

Document 5 - Records and Audit

The Supplier shall, and shall procure that its subcontractors shall, maintain a true and correct set of records including personnel records relating to all aspects of their performance of the Contract and all transactions related to the Contract.

For the avoidance of doubt, such records shall include but are not limited to:

- (a) all necessary information for the evaluation of claims or variations;
- (b) management accounts, information from management information systems and any other management records;
- (c) accounting records (in hard copy as well as computer readable data);
- (d) subcontract files (including proposals of successful and unsuccessful bidders, bids, rebids etc.);
- (e) original estimates;
- (f) estimating worksheets;
- (g) correspondence;
- (h) variation and claims files (including documentation covering negotiated settlements);
- (i) general ledger entries detailing cash and trade discounts and rebates;
- (j) commitments (agreements and leases) greater than £5,000;
- (k) detailed inspection records;
- (l) such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns and project plans, in each case which have not already been provided to the Buyer.

The Supplier agrees, and shall procure that its subcontractors agree, to retain all such records in such a manner as the Buyer may reasonably instruct for a period of not less than twelve (12) years after completion of performance under each Contract. In the absence of specific instructions as to the method of storage, the Supplier shall retain his records in an orderly and logical fashion.

The Buyer and its authorised representatives and the Customer of the Buyer, its authorised representatives and any party legally authorised to inspect any part of the Buyer's contract shall have the right to inspect and audit any of the records referred above at any time during the 12 year period.

The Supplier shall promptly provide all reasonable co-operation in relation to any audit or check including:

- (a) granting or procuring the grant of access to any premises used in performance of each Contract, whether the Supplier's own premises or otherwise;
- (b) granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under each Contract, wherever situated and whether the Supplier's own equipment or otherwise;
- (c) making any contracts and other documents and records required to be maintained under each Contract available for inspection;
- (d) providing a reasonable number of copies of any contracts and other documents or records reasonably required by the Buyer and/or the Customer of the Buyer and/or granting copying facilities for the purposes of making such copies; and
- (e) complying with the Buyer's and/or the Customer of the Buyer's reasonable requests for access to senior personnel engaged in the Supplier's performance of each Contract.



The Supplier shall permit the Buyer's authorised representatives and/or the Customer of the Buyer, access and facilities (as required and when notified) for the purpose of systems and product quality audits including but not limited to access to documentation showing results of testing and inspection, certificates of conformance and safety-related documents. The Supplier shall provide the Company and/or the Customer of the Buyer with a copy of any or all of the records listed in Clause 4.1, free of charge within thirty (30) days of the Buyer's and/or Customer of the Buyer's request for the same.