|  |  |  |
| --- | --- | --- |
| Description: BKK | The ConstructionContracts Committee | Form 1/06 drawn up by the Construction Contracts Committee (BKK) and adapted to ABT 06 |
|  | CONSTRUCTION CONTRACT (ABT 06)FIXED PRICE |  |
| This form is intended for use in design and construct contracts at a fixed price according to General Conditions of Contract for Design and Construct Contracts for Building, Civil Engineering and Installation Works - ABT 06. |

|  |  |
| --- | --- |
|  |  |
| Employer | Company |  | Corporate identity number |  |
|       |  |       |  |
|  |  |
|  |  |
|  | Address |  |
|  |       |  |
|  |  |
|  |  |
|  | Telephone |  | Fax |  |
|  |       |  |       |  |
|  |  |
|  |  |
|  | E-mail address |  |
|  |       |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Contractor | Company |  | Corporate identity number |  |
|       |  |       |  |
|  |  |
|  |  |
|  | Address |  |
|  |       |  |
|  |  |
|  |  |
|  | Telephone |  | Fax |  |
|  |       |  |       |  |
|  |  |
|  |  |
|  | E-mail address |  |
|  |       |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Scope of Contract (ABT 06 ch. 1) | The Contractor undertakes to perform work for the Employer in accordance with: |  |
|  |  |  |
|  | 1. | this contract |  |
|  | 2. | amendments to ABT 06 which are included in summary in administrative instructions |  |
|  | 3. | ABT 06 – General Conditions of Contract For Design and Construct Contracts For Building, Civil Engineering And Installation Work |  |
|  |  |  | Date |  |
|  | 4. | order | <yyyy-mm-dd> |  |
|  |  |  |  |  |
|  | 5. | Tender Documents | <yyyy-mm-dd> |  |
|  |  |  |  |  |
|  | 6. | Basis for tender | <yyyy-mm-dd> |  |
|  |  |  |  |  |
|  | 7. | other documents | <yyyy-mm-dd> |  |
|  |  |  |
|  | The Employer provides and pays for, among others, the following permits etc. |  |
|  |       |  |
|  | The Contractor provides and pays for, among others, the following permits etc. |  |
|  |       |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Execution (ABT 06 ch. 2) | The Employer shall provide the following documents |  |
|       |  |
|  |  |  |
|  | The Contractor shall provide the following documents |  |
|  |       |  |
|  |  |
|  |  |
|  | The Contractor must at the latest <yyyy-mm-dd> submit a quality plan and environmental plan according to ABT 06 ch. 2 § 2 to the Employer for review and approval. The Employer must at the latest within <X> days after receiving these plans, state whether he approves them. |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Organisation (ABT 06 ch. 3) | The Employer's representative is |
| Name |  |
|       |  |
|  |  |
|  |  |
|  | Address |  |
|  |       |  |
|  |  |
|  |  |
|  | Telephone |  | Mobile phone |  | Fax |  |
|  |       |  |       |  |       |  |
|  |  |
|  |  |
|  | E-mail address |  |
|  |       |  |
|  |  |
|  |  |
|  | The Contractor's representative is |
|  | Name |  |
|       |  |
|  |  |
|  |  |
|  | Address |  |
|  |       |  |
|  |  |
|  |  |
|  | Telephone |  | Mobile phone |  | Fax |  |
|  |       |  |       |  |       |  |
|  |  |
|  |  |
|  | E-mail address |  |
|  |       |  |
|  |  |
|  | Initial meeting must be held <yyyy-mm-dd> at <hh:mm> <location>. |  |
|  | Site meetings shall normally be held every <X>th day. |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Times (ABT 06 ch. 4) |  | **Date** |  |
| The Contractor must submit a Time Schedule at the latest  | <yyyy-mm-dd> |  |
|  |  |  |  |
|  | Contract Works must begin at the earliest | <yyyy-mm-dd> |  |
|  | Contract Works must begin at the latest | <yyyy-mm-dd> |  |
|  | Contract Works in its entirety must be completed and available for final inspection at the latest | <yyyy-mm-dd> |  |
|  | If the Contract Works is divided into Main Sections each Section must be completed and available for final inspection according to the following:Main Section 1Main Section 2Main Section 3 | <yyyy-mm-dd><yyyy-mm-dd><yyyy-mm-dd> |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Liability and Rectification of Defects(ABT 06 ch. 5) | Liquidated damages |  |
| If the Contract Period is exceeded or the amended time for completion that shall apply, the Contractor is obliged to pay liquidated damages for each started week with: <amount/per cent>If the Contractor exceeds section times as set out above, he is obliged to pay liquidated damages according to the following: |  |
|  |  |  |
|  | Insurance |  |
|  | The Contractor shall at the latest <yyyy-mm-dd> provide the Employer with proof that agreed insurances have been taken out. |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Costs and Payment | Fixed price |  |
| (ABT 06 ch. 6) | The Contract Price is exclusive of value added tax: SEK <X> If the Contract Price is divided into Main Sections, the Contract Sum is allocated to each Main Section according to the following: The Contract Price is paid according to the following: <payment plan/another method> |  |
|  |  |  |
|  | Alterations and Additions |  |
|  | Remuneration adjustments for Alterations and Additions:1. According to the following rules of charging:     2. According to the prime cost principle (cost plus overheads and profit in ABT 06 chapter 6.On which is paid:     a) Contractor´s fee according to ABT 06 ch. 6 § 9 p. 8 a with <X>%b) Contractor´s fee according to ABT 06 ch. 6 § 9 p. 8 b with <X>%For the sub-contracts listed below the following percentage/s shall apply for the Contractor’s fee. |  |
| <X>% for <state the sub-contract><X>% for <state the sub-contract><X>% for <state the sub-contract>For investigation and design work, the following percentage for the Contractor´s fee shall apply:      |
|  |  |
|  | Other regarding remuneration |
|  |       |  |
|  |  |
|  | Surety |
|  | As surety according to ABT 06 ch. 6 § 21 submita) the Contractor to the Employer: b) the Employer to the Contractor:  |  |
|  |  |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Inspection (ABT 06 ch. 7) | The inspector is appointed according to the following: |  |
|  |  |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Disputes | Dispute solution ch. 9 |  |
| (ABT 06 ch. 9 and 10) | State whether disputes on account of the Contract must be determined in a manner other than according to ch. 9 § 1. |  |
|  |  |
|  | Simplified resolution of disputes ch. 10 |
|  | State whether the parties are agreed to hear the dispute through a simplified resolution of disputes according to ch. 10. State arbitration persons according to ch. 10 if such have been appointed in advance. |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Miscellaneous | Other agreements |  |
|  |       |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Signature | Two identical copies of the contract have been drawn up and exchanged. |
|  | Location and date |  |  |  |
|       |  |       |  |
|  |  |
|  | For the Employer |  |  |  |
|  |       |  |       |  |
|  |  |
|  | Name in block letters |  |  |  |
|  |       |  |       |  |
|  |  |
|  | Location and date |  |  |  |
|       |  |       |  |
|  |  |
|  | For the Contractor |  |  |  |
|  |       |  |       |  |
|  |  |
|  | Name in block letters |  |  |  |
|  |       |  |       |  |
|  |  |