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## **Working with Trafikverket – an introduction**

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## Preface

This introduction describes procedures and contract forms used by the Swedish Transport Administration ("Trafikverket") when procuring building contracts and design assignments.

We recommend that you use the introduction as a tool to enter the Swedish market.

By no means does this document cover everything you need to know when entering the Swedish market, but it serves as a good starting point.

## 1. Definitions

Client	The procuring entity; in this introduction, Trafikverket
The Acts	The Public Procurement Act (LOU) and the Act on Procurement within the Water, Energy, Transport and Postal Services Sectors (LUF)
MER	Measurement and compensation rules
AMA	General Material and Work Description
ÄTA	Alteration works, additional works and recalling of works

## 2. Working with Trafikverket

*This chapter aims to give international bidders an idea of the soft parameters and cultural characteristics that may be relevant to varying degrees when working with Trafikverket. Obviously, Trafikverket could never describe every factor that can influence daily operations. Still, this document can help calibrate expectations before entering into a complex business relationship.*

### **Trafikverket wants to be the supplier's first choice.**

We must be an attractive partner for attractive partners.

Against this background, the management team at Trafikverket decided last year that we will strive to become the supplier's first choice. This became one of Trafikverket's strategic goals in our business plan.

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### **What do we mean by ‘supplier’s first choice’?**

- This means we have to be an attractive partner for attractive partners. We want the best, most reliable suppliers to think of Trafikverket as their most preferred business partner. We want to be their first choice.
- In short, we strive to be the best partner for our suppliers, which benefits both parties.

How do we achieve this?

A **joint action plan** has been devised by the management team of Trafikverket, which includes measures in four key areas:

- Building relationships
- Developing business forms
- Reducing conflict
- Decision-making

These measures are currently being implemented throughout Trafikverket. All business areas and central functions are involved in this work and are responsible for different elements.

### **Introduction**

On the international level, the degrees of freedom regarding design and build and turnkey contracts vary and are often higher in other countries than in Sweden, which can cause confusion for international companies entering the Swedish construction market.

In performance contracts, it is essential that requirements and regulations are fulfilled as described in the procurement documents; they are more than just recommendations. Sweden has detailed systems for describing (AMA) and providing payment for MER) civil works projects.

Even though Eurocodes have been introduced in Sweden, there are certain variations and special interpretations of the Eurocodes.

It is more or less essential that you have access to people (project managers) with experience in the formal planning process for building roads and railways in Sweden.

### **Contracts**

Most standard contracts used in the construction sector in Sweden are primarily aimed at equitably distributing risks between the client and contractor. It is easy for international companies to assume that the AB/ABT system works in the same way as the systems they are accustomed to (NEC, FIDIC, different countries’ legislation, etc.), but the system used in Sweden is not the same.

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The AB/ABT ('Allmänna bestämmelser') system for contracts requires a high degree of formal cooperation between the different parts of the contract. For example, the provisions impose requirements on the format for notifications between those working in the different parts of the contract, for notifying claims within a certain period of time, for invoking the right paragraph in AB/ABT when making claims, etc. In practice, this means that even if there are circumstances where a contractor could have received more compensation and/or a time extension, we may not be able to provide that if the contractor does not present their case correctly. Also, the success rate when pursuing this type of claim in a formal legal process is very low.

In addition to contract law, there are challenges related to different types of legislation (e.g. tax legislation). This legislation includes the Public Access to Information and Secrecy Act (OSL) (foreign companies may be surprised when 'their' information becomes public), permit management, environmental legislation, etc.

## **Society**

Given that Trafikverket is a public authority, it is not possible to cut corners without consequences.

A common example of this is when contractors, in the event of a disagreement, decide to stop the ongoing work to 'put pressure' on us. This usually results in the termination of the contract from our side.

In Sweden, we handle matters at project level. There is no viable way to bypass this and push the matter up in the organisation (or to politicians).

Communication with regulatory authorities can be difficult. This can make things like work environment management and environmental work more complicated, but it is essential that contractors follow all applicable rules to avoid contract termination.

Contractors must be prepared for, and participate in, audits, inspections, etc. by Trafikverket and other authorities (e.g. the Swedish Work Environment Authority).

Sometimes, an international supplier may find it challenging to acquire personnel and resources at competitive prices from local partners. It may take time to develop trusting relationships and establish commercial trust.

