

**BOLLETTINO****UFFICIALE****DELLA REPUBBLICA DEMOCRATICA SOMALA**

Anno I.

Mogadiscio, 29 Novembre 1969

Suppl. n. 2 al n. 2

**DIREZIONE E REDAZIONE**

presso la Presidenza del Consiglio Rivoluzionario Supremo  
 Pubblicazione Mensile

**PREZZO:** Sh. So. 5 per numero — **ABBONAMENTI:** Annuo per la Somalia Sh. So. 100. Estero Sh. So. 300 — L'abbonamento richiesto in tempo stabilito, decorre dal 1° Gennaio e l'abbonato riceverà i numeri arretrati — **INSERZIONI:** per ogni riga o spazio di riga Sh. So. 2 — Le inserzioni si ricevono presso la Direzione Bollettino. L'importo degli abbonamenti e delle inserzioni deve essere versato all'Ufficio Imposte sugli Affari.

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**PARTE PRIMA**

**FIRST PART**

**ATTI LEGISLATIVI ED AMMINISTRATIVI**

**LEGISLATIVE AND AMMINISTRATIVE ACTS**

**DECREE OF THE SUPREME REVOLUTIONARY COUNCIL**

No. 18 of 20 November 1969.

Variation of Budget 1969.

**THE SUPREME REVOLUTIONARY COUNCIL**

HAVING SEEN The proposal of the Secretary of State for Financial Affairs;  
BEARING IN MIND The spirit and declared objectives of the Revolution;

**DECREES AS FOLLOWS:**

**Art. 1**

*Virement of the 1969 Budget*

The Virement between the Heads of the Budget, as in Annex A and Annex B is hereby approved for the 1969 financial year.

**Art. 2**

*Entry into Force*

This Decree shall come into force with immediate effect.

This Decree shall be included in the Official compilation of Laws and Decrees of the Democratic Republic of Somalia. All persons shall be required to observe it and to cause others to observe it as a Law of the State.

Mogadiscio, li 20 Novembre 1969.

**THE PRESIDENT**

of the Supreme Revolutionary Council  
*Magg. Gen. Mohamed Siad Barre*

The Secretary of State for Finance  
*Mohamed Abdi Arraleh*

## ANNEX "A" ADDITIONS

H E A D	S U B H E A D	Approved 1969	Change	New Est. 1969
3. Revolutionary Council Dirgen of Gov't Transport	1.2.4. Remuneration of Casual Lab.	---	+ 160.130	160.130
13. Public Works	1.2.4. Remuneration of Casual Lab.	2.293.200	+ 715.710	3.008.910
15. Industry and Commerce	1.2.4. Remuneration of Casual Lab.	6.000	+ 137.000	143.000
TOTAL		2.299.200	+ 1.012.840	3.312.040

## ANNEX «B» REDUCTIONS

H E A D	S U B H E A D	Approved 1969	Change	New Est. 1969
2. National Assembly	1.1.0. Emoluments of Members . . . . .	2,328,000	—	388,000
	1.3.24. Special Allowance . . . . .	251,900	—	62,975
	1.3.25. Sitting Allowance . . . . .	414,300	—	103,575
	1.1.0. Emoluments of Ministers . . . . .	177,720	—	29,620
3. Revolutionary Council	4.47.0 Contrib. to National Council	300,000	—	49,900
	1.1.0. Emol. of Mn. (Under Secret.)	84,360	—	6,820
4. Justice and Religious Affairs	1.1.0. Emol. of Mn. (Under Secret.)	84,360	—	6,820
	1.1.0. Emol. of Mn. (Under Secret.)	200,000)	—	317,390
6. Interior	2.10.38. Special Fund . . . . .	* 800,000)	—	—
	1.1.0. Emol. of Mn. (Under Secret.)	84,360	—	6,820
9. Education	1.1.0. Emol. of Mn. (Under Secret.)	84,360	—	6,820
	1.1.0. Emol. of Mn. (Under Secret.)	84,360	—	6,820
10. Health and Labour	1.1.0. Emol. of Mn. (Under Secret.)	84,360	—	6,820
	1.1.0. Emol. of Mn. (Under Secret.)	84,360	—	6,820
12. Finance	1.1.0. Emol. of Mn. (Under Secret.)	84,360	—	6,820
	1.1.0. Emol. of Mn. (Under Secret.)	84,360	—	6,820
13. Public Works	1.1.0. Emol. of Mn. (Under Secret.)	84,360	—	6,820
	1.1.0. Emol. of Mn. (Under Secret.)	84,360	—	6,820
14. Communications	1.1.0. Emol. of Mn. (Under Secret.)	43,440)	—	6,820
	1.1.0. Emol. of Mn. (Under Secret.)	* 28,399)	—	—
16. Agriculture	1.1.0. Emol. of Mn. (Under Secret.)	—	—	—
	1.1.0. Emol. of Mn. (Under Secret.)	—	—	—
17. Animal Husbandry and Veterinary Services	1.1.0. Emol. of Mn. (Under Secret.)	—	—	—
	1.1.0. Emol. of Mn. (Under Secret.)	—	—	—
TOTAL		5,218,639	—	1,012,840
		4,205,799	—	—

