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## Parlamentul României

### Camera Deputaților

Grupul Parlamentar al Partidului Național Liberal

telefon: (021) 414 10 70

fax: (021) 414 10 72

e-mail: pnl@cdep.ro

#### ÎNTREBARE

**Adresată:** domnului Florin Sorin SCARLAT, Director general al Companiei Naționale de Administrare a Infrastructurii Rutiere

**De către:** Florin-Claudiu ROMAN, deputat PNL Alba

**Obiectul întrebării:** situația privind neplata subcontractorilor de către firma care se ocupă de lotul 2 al Autostrăzii Sebeș-Turda

Stimate domnule director general,

Având în vedere faptul că firma cu care CNAIR a încheiat contractul de realizare a lotului 2 al Autostrăzii Sebeș-Turda nu și-a mai plătit subcontractorii din luna martie a.c., vă rog să-mi precizați, în scris, care este situația în această privință, să-mi prezentați o situație detaliată la zi cu aceste plăți restante, precum și ce măsuri veți întreprinde, în regim de urgență, pentru deblocarea acesteia, ținând cont de faptul că neplata serviciilor respective poate bloca pe termen lung continuarea lucrărilor pentru acest lot de autostradă.

Cu stimă,

**Florin-Claudiu ROMAN,**  
deputat PNL de Alba

**CONTRACT DE INCHIRIERE SI  
PRESTARI SERVICII  
Nr. 0169 din 14 Iunie 2018**

Incheiat de catre si intre:

**I. PARTILE CONTRACTANTE**

**ASOCIEREA AKTOR TECHNICAL SOCIETE ANONYME (AKTOR S.A.) – EURO CONSTRUCT TRADING '98 S.R.L.**, cu sediul in Bucuresti, B-dul Preciziei nr. 11, etaj 1, Sector 6, cod postal 062202, Romania, tel 021.311.45.52, 021.311.45.53, 021.311.45.54, fax: 021.311.45.50, e-mail: office@aktor.ro, avand contul bancar nr. RO47 RNCB 0070 0024 5997 0403, deschis la Banca Comerciala Romana S.A., Lider al Asocierii fiind **AKTOR SA care opereaza in Romania prin sucursala sa „AKTOR SOCIETATE TEHNICA ANONIMA (AKTOR SA) – GRECIA – SUCURSALA BUCURESTI, ROMANIA”**, cu sediul in Bucuresti, B-dul Preciziei nr. 11, etaj 1 + parter, Sector 6, cod postal 062202, Romania, inregistrata la Registrul Comertului din Bucuresti sub nr. J40/1631/06.02.2004, cod de inregistrare fiscala RO 16114940, prin reprezentant legal Dl. Petros Katsias, in calitate de si denumita in continuare **CONTRACTOR**

Si

**MART CONS S.R.L.**, persoana juridica romana, cu sediul social in Stremt, Str. Principala nr. 67, Judetul Alba, Tel. 0743.340.746, numar de ordine in Registrul Comertului J01/70/18.01.2007, Cod unic de inregistrare 20658621, Atribut Fiscal RO, cont bancar nr. RO32 RNCB 0012 0690 7039 0001, deschis la Banca Comerciala Romana SA, reprezentata legal de Dl. Corneliu Florea – Administrator, in calitate de si denumita in continuare **PRESTATOR**,

Denumite in continuare in mod individual “Contractorul” si „Prestatorul” sau “Partea” si in colectiv “Partile”.

*Avand in vedere*, ca la data de 14 Noiembrie 2014 Contractorul a semnat cu Compania Nationala de Administrare a Infrastructurii Rutiere SA (fosta Compania Nationala de

**RENTAL AND RENDERING  
SERVICES AGREEMENT  
No. 0169 of 14<sup>th</sup> of June 2018**

Concluded by and between:

**I. THE CONTRACTING PARTIES**

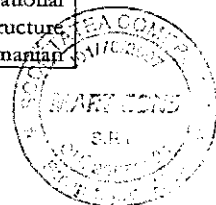
The **ASSOCIATION AKTOR TECHNICAL SOCIETE ANONYME (AKTOR S.A.) – EURO CONSTRUCT TRADING'98 S.R.L.**, with the headquarters in Bucharest, 11 Preciziei Blvd., floor 1, District 6, postal code 062202, Romania, Tel 021.311.45.52, 021.311.45.53, 021.311.45.54, Fax: 021.311.45.50, E-mail: office@aktor.ro, having the bank account no. RO47 RNCB 0070 0024 5997 0403, opened with Banca Comerciala Romana S.A., Leader of the Association being **AKTOR SA which operates in Romania through its branch „AKTOR SOCIETATE TEHNICA ANONIMA (AKTOR SA) – GRECIA – SUCURSALA BUCURESTI, ROMANIA”**, with the headquarters in Bucharest, 11 Preciziei Blvd, floor 1 + ground floor, District 6, postal code 062202, Romania, registered with Bucharest Trade Register under no. J40/1631/06.02.2004, fiscal registration code RO 16114940, by legal representative Mr. Petros Katsias, as and hereinafter referred to as the **CONTRACTOR**