Swedish price levels are higher compared to the vast majority of other countries, which is a factor that must be taken into account when bidding.

Swedish companies, especially smaller companies, are sometimes reluctant to partner with international companies. The motivation for this can vary from

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local traditions to business-related reasons, such as the increased risks associated with new business cultures.

Unfortunately, criminal/unserious suppliers and individuals seek out new companies in the public sector, which is another challenge.

Checklist of things to remember when entering the market in Sweden:

- **Focus on results**

Our project personnel are very focused on achieving the project objectives and solving problems that affect progress.

- **Non-hierarchic**

The supplier's team is expected to have adequate authority so that they do not have to discuss every issue with their superiors.

In organisations that rely on hierarchical structures, where personnel do not question the instructions of their superiors, international companies may find the level of collaboration in the Swedish construction market as unnatural. This complicates discussions between agent-agent, construction manager-construction manager, etc.

- **Disputes**

Trafikverket considers its suppliers to be collaborative partners. Disputes very seldom end up in court and are largely resolved between the parties.

- **Informal**

Most often we say 'Hello John!' instead of 'Good Day Mr. Smith'.

- **Contract structure**

A poor understanding of the Swedish contract structure (AMA, AB/ABT, Contract....) may cause people to want to negotiate when everyday problems arise; however, this approach is a dead end.

- We need your resources, and we recommend that international suppliers partner with a Swedish company in order to successfully enter the Swedish market.
- Think about what your unique contribution is to the business relationship, your unique selling point.
- Obtain knowledge of the market.
- Get to know the regulations.
- Get to know the client.

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## Business opportunities

Business opportunities with Trafikverket can be found in:

- National plan – 12 years. Revised every 4 years.
- Implementation plan – 6-year plan. Revised once a year.
- Procurement plan – now up to 24 months. Revised every month.

[www.trafikverket.se](http://www.trafikverket.se)

## 3. Procurement procedures

### 3.1 The public procurement acts

In Sweden, public procurement is regulated in the Public Procurement Act (LOU) and the Act on Procurement within the Water, Energy, Transport and Postal Services Sectors (LUF). The procurement of contracts concerning roads is covered by LOU, and contracts concerning railways are covered by LUF.

Both acts comprise the procedures covered under the Directives, as well as procedures for public procurement not covered under the Directives, i.e. procurement with a purchase value less than the threshold value under the Directives (Chapter 19 in the Acts). The vast majority of public procurements in Sweden are covered by Chapter 19.

### 3.2 Procurement procedures over the threshold values

For procurement over the threshold values (LOU and LUF chapter 6), the following procedures, corresponding to the Directives, are used in Sweden.

(The threshold value is € 5,538,000 for construction contracts.)

- Open procedure ('Öppen upphandling')
- Restricted procedure ('Selektiv upphandling')
- Negotiated procedure with or without prior publication ('Förhandlad upphandling')
- Competitive dialogue ('Konkurrenspräglad dialog')
- Procedure for establishment of an innovation partnership ('Förfarande för inrättande av innovationspartnerskap')



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Most often, Trafikverket uses the open procedure and negotiated procedure with prior publication.

### Prequalification

For procurement of major assignments and contracts, prequalification may be used for a number of companies. Only prequalified companies will be invited to tender.

### Contract award

Contracts shall be awarded to the supplier with the tender that is most economically advantageous for the procuring entity.

Which tender is most economically advantageous shall be assessed based on one of the following evaluation models:

1. best price-quality ratio,
2. cost, or
3. price.

When assessing tenders, Trafikverket always considers the cost and the tenderer's ability to fulfill the contract, but often also other criteria.

## 3.3 Procurement procedures under the threshold values

For procurement under the threshold values (chapter 19 in the Acts) the procedures are very similar to the procedures over the threshold procedures.

- Every single contract (with exception of contracts using the direct procedure; see below) must be announced in an electronic database that can be accessed by anyone.
- The invitation to tender and all documents related to the invitation, including the tender itself, must be in writing.
- The award criteria are the same as for procurement over the threshold values.

### Direct procedure ('Direktupphandling')

Direct procedure is a type of procedure with less formal demands. This procedure may only be used for procurement with 'low value' or for 'particular reasons', such as a need to expedite the process due to circumstances out of the client's control (e.g. accidents and acts of God). 'Low value' is defined in the Acts.