\* Increased by Virement Warrant.

**DECREE OF THE SUPREME REVOLUTIONARY COUNCIL**  
**No. 19 of 5 November 1969.**  
**Ratification of Credit Agreement No. S-5-SO.**

**THE SUPREME REVOLUTIONARY COUNCIL**

HAVING SEEN The proposal of the Secretary of State for Financial Affairs;

BEARING IN MIND The spirit and declared objectives of the Revolution;

**ENACTS AS FOLLOWS:**

The Development Credit Agreement No. S-5-SO for detailed Engineering and Accounting Project signed on March 3rd 1969 between the Somali Republic and the International Development Association is hereby ratified.

Mogadiscio, li 5 Novembre 1969.

**THE PRESIDENT**  
of the Supreme Revolutionary Council  
*Magg. Gen. Mohamed Siad Barre*

The Secretary of State for Finance  
*Mohamed Abdi Arraleh*

**Credit Number S-5 SO**

**DEVELOPMENT CREDIT AGREEMENT**

(Detailed Engineering and Accounting Assistance Project)

between

**THE SOMALI REPUBLIC**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

AGREEMENT, dated March 3, 1969, between The Somali Republic (hereinafter called the Borrower) and International Development Association (hereinafter called the Association).

Whereas the Borrower has requested the Association to make available a development credit to assist in financing the detailed engineering of the Mogadiscio/Ras Sif port works and the establishment of commercial accounting procedures for the Somali Ports Authority;

Whereas any financing so provided by the Association would be refunded, if the Association so requests, out of the proceeds of any credit by the Association or loan by the International Bank for Reconstruction and Development which may later be granted to the Borrower for the construction of the port works so to be engineered; and

Whereas the Association is willing, on the basis of the foregoing, to make a development credit available to the Borrower on the terms and conditions hereinafter set forth;

Now Therefore the parties hereto hereby agree as follows:

## Article I

### *Credit Regulations; Special Definitions*

Section 1.01. The parties to this Development Credit Agreement accept all the provisions of Development Credit Regulations No. 1 of the Association dated June 1, 1961, as amended February 9, 1967 (said Development Credit Regulations No. 1 being hereinafter called the Credit Regulations) with the same force and effect as if they were fully set forth herein.

Section 1.02. Unless the context otherwise requires, the term «Consultants», wherever used in this Agreement, shall mean the Consultants retained to carry out the Project described in Schedule I pursuant to Section 4.02 hereof.

## Article II

### *The Credit*

Section 2.01. The Association agrees to make available to the Borrower, on the terms and conditions in this Development Credit Agreement set forth or referred to, a development credit in an amount in various currencies equivalent to five hundred and fifty thousand dollars (\$550,000).

Section 2.02. (a) The Association shall open a Credit Account on its books in the name of the Borrower and shall credit to such Credit Account the amount of the Credit.

(b) The amount of the Credit may be withdrawn from the Credit Account as provided in, and subject to the rights of cancellation and suspension set forth in this Development Credit Agreement and the Credit Regulations and in accordance with the allocation of the proceeds of the Credit set forth in schedule 2 hereto as, such allocation from time to time pursuant to the provisions of such Schedule or by further agreement between the Borrower and the Association.

Section 2.03. The Borrower shall be entitled to withdraw from the Credit Account such amounts as shall have been paid (or, if the Association shall so agree, such amounts as shall be required to meet payments to be made) in currencies other than the currency of the Borrower for the reasonable cost of goods to be financed under this Development Credit Agreement.

Section 2.04. The currency of the United States of America is hereby specified for the purposes of paragraph (a) of Section 3.02 of the Credit Regulations.

