firm or any of its Partners should not have any association with foreign audit firms.
- vii. The Partners of the firm should not be a member /co-opted member/special invitee of any committees of ICAI or XBRL India.

6. Selection Criteria

Sr. No.	Criteria	Points
a)	Status of Peer Review	5 Points, if firm is holding valid Peer Review Certificate.
b)	Years of Experience in auditing of Section 8/NGO/NPO	5 Points, Firm having 5 Years' Experience
c)	Points for association of full time CA partners with the same firm/LLP (considered with reference to the Formation date or actual joining date of CA partner whichever is later)	2 points for each full time CA partner above 5 years.
d)	Points for full time CA Employees	One point each for full time CA employees
e)	Location	2 points to be given to the firm belongs to Delhi.

7. Performance Standard

The Auditor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity in line with the Engagement & Quality Control Standards issued by ICAI.

8. Other Terms & Conditions

- i) Interested Applicants which meet the pre-qualification criteria may send their application at xbrl@icai.in or at the following address:
The Director, XBRL India and Secretary, ICAI
ICAI Bhawan,
Indraprastha Marg, New Delhi
- ii) There shall be no fee for the application.
- iii) The application for the said assignment should be submitted latest by 09/08/2024 up to 16:00 hours.
- iv) Queries, if any, in this regard may be sent to xbrl@icai.in. Any communication other than email will not be entertained. The last date for receipt of queries regarding submission of application is 25/07/2024 up to 16:00 hours.

- v) The application shall remain valid for 90 days from the date of submission.
- vi) Any amendment / corrigendum / clarification to the Advertisement will be posted on the websites of the XBRL India, i.e. www.in.xbrl.org/www.icaai.org.
- vii) The XBRL India shall not be liable for non-receipt/ late receipt of any of the applications against this Advertisement.
- viii) The XBRL India reserves the right to reject any of the applications or whole process without assigning any reason at any time and may call for any other details or additional information from any of the applicants/ members at its own discretion. Non submission of details sought for will render the Applicant ineligible for the assignment. In this regard, the decision of XBRL India shall be final and binding on all the applicants.
- ix) The decision of the XBRL India shall be final as regard to the criteria to finalize the firm out of the applications so received and selection of auditors.
- x) Incomplete applications shall be summarily rejected.
- xi) The auditor shall maintain confidentiality of information obtained during the course of audit.
- xii) XBRL India may terminate the engagement of the auditor, at any time, without assigning any reason. In such cases, the firm shall not be eligible for any remuneration.
- xiii) In case of any dispute or difference arising out of or in connection with any of the term and condition of this Advertisement or Engagement Letter issued to the selected Auditor, in the first instance, the parties shall try to resolve the issue by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceeding shall be in English. The arbitral award shall be final and binding upon both the parties. All arbitral awards shall be in writing and shall state the reasons thereof. The cost of arbitration shall be borne by both the parties equally.
- xiv) Subject to the arbitration clause as mentioned above, the Courts at Delhi/New Delhi shall have the exclusive jurisdiction to try any suit in the matter.

9. FORCE MAJEURE

That the obligations of the Auditor (Service Provider) shall be subject to 'Force Majeure'.

For the purpose of this clause, 'Force Majeure' means an event beyond the control of the service provider and not involving the service provider's or its personnel's fault or negligence and not foreseeable. Such events may include, but are not restricted to civil disturbance, riots, earthquakes, tempest, pandemic and flood.

If a Force Majeure situation arises, the Auditor shall promptly notify XBRL India in writing of such conditions and the cause thereof. Unless otherwise directed by XBRL India in writing, the Auditor shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In case the performance of any obligations under the Engagement/Agreement is prevented or delayed beyond a period mutually agreed to between XBRL India and the Auditor (Service Provider) due to any Force Majeure event, the XBRL India shall have the option to terminate Notice Engagement forthwith without any notice of termination or intimation regarding intention to terminate the contract.

10. SEVERABILITY CLAUSE

In the event that any provision of this Advertisement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Advertisement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Advertisement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Application or ensuing Agreement to be invalid or unenforceable, but that by limiting said provision it would

become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

11. WAIVER

Any term or condition of this Advertisement or Application or ensuing Agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. The waiver by XBRL India of performance of any term or condition or breach of any provision on one occasion shall not be taken or held to be a waiver thereof on any subsequent occasion or as nullifying the effectiveness of such provision.

No failure to exercise or enforce and no delay in exercising or enforcing on the part of XBRL India to the Advertisement or Application or ensuing Agreement entered thereunder of any right, remedy or provision of this Advertisement or Application or ensuing Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

12. Fall Back Arrangements

In case of breach of terms of the Advertisement or Application or ensuing Agreement committed by the successful Applicant, the XBRL India may terminate the contract by giving 30 days' notice and may inter alia further award contract to any other service provider/Auditor/ Auditor firm at the risk and cost of the defaulting service provider. In such case, any higher price to be paid by XBRL India to the newly appointed service provider/Auditor/ Auditor firm shall be recoverable from the defaulting service provider/Auditor firm inter alia by forfeiting any amount which is due and payable by XBRL India to the defaulting service provider.

13. Penalty

The service provider/ Auditor/ Auditor firm are expected to have capability to deliver efficient and effective services to the XBRL India. The successful Applicant shall perform the services and carry out its obligations with all due diligence, render any opinion with professional integrity, efficiency and economy, as per generally accepted professional techniques, standards and practices, and shall observe sound management practices. The Auditor shall be liable to the XBRL India for any direct loss or damage accrued or likely to accrue due to deficiency in services by it or improper discharge of contractual obligations or deviant conduct.

It is clarified that the certifications/ report furnished by the Auditor are going to be utilized/ relied upon by XBRL India. Therefore, the applicant/ bidders needs to note that in the event its Report/ certification turns out to be untrue, faulty and factually incorrect or it has been found that the bidder was negligent while conducting audit or it has been found that the bidder had colluded with any other party causing loss (pecuniary or otherwise) to the XBRL India, the XBRL India besides fixing responsibility of the Auditor impose penalty @ 1% of total fee, may also blacklist such Applicant and may also file complaints of professional misconduct, etc. on part of such bidder/ applicant for suitable action thereon by them. The XBRL India also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the bidder/ applicant/ Auditor.

Further, if the performance of work/services is delayed beyond time schedule due to reasons attributed to the bidder/ Auditor and if the same has not been otherwise extended by the XBRL India, the Applicant/ Auditor shall be penalized.

14. Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Auditor for XBRL India under the

Contract shall belong to and remain the property of XBRL India. The Auditor may retain a copy of such documents and software.

15. Assignment

The Auditor shall not assign this Contract or sub-contract any portion of it without XBRL India's prior written consent.

16. Submission of Applications

The application shall be submitted by the Applicant CA firm along with detailed profile, supporting papers of aforesaid eligibility criteria, past experience. The applicant shall also give declaration that the firm is not disqualified for appointment under the Companies Act 2013, the Chartered Accountant Act,1949 and rules and regulations made thereunder and do not suffer any of the disqualification as mentioned in application.