Invitations to tender, as well as tenders themselves, may be submitted orally. However, it is preferred that tenders are submitted in writing. If possible, more than one supplier will be invited.

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Link to the English versions of the procurement acts:

[The Public Procurement Act in brief | Swedish Competition Authority \(konkurrensverket.se\)](https://www.konkurrensverket.se/en/the-public-procurement-act-in-brief)

Note! These document are from November 2017 and have not been updated based on the changes in the law that entered into force on 1 February 2022.

## 4. Tender documents

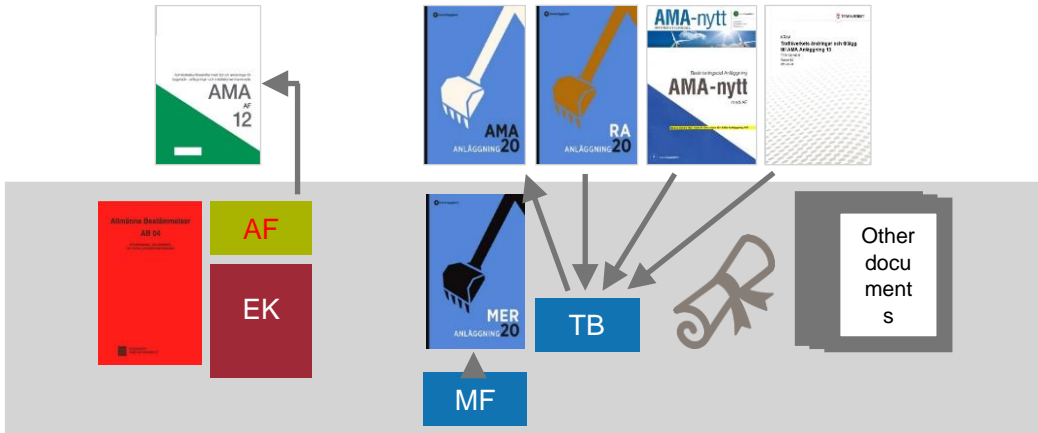


Tender documents consultants

Tender documents performance contract

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Tender documents design and build



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#### Definitions:

AF	Administrative requirements
EK	Contract (contractors)
UK	Contract (consultant)
TB	Technical requirements
MF	Bill of quantities

Most construction projects use the AMA (General Material and Work Description) as a reference by linking the documents (e.g. descriptions and administrative requirements; AF part) to the AMA texts. The AMA is a tool where the client can describe what is to be produced and set requirements for execution, materials and controls. When requirements for what is to be built are based on structured and measurable descriptions, it facilitates uniform and calculable actions, which is a prerequisite for rational work and also facilitates communication. The AMA also helps contractors understand what their calculations should be based on in their tenders.

Follow the link below for more information about the AMA texts:

[AMA-systemets bakgrund och syfte - AMAutbildning.se](#)  
[Introduktion - Grunder i AMA, RA och MER Anläggning - AMAutbildning.se](#)

## 5. Contract forms

### 5.1 General

The different contract forms used in Sweden have been gradually developed between the parties in the construction sector in the country.

The Acts include no limitations regarding which contract form may be used by the client.

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## 5.2 Contract forms

Trafikverket uses the following contract forms for construction contracts.

### 5.2.1 Performance contract ('Utförandeentreprenad')

This is a classic contract form, with the executive design done by the client (the actual design work is most often done by technical consultants contracted by the client; see 'Remarks'). The contractor is the client's sole counterparty and is responsible for all technical disciplines involved.

The general conditions for performance contracts are laid out in the document ABO4 'General Conditions of Contract for Building, Civil Engineering and Installation Work', a document used in agreements between a building proprietor and contractor to reasonably distribute risks between the client and contractor.

### 5.2.2 Design and build contract ('Totalentreprenad')

Preliminary design is done by the client, and the executive design is done by the contractor.

The contractor is entitled to use subcontractors, as in the case of a 'Performance contract' (see above).

General conditions for design and build contracts are laid out in the document ABTo6 'General Conditions of Contract for Building, Civil Engineering and Installation Work performed on a package deal basis', a document used in agreements between a building proprietor and contractor in the Swedish construction sector.

### 5.2.3 Early contractor involvement (ECI)

In some of our procurements, we want to involve the contractor as early as possible. In cases like these, we use different variations of ECI.