Section 2.05. The Borrower shall pay to the Association a service charge at the rate of three-fourths of one per cent ( $\frac{3}{4}$  of 1%) per annum on the principal amount of the Credit withdrawn and outstanding from time to time.

Section 2.06. Service charges shall be payable semi-annually on June 1 and December 1 in each year.

Section 2.07. The Borrower shall repay the principal of the Credit withdrawn from the Credit Account in accordance with the amortization schedule set forth in Schedule 3 to this Development Credit Agreement.

### Article III

#### *Use of Proceeds of the Credit*

Section 3.01. The Borrower shall apply the proceeds of the Credit in accordance with the provisions of this Development Credit Agreement exclusively to expenditures required to carry out the Project described in Schedule 1 hereto.

Section 3.02. Any contract for Consultants' services and any modification thereof, as well as any purchase of equipment under any such contract in excess of the amounts therein specified, to be financed out of the proceeds of the Credit, shall be subject to the prior approval of the Association.

### Article IV

#### *Particular Covenants*

Section 4.01. The Borrower shall cause the Project to be carried out with due diligence and efficiency and in conformity with sound engineering, financial and administrative practices and shall make available, promptly as needed, all funds, facilities, services and other resources required for the purpose.

Section 4.02. (a) For the purpose of carrying out the Project, the Borrower shall employ competent and experienced consultants acceptable to the Association, under such terms and conditions, including terms of reference, as shall have been approved by the Association.

(b) The Borrower shall cooperate fully with the Consultants in the performance of their services for the Project and shall make available to them all information relevant to the Project.

(c) The Borrower shall not amend or waive any of the terms and conditions of employment of the Consultants, or grant any material extension of time or any approval of sub-contracts or modifications thereof or substitution of personnel of the Consultants, or suspend payments under, or terminate, any contract with the Consultants without the prior agreement of the Association.

Section 4.03. (a) The Borrower shall cause the Consultants promptly to furnish to the Association copies of the documents prepared by the Consultants for the Project, including reports and drafts thereof, plans, designs, specifications, construction schedules and estimates of costs, in such number as the Association shall reasonably request.

(b) The Borrower and the Association shall from time to time exchange views with respect to the evaluation and implementation of the recommendations and other conclusions contained in the documents referred to in the foregoing paragraph (a).

(c) The Borrower shall maintain or cause to be maintained records adequate to show the use of the proceeds of the Credit, and to record the progress of the Project (including the cost thereof); shall enable the Association's representatives to inspect the Project and any relevant records and documents, including records and documents to be kept by the Consultants for the Project; and shall furnish or cause to be furnished to the Association all such information as the Association shall reasonably request concerning the expenditure of the proceeds of the Credit, the Project and the operations and administration, with respect to the Project, of the agency or agencies of the Borrower responsible for the carrying out of the Project or any part thereof.

Section 4.04. (a) The Borrower and the Association shall cooperate fully to ensure that the purposes of the Credit will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request with regard to the general status of the Credit. On the part of the Borrower such information shall include information with respect to financial and economic conditions in the territories of the Borrower and the international balance of payments position of the **Borrower**.

(b) The Borrower and the Association shall from time to time exchange views through their representatives with regard to matter



relating to the purposes of the Credit, the maintenance of the service thereof, the Project, and the operations, administration and financial condition of the agency or agencies of the Borrower responsible for the carrying out of the Project or any part thereof.

(c) The Borrower shall promptly inform the Association of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Credit or the maintenance of the service thereof.

(d) The Borrower shall afford all reasonable opportunity for accredited representatives of the Association to visit any part of the territories of the Borrower for purposes related to the Credit.

Section 4.06. The principal of, and service charges on, the Credit shall be paid without deduction for, and free from, any taxes imposed under the laws of the Borrower or laws in effect in its territories and free from all restrictions imposed thereunder.

Section 4.07. This Development Credit Agreement shall be free from any taxes that shall be imposed under the laws of the Borrower or laws in effect in its territories or in connection with the execution, delivery or registration thereof.

## Article V

### *Remedies*

Section 5.01. (i) If any event specified in paragraph (a) or paragraph (c) of Section 5.02 of the Credit Regulations shall occur and shall continue for a period of thirty days, or (ii) if any event specified in paragraph (b) of Section 5.02 of the Credit Regulations shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Association to the Borrower, then, at any subsequent time during the continuance thereof, the Association, at its option, may declare the principal of the Credit then outstanding to be due and payable immediately, and upon such declaration such principal shall become due and payable immediately, anything in this Development Credit Agreement to the contrary notwithstanding.