And

**MART CONS S.R.L.**, Romanian legal person, with the headquarters in Stremt, 67 Principala Street, Alba County, Tel. 0743.340.746, registration number with the Trade Register J01/70/18.01.2007, Unique registration code 20658621, Fiscal Attribute RO, bank account no. RO32 RNCB 0012 0690 7039 0001, opened with the Banca Comerciala Romana SA, legally represented by Mr. Corneliu Florea – Director, as and hereinafter referred the **PERFORMER**,

Hereinafter referred to individually as the “Contractor” and the “Performer” or the “Party” and collectively as the “Parties”.

*Whereas*, on 14<sup>th</sup> of November 2014 the Contractor has concluded with the National Company of Road Infrastructure Administration SA (former Romanian



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| <p>contractante.</p> <p>4.2. Durata de inchiriere a fiecarui utilaj/echipament incepe de la data sosirii acestuia la Santierul Contractorului si se incheie la data restituirii efective a respectivelor utilaje / echipamente de catre Contractor, pe baza de proces-verbal de predare-primire.</p>   | <p>both contracting parties.</p> <p>4.2 The rental duration of each machine/equipment commences from the date of its arrival to the Contractor's Site and terminates upon the effective return of the respective machineries/ equipment by the Contractor, based on handing-over protocol.</p>   |
| <p><b>V. CONDITII DE LIVRARE A UTILAJULUI</b></p>  | <p><b>V. TERMS OF DELIVERY OF THE MACHINERY</b></p>  |
| <p>5.1. Transportul utilajelor si echipamentelor inchiriate, incarcarea, descarcarea si manipularea acestora vor fi efectuate de Prestator, costurile aferente acestor operatiuni fiind incluse in pretul prevazut in Anexa 1 la prezentul Contract.</p> <p>5.5. In cazul nerespectarii de catre Prestator a termenului de livrare a utilajelor / echipamentelor agreat conform comenzii Contractorului, acesta va plati Contractorului penalitati de 0,1%/zi de intarziere.</p>   | <p>5.1. The transportation of the machineries and equipments rented, their loading, unloading and handling shall be done by the Performer, the afferent costs being included in the price provided in Annex 1 to this Agreement.</p> <p>5.5. In case of non-observance by the Performer of the delivery term of the machineries / equipments agreed as per the Contractor's order, the Performer shall pay to the Contractor penalties of 0.1%/ day of delay.</p>  |
| <p><b>VI. PRETUL CONTRACTULUI</b></p>  | <p><b>VI. AGREEMENT PRICE</b></p>  |
| <p>6.1. Pretul Contractului reprezinta valoarea totala a tuturor tarifelor de inchiriere platite de Contractor Prestatorului, conform numarului efectiv de utilaje/ echipamente inchiriate, pe intreaga durata de valabilitate a prezentului Contract. Tarifele sunt exprimate in LEI fara TVA si sunt descrise in Anexa 1 la prezentul.</p>   | <p>6.1. The Agreement Price represents the total value of all the renting tariffs paid by the Contractor to the Performer, according to effective number of machineries/ equipment rented, during the entire validity period of this Agreement. The tariffs are expressed in LEI without VAT and are described in the Annex 1 hereto.</p>  |
| <p>6.2. Tarifele sunt ferme si nu pot fi modificate pe intreaga perioada de valabilitate a Contractului si includ: costul cu operatorii, transportul utilajelor/echipamentelor de la/ si la baza Prestatorului la santierul Contractorului, costul intretinerii si al reparatiilor necesare utilajelor/echipamentelor inchiriate, costul taxei de drum, amortismentul, impozitul auto, profitul Prestatorului, costul asigurarilor (RCA/CASCO), precum si orice alte taxe, impozite si cheltuieli suportate de Prestator pentru indeplinirea obiectului prezentului Contract.</p> <p>Tarifele nu includ combustibilul necesar operarii utilajelor/echipamentelor inchiriate.</p> | <p>6.2 The tariffs are firm and cannot be modified during the entire period of validity of the Agreement and include: the costs with the operators, the transport of the machineries/ equipment from/and to the Performer's premises to the Contractor's site, the cost of maintenance and of the repairs necessary for the machineries/equipment rented, the road tax, the depreciation, the car tax, the Performer's profit, the cost of the insurances (RCA/CASCO), as well as any other taxes, duties or expenses borne by the Performer for the fulfilment of the object of this Agreement.</p> <p>The tariffs do not include the fuel required to operate the machineries/equipment.</p> |
| <p><b>VII. MODALITATI SI CONDITII DE PLATA</b></p>   | <p><b>VII. TERMS AND MODALITIES OF PAYMENT</b></p>   |
| <p>7.1. (1) Perioada de facturare pentru utilajele si echipamentele inchiriate incepe din ziua</p>   | <p>7.1. (2) The period of invoicing for the machineries and equipments rented</p>  |