### 5.2.4 Alliance model

In some of our procurements, we want to involve the contractor and consultant as early as possible. In these cases, we will use the alliance model.

## 5.3 Economic classification

Contracts can be divided in three categories depending on how the contractor is paid.

### 5.3.1 Fixed price or lump sum contract

The client pays the contractor a set amount (as defined by the contract) regardless of the contractor's costs. This form is suited for a well-defined product or work, or for design and build contracts.

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### 5.3.2 Unit price contracts (in connection with performance contracts)

The client pays the contractor a preset amount per unit of work performed. The total value of the contract is a function of the quantities needed to complete the work. The unit prices are set out in the tender in the priced bill of quantity. In Sweden, the procedures for measuring the amount of work performed are set out in the document MER.

### 5.3.3 Cost reimbursable contracts

The client pays the contractor for its actual costs (direct and indirect costs). Direct costs are costs incurred directly in the project, such as wages for workers, machinery and material. Indirect costs are overhead costs, such as the contractor's general administration, insurances, business risks and profit. Indirect costs are usually calculated as a percentage of direct costs. Trafikverket usually does not use this contract form when assigning contractors. For changes or additional orders within a contract, it is commonly used, unless it is possible to agree on a fixed sum in advance.

This form is more frequent when contracting technical consultants for projects that are defined in advance.

### 5.3.4 Mixed forms

Contracts may also involve a mix of the forms mentioned above. For example, the contracted works may consist of building a bridge (which can be well-defined) with connecting roads (where the earth moving works can be hard to quantify). Payment can then be divided in a lump sum for the bridge and unit prices for the road works.

### 5.3.5 Advance payment

In some cases, Trafikverket allows an advance payment of up to 10% of the contract sum. The contractor must provide security for the advance payment.

### 5.3.6 Other aspects

Another price-setting tool is incentives. Contracts can involve incentives for meeting or exceeding selected project objectives, such as schedule targets or total cost.

The prices in a contract can either be fixed or subject to adjustments due to increased costs for material, workers, etc. For contracts longer than 12 months, Trafikverket accepts price indexation.

## 6. Remarks

- i) For road and railway construction, performance contracts and design and build contracts are the contract forms that Trafikverket uses.
- ii) Performance contracts may cover very small objects as well as very big objects.

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iii) In Sweden, it is highly unusual that a client has all the competence and/or resources needed to carry out all of the design work, regardless of contract form. Most often, technical consultants are assigned to do this. The client is responsible for procuring these services in accordance with the Public Procurement Act, using one of the award procedures described in Chapter 3.

General conditions for consultant services are laid out in the document ABK09 'General Rules for Consulting Works in Architectural and Engineering Activities', a document used in agreements between parties in the Swedish technical consultancy sector.

iv) Trafikverket's ambition is for enquiry documents to be so thorough and transparent that all tenders submitted are complete and business can be awarded without negotiations. However, negotiations are needed in most cases to create clarity on pricing, technical matters, the organisation, reservations, etc. Trafikverket also uses negotiations as an instrument to get better terms (e.g. lower unit prices, more favourable terms of payment, etc.). Negotiations on major conditions (e.g. the total price) are seldom carried out. If negotiations are carried out, it is done with a high degree of caution, mainly because it may conflict with provisions in the public procurement acts regarding objectivity towards tenderers.

## 7. Rules and regulations

### 7.1 General

An international company must pay income tax in Sweden if the company has a permanent establishment here.

There is a guide you can use as an aid to assess whether your company will have a permanent place of business in Sweden.

[Guide för att bedöma om fast driftställe finns i Sverige | Skatteverket](#)

The definition of a permanent establishment is laid out in the Swedish Income Tax Act. There is a main rule, which also covers construction activities, and a rule that applies when the international company has a dependent representative in Sweden.

If an international company has a permanent establishment in Sweden, it affects the company's taxation, employees and the company's accounting obligations.

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An international company with a permanent place of business in Sweden:

- Is taxed on income from a permanent establishment here
- Pays special payroll tax on pension costs for employees
- Pays full employer contributions for employees covered by Swedish social insurance
- Makes tax deductions on compensation for work performed

An international company with a permanent establishment that meets the criteria for being a branch is required to keep records for its operations in Sweden.

If an international company does not have a permanent place of business in Sweden, this affects the company's taxation, employees and the company's accounting obligations.

An international company that does not have a permanent place of business in Sweden:

- Is not taxed for income from a permanent establishment but may be liable for tax in Sweden on a different basis, for example, if it owns property here
- May be obliged to provide special information to the Swedish Tax Agency
- Pays reduced employer contributions, that is general wage contribution is not paid
- Makes tax deductions on compensation for work performed in Sweden
- Can agree with an employee who works in Sweden that the employee will report and pay employer contributions to the Swedish Tax Agency for the employer (this is called a social contribution agreement)

Some employees who live abroad are exempt from income tax in Sweden for work they do here.

An international company that does not have a permanent place of business but meets the criteria for being a branch is required to keep records for its operations in Sweden.

## 7.2 Staff



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Read more about staff in Sweden and things you should consider by using the following links:

[Work and business in Sweden | sweden.se](#)

[Utländsk arbetskraft i Sverige - Arbetsmiljöverket \(av.se\)](#)

[Medarbetare som ska jobba utomlands - Försäkringskassan \(forsakringskassan.se\)](#)

[Beskattning av utländsk arbetskraft | Skatteverket](#)

[ID06 - ett säkert system för alla branscher](#)

### 7.3 General Security Agreement (GSA)

- Q If a country has a GSA agreement with Sweden, does it seem ok for an international supplier to enter into contracts or assignments that concern security-sensitive activities?
- A Yes, they can participate in a procurement that concerns security-sensitive activities. However, during the procurement procedure, Trafikverket will perform a protective security assessment to determine whether the supplier is suitable or not.
- Q Our company is planning to use a subcontractor in an upcoming contract. Is it ok to use a subcontractor even if there are security sensitive activities?
- A Yes, provided that main supplier is not found to be unsuitable in the protective security assessment. In addition, the subcontractor must be approved by Trafikverket within the framework of the protective security agreement.
- Q If the next tier of subcontractors comes from a country that does not have a GSA with Sweden – is this subcontractor ineligible? Or can the subcontractor participate in activities that are subcontracted by the main contractor and that are not security-sensitive activities?
- A It is completely out of the question for subcontractors to participate in security-sensitive activities if there is no GSA. The subcontractor can, however, participate in other assignments

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that do not concern security-sensitive activities after Trafikverket has given the go-ahead for this.

Q In the protective security agreement with the main supplier, it states that Trafikverket must approve all subcontractors, regardless of whether it concerns security-sensitive activities.

A Yes, the Supplier must report all subcontractors that will be used within the framework of the assignment to the Trafikverket. The supplier may only engage subcontractors for the performance of the assignment who have entered into a security protection agreement with the Trafikverket.

## 8. Project management

### 8.1 General aspects

The following aspects are important for all procurements carried out by Trafikverket:

- i) All conditions for follow-up shall be specified in the agreement with the supplier (time, economic aspects, performance, etc.).
- ii) For all conditions and goals in a contract, it shall be possible to determine or measure whether they have been fulfilled or not.
- iii) The supplier must have its own system for controls and measuring its performance. The supplier will evaluate and regularly provide an account of its performance to the client. The client performs audits of the supplier's quality and environmental management, together with random tests regarding certain aspects of the supplier's performance.

in line with section iii) above, the contractor shall have a documented management system. The system does not have to be certified according to the ISO9000 and ISO14000 standards, but it must essentially comply with these standards.

For every project within Trafikverket, the client shall draw up a project plan. In this plan, all restrictions regarding laws and local regulations shall be identified, as well as requirements, risks and goals for the project.

The contractor shall then draw up a project plan for the contract that corresponds to the client's project plan. This plan must cover quality management, environmental management, traffic and electricity safety, and working environment.

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During the execution of the contracted works, the contractor shall keep a daily journal, which must be updated daily and describe the work performed each day, the workforce, major events and deviations (see Appendix 1).

During the contract period, site meetings shall be held regularly and at least once per month. At these meetings, representatives of both parties shall participate, as well as other key personnel. At the meetings, the contractor shall report on the progress of the contracted works, deviations and problems and risks he is facing. The meetings shall also address economic issues and changes.

## 8.2 Components homologation

Railway specific products have a long estimated lifetime. Spare parts must be stocked for a long period, and it is therefore necessary to minimise the number of products of each kind. To address this need, Trafikverket has a logistics department. This department's responsibility is to procure railway specific products, such as rails, signaling equipment, etc., and to stock spare parts for railway specific products.