ajungerii efective a acestora la Santierul Contractorului situat in Localitatea Teius, Drumul Beldiului nr. 3, Judetul Alba si se incheie in ziua incetarii efective a activitatii respectivului utilaj/ echipament, in baza proceselor verbale de predare-primire semnate de reprezentantii ambelor parti contractante.

7.2. Facturarea se va face in primele 5 zile ale urmatoarei luni, pe baza unui centralizator cuprinzand utilajele inchiziate si numarul de ore lucrate, emis de catre Prestator si aprobat de Contractor.

Prestatorul va emite factura catre Contractor utilizand datele de identificare ale Asociatului Administrator al Asocierii, dupa cum urmeaza:

**ASOCIERIA AKTOR TECHNICAL SOCIETE ANONYME (AKTOR S.A.) – EURO CONSTRUCT TRADING'98 S.R.L. prin**

AKTOR SOCIETATE TEHNICA ANONIMA (AKTOR SA) – GRECIA – SUCURSALA BUCURESTI, ROMANIA, inregistrata la Registrul Comertului din Bucuresti sub nr. J40/1631/06.02.2004, cod de inregistrare fiscala RO 16114940, cont bancar nr. RO47 RNCB 0070 0024 5997 0403, deschis la Banca Comerciala Romana SA, mentionand in mod expres denumirea completa a Proiectului „Proiectare si Executie Autostrada Sebes-Turda, Lot 2: km 17+000 – km 41+250”.

7.3. Contractorul are obligatia sa achite facturile emise de Prestator prin transfer bancar, cu ordin de plata, in termen de 75 (saptezeci si cinci) zile de la data primirii de catre Contractor a facturii Prestatorului in original.

7.4. **Prevederi privind taxa pe valoare adaugata**

a. Prestatorul declara in mod expres ca la data incheierii prezentului Contract detine cod valid de TVA si ca nu are cunostinta de existenta vreunei situatii care ar putea sa atraga anulara de catre autoritatile competente a inregistrarii sale in scopuri de TVA. In situatia in care, din orice motiv, autoritatile competente dispun anularea inregistrarii in scopuri de TVA a Prestatorului, acesta din urma are obligatia sa notifice in scris Contractorul, in termen de 3 (trei) zile lucratoare de la data la care anularea inregistrarii produce efecte conform dispozitiilor legale incidente, sub sanctiunea

commences from the date of their effective reception at the Contractor's Site located in Teius City, Drumul Beldiului no. 3, Alba County and shall be terminated on the date of the effective termination of the activity of the respective machinery/ equipment, based on the handing-over protocols signed by the representatives of both contracting parties.

7.2. The invoicing shall be done in the first 5 days of the following month, based on a summary comprising the equipment rented and the number of hours worked, issued by the Performer and approved by the Contractor.

The Performer shall issue the invoice to the Contractor by using the identification data of the administrator Associate of the Association, as follows:

**ASOCIERIA AKTOR TECHNICAL SOCIETE ANONYME (AKTOR S.A.) – EURO CONSTRUCT TRADING'98 S.R.L. through**

AKTOR SOCIETATE TEHNICA ANONIMA (AKTOR SA) – GRECIA – SUCURSALA BUCURESTI, ROMANIA, registered with Bucharest Trade Register under no. J40/1631/06.02.2004, fiscal registration code RO 16114940, bank account no. RO47 RNCB 0070 0024 5997 0403, opened with Banca Comerciala Romana SA, by mentioning expressly the complete name of the Project “Design and Build Sebes-Turda Motorway, Lot 2: Km 17+000 – Km 41+250”.

7.3. The Contractor has the obligation to pay the invoices issued by the Performer by bank transfer, with payment order, within 75 (seventy-five) days from the receipt date by the Contractor of the Performer's invoice in original.

7.4. **Provisions regarding the value added tax**

a. The Performer expressly declares that at the date of signing this Agreement it owns a valid VAT code and is not aware of the existence of any situation that might result into the cancellation by the competent authorities of its registration for VAT purposes. In the event that, for any reason, the competent authorities dispose of the cancellation of the registration for VAT purposes of the Performer, the latter has the obligation to notify the Contractor, in writing, within 3 (three) working days from the date on which the cancellation of the registration produces effects in compliance with the applicable legal