Contractors working for Trafikverket are then required to purchase railway specific products from our logistics department.

## 8.3 Acceptance

The general documents ABO4 and ABTO6, which lay out the general conditions for performance contracts and design and build contracts, respectively, also describe the procedures for acceptance of the contracted works.

When the contracted works are completed, a completion inspection is carried out. The inspector is appointed by the client. If the works comply with the requirements of the contract, they are approved and handed over to the client.

Other forms of inspection are

- Pre-inspection (for the part of the works that cannot be inspected after the contracted works are completed)
- Guarantee inspection (after the expiry of the defect liability period) and
- Re-inspection (to ascertain whether defects discovered during the defect liability period or at the guarantee inspection have been remedied).

A vital part of the completion inspection is to ascertain whether the contractor has provided all required documentation as stated in the contract agreement regarding quality, environment, safety, etc. A lack of documentation may be a reason for not approving the works.

## 8.4 Changes and claim management tools

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The documents ABO4 and ABTo6 describe the procedures for changes and claim management.

The client shall give notice to the contractor as soon as possible if the client wishes to make variations or additions (= changes) to the contracted works. Changes shall be requested in writing before execution.

In our administrative requirements, we use the following text:

AFC.23 ÄTA works

‘With the amendment of AB 04 Chapter 2, Section 6, the second sentence is deleted and replaced by: The requirement for a written order is fulfilled when the client submits written notification of ÄTA work to the contractor.’

Below AB 04 Chapter 2, Section 6 second sentence, which is deleted according to AF.23:

‘The requirement for a written order is fulfilled if the client submits a drawing or other document that includes ÄTA work to the contractor.’

The wording in ABO4, as amended by Trafikverket, is very common in Swedish contracts, and as a client, it is more of a rule than an exception. The wording in ABO4 means that a drawing would automatically become an order, which in turn can mean that the client may or may not incur additional costs, the scope of which are unknown. Trafikverket is therefore agreeing to remove that sentence. Our amendment therefore requires the contractor to make Trafikverket aware that a prescribed change will mean increased costs/and or changes in the timetable, for which Trafikverket will be responsible. The amendment of ABO4 is a standard entry for Trafikverket; it is not something that we can or want to influence in the project.

In other words, it is not always obvious to the client that a change entails increased costs or affects the timetable for the contractor.

If the contractor executes changes without written orders, the contractor is not entitled to any payment for this.

Before execution of changes, the parties shall agree how payment shall be made for the actual change. Trafikverket prescribes that, if applicable, the parties shall agree in advance on a fixed price. If that is not possible, existing unit prices shall be applied. If that is not possible either, the value of the work shall be determined by the so called ‘prime cost principle’, which is the same as cost reimbursement (see Chapter 4 in AB or ABT; cost reimbursable contracts).

If the contractor encounters difficulties in executing the contracted works due to circumstances created by the client, the contractor can submit a claim for the extra costs incurred and/or for an amended time for completion. Unless this is solved through negotiations between the parties’ representatives, the matter must be elevated to a higher level. The dispute can be settled by arbitration, but Trafikverket prescribes in the contract documents that disputes shall be settled by a Swedish court.

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If the contractor exceeds the contract period, the contractor shall pay liquidated damages to Trafikverket. The standard rate within the Swedish construction sector is normally 0.5 % of contract sum for each commenced week of delay.

Note that the maximum amount the contractor is obliged to pay is stated in the contract.

If the contractor is entitled to a time extension due to circumstances the contractor could not foresee or changes that are due to actions of the client, the contract period can be extended for a period corresponding to the actual time impact. If the time is extended for this reason, the contractor is compensated for the actual costs incurred that are attributable to the actions of Trafikverket. However, surcharges on additional costs are not reimbursed. It is the contractor's responsibility to demonstrate which additional costs have arisen due to Trafikverket's actions. The documentation must clearly show the costs in such a way that it can be deduced that they only refer to additional costs and not costs for ÄTA work or contract work for which the contractor receives compensation in other ways. The right to time extension, and the right to hindrance compensation, also applies if ÄTA works affect the ability of the contractor to adhere to the contract period.

Trafikverket also applies liquidated damages for delays to railway traffic, for damaged cables that interrupt railway traffic and for damaged trees and vegetation, if this is caused by the contractor.

## 8.5 Insurance

The contractor shall take out all-risk insurance against damage caused to the works and third-party liability insurance. These shall apply until approval of the contracted works and for a period of two years thereafter.

For major projects, Trafikverket sometimes purchases project insurance, which covers all contractors working in the project. In case of a loss that a contractor is responsible for, the contractor shall pay a stipulated excess to Trafikverket.

## 8.6 Environmental aspects

In Sweden, environmental issues in the construction of railways are regulated in the Environmental Code.

As an interface between the client's project plan (see Project Management above) and the contractor's project plan, an environmental plan is drawn up for the project by the client. This plan contains project specific requirements, risks and goals and is a part of the enquiry documents as a supplement to Trafikverket's general requirements (see Chapter 7). The plan requires that the contractor observes all laws and local prescriptions concerning the project, as well as risks. The client is responsible for taking the actions necessary to meet these requirements and for the assessment of the contractor's performance.

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Normally, the contractor is required to follow up and report the CO<sub>2</sub> emissions related to the contract. If contract targets are not met, this may or may not be connected to a bonus model for exceeded expectations and/or a penalty fee.

In our contracts, Trafikverket works with a requirement model related to the climate footprint. The setup follows a carbon emission reduction plan, which is mandatory for all Trafikverket projects of a certain size.

Requirements in the contract are normally connected to penalty fees and are measured against a carbon emission level baseline that is decided before the sourcing phase. In our biggest contracts, we may or may not apply a bonus model, which is paid out if the supplier performs better than the contracted levels.

## 8.7 Health and safety

Health and safety take high priority at Trafikverket. Our main message is 'Everyone should arrive home safe and well', meaning that everyone should arrive home safely from work every day. Our objective is to ensure that no one is seriously injured or killed in the transport system or at our workplaces and that injuries and losses are minimised. To achieve our goal, we require our contractors to work with systematic work environment management, whereby Trafikverket ensures that the contractor follows up on its working methods systematically and thoroughly.

For more information about health and safety, please refer to the Swedish Work Environment Authority's website ([Start - Arbetsmiljöverket \(av.se\)](https://www.av.se))

## 8.8 Archaeological aspects

In Sweden, archaeological issues are important but are perhaps a lower priority compared to other countries in Europe. The procedures the archaeological authorities require the client to follow are well defined. The aim is to manage these issues in the early stages of a project. In Sweden, the client has full responsibility for archaeological matters, from surveys to excavations, if needed. In most cases, construction is allowed to proceed after the documentation of archaeological findings.

Even if surveys are done in advance, new findings can be made during the construction process. All construction activities at the site then have to be stopped until surveys or excavations have been completed. This is not negotiable. Such findings are rare but can have a significant impact in relation to time and costs for the client.

To address these risks, the only measures the client can take is to follow the regulations thoroughly in the early stages of a project and, if possible, leave room in the schedule to account for potential archaeological findings.

## 8.9 Collaboration

In order to achieve Trafikverket's goals, which are broken down into projects or assignments, dialogue-based, active and proactive choices must be made

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regarding commercial conditions, competence and leadership, and we must have access to tools that enable collaboration. In each unique situation, active choices must be made that provide rewards for the achievement of goals through good dialogue and collaboration.

- Commercial conditions during the planning, procurement and implementation phases need to support good collaboration for both the client and supplier. The starting point for this is described in Trafikverket's business strategy for contracts and technical consultants (TDOK 2016:0199).
- The competence and leadership profiles of the individuals involved should focus on dialogue and collaboration. The starting point for leadership is described in Trafikverket's leadership philosophy.
- Collaboration tools should be designed to manage different types of market situations and events that may emerge in projects or assignments. Collaboration shall be regarded as one of the most significant means of achieving the goals.

If the right commercial conditions, competence, leadership and collaboration tools are in place, favourable conditions are created to achieve the contract's goals.

Trafikverket no longer uses two levels of collaboration (i.e. Collaboration Basic level and Collaboration High level). Instead, the parties to each contract make a joint decision as to which tools are applied. In addition, the areas of collaboration are broadened to include the phases before and during procurement in order to provide optimal conditions for collaboration.

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## 9. Requirements for contract document contents

The following contract documents are used by Trafikverket for public works contracts and consulting works related to road and railway projects.

### 9.1 Performance contracts

Contract documents, as defined in ABO4 and prevailing in this order in case of inconsistency:

Rank	Document	Issued by	Juridical/ technical	Purpose/content
1	Agreement	Client and contractor	Juridical	Representatives List of contractual documents Time schedule Contract sum
2	Deviations and amendments to ABO4 specific for the actual contract	Client	Juridical	This is often listed in document 9, Administrative Instructions
3	ABO4	Standard document agreed between parties in the Swedish construction sector	Juridical	General conditions regarding: Extent Execution Organisation Time schedule Liability Cost and payment Inspection Termination Disputes
4	Purchase order	Client	Juridical	<i>Not applied by Trafikverket</i>
5	Tender	Contractor	Juridical (partly technical)	Price Contractor's plan for performance (resources, time schedule, subcontractors, etc.)
6	Procedures for measuring amount of work performed as a basis for payments	Client	Juridical	In the civil engineering sector, a standard document, 'MER Anläggning', is used. This can be supplemented by specific procedures for the actual contract if necessary.
7	Priced Bill of Quantities, and/or Unit price list	Contractor	Juridical	Attached to the tender (for unit price contracts).
8	Supplementary information given before last date for submission of tender	Client	Juridical / technical	Correction of faulty contract documents. Clarifications in response to questions from tenderers.



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9	Administrative instructions	Client	Juridical	Specific administrative procedures and requirements for the actual contract.
10	Bill of Quantities, not priced	Client	Juridical	
11	Specifications	Client	Technical	This can include standard specifications regarding railway equipment, as well as specifications made for the actual contract.
12	Drawings	Client	Technical	This can include standard drawings regarding road and railway equipment, as well as specific drawings for the actual contract.
13	Other documents	Client	Juridical / technical	Documents providing general information.

The Enquiry documents contain the documents in rank 3, 6, 8, 9, 10, 11, 12 and 13. Document 1, Agreement, is also attached, which is completed as much as possible during the procurement stage.

## 9.2 Design and build contracts

Contract documents, as defined in ABTo6 and prevailing in this order in case of inconsistency:

Rank	Document	Issued by	Juridical/ technical	Purpose/ content
1	Agreement	Client and contractor	Juridical	Representatives List of contractual documents Time schedule Contract sum
2	Deviations and amendments to ABTo6 specific for the actual contract	Client	Juridical	Often listed in Administrative Instructions
3	ABTo6	Standard document agreed between parties in the Swedish construction sector	Juridical	General conditions regarding: Extent Execution Organisation Time schedule Liability Cost and payment Inspection Termination Disputes
4	Purchase order	Client	Juridical	<i>Not applied by Trafikverket</i>
5	Tender	Contractor	Juridical/ technical	Price Technical solutions Contractor's plan for performance (resources, time schedule, subcontractors, etc.)

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6	Enquiry Documents	Client	Juridical/technical	Invitation to tender, including all related documents such as Administrative instructions, Specifications and drawings.
7	Other documents	Client	Juridical / technical	Documents providing general information.

The Enquiry documents contain the documents in rank 3, 6 and 7. Document 1, Agreement, is also attached, which is completed as much as possible during the procurement stage.

### 9.3 Consulting works (design work and project management)

Contract documents as defined in ABK09 and prevailing in this order in case of inconsistency:

Rank	Document	Issued by	Juridical/technical	Purpose/ content
1	Agreement	Client and consultant	Juridical	Representatives List of contractual documents Time schedule Contract sum
2	Deviations and amendments to ABK09 specific for the actual contract	Client	Juridical	
3	ABK09	Standard document agreed between parties in the Swedish technical consultants sector	Juridical	General conditions regarding: Extent Execution Organisation Time schedule Liability Cost and payment Termination Disputes
4	Purchase order	Client	Juridical	<i>Not applied by Trafikverket</i>
5	Order confirmation	Consultant	Juridical	<i>Not applied by Trafikverket</i>
6	Tender	Consultant	Juridical/technical	Price Technical solutions Consultant's plan for performance (resources, time schedule, subconsultants, etc.)
7	Enquiry Documents	Client	Juridical/technical	Invitation to tender, including all related documents such as: Work specification Trafikverket's general requirements Project management incl. Quality Environmental management Railway-traffic and electricity safety

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				Working environment
8	Other documents			Documents providing general information.

The Enquiry documents contain the documents in rank 3, 7 and 8. Document 1, Agreement, is also attached, which is completed as much as possible during the procurement stage.

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