## Article VI

### *Effective Date; Termination*

Section 6.01. The following event is specified as an additional condition to the effectiveness of this Development Credit Agreement within the meaning of Section 8.01 (b) of the Credit Regulations, namely, that the Consultants referred to in Section 4.02 of this Development Credit Agreement shall have been retained to assist in carrying out all parts of the Project.

Section 6.02. The date June 15, 1969 is hereby specified for the purposes of Section 8.04 of the Credit Regulations.

## Article VII

### *Miscellaneous*

Section 7.01. The Closing Date shall be March 31, 1971 or such other date as may from time to time be agreed between the Borrower and the Association.

Section 7.02. The following addresses are specified for the purposes of Section 7.01 of the Credit Regulations:

For the Borrower:

The Minister of Finance  
Ministry of Finance,  
Government of the Somali Republic  
Mogadiscio, Somali Republic.

Alternative address for cables:  
Minfin  
Mogadiscio.

For the Association:

International Development Association  
1818 H Street, N. W.  
Washington D.C. 20433 United States of America

Alternative address for cables:

Indevas  
Washington, D. C.

Section 7.03. The Minister of Finance of the Borrower is designated for the purposes of Section 7.03 of the Credit Regulations.

In Witness Whereof, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Development Credit Agreement to be signed in their respective names and to be delivered in the District of Columbia, United States of America, as of the day and year first above written.

THE SOMALI REPUBLIC

By /s/ Y. O. AZHARY

*Authorized Representative*

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ MOHAMED SHOAIB

*Vice President*

## SCHEDULE 1

### *Description of Project*

The Project consists of:

- A. The preparation of designs, drawings, specifications, contract documents, cost estimates, and construction schedules for the Mogadiscio/Ras Sif port works, consisting of the construction of a deep-water harbor at Ras Sif generally in accordance with the preliminary engineering study already undertaken and comprising: breakwater protection and damping beaches, two berths of 160 meters each, two transit sheds, one back area warehouse, adequate storage areas, office accommodations, road access, and parking areas.
- B. (i) The design and installation of accounting, costing, budgeting, and management reporting procedures and of a system of port traffic statistics for the Somali Ports Authority, based on accepted modern practice;
- (ii) The valuation of assets to be vested in and liabilities to be assumed by the Somali Ports Authority and the determination of the amount, form, terms, and conditions of the compensation to be paid to the Government of Somalia in consideration thereof;
- (iii) The selection and training of the financial staff of the Somali Ports Authority and the establishment of an internal audit department; and
- (iv) A review of the schedule of port charges of the Somali Ports Authority when the costs of providing the various port services have been determined pursuant to Part B (i) above.

The Project is expected to be completed by December 31, 1970.

## SCHEDULE 2

### *Allocation of Proceeds of Credit*

Category	Amounts Expressed in Dollar Equivalent
A. Engineering consultants' services for Part A of the Project	341,000
B. Accounting consultants' services for Part B of the Project	150,000
C. Unallocated	59,000
Total	<u>550,000</u>

*Reallocation upon Change in Cost Estimates*

1. If the estimate of the cost of the items included in any of the Category A or B shall decrease, the amount of the Credit then allocated to, and no longer required for, such Category will be reallocated by the Association to Category C.
2. If the estimate of the cost of the items included in any of the Categories. A or B shall increase, an amount equal to the proportion, if any, of such increase to be financed out of the proceeds of the Credit will be allocated by the Association, at the request of the Borrower, to such Category from Category C, Subject, however, to the requirements for contingencies, as determined by the Association, in respect of the cost of the items in the other Categories.

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SCHEDULE 3

*Amortization Schedule*

Date Payment Due	Payment of Principal (expressed in dollars)
June 1, 1971	34,375
December 1, 1971	34,375
June 1, 1972	34,375
December 1, 1972	34,375
June 1, 1973	34,375
December 1, 1973	34,375
June 1, 1974	34,375
December 1, 1974	34,375
June 1, 1975	34,375
December 1, 1975	34,375
June 1, 1976	34,375
December 1, 1976	34,375
June 1, 1977	34,375
December 1, 1977	34,375
June 1, 1978	34,375
December 1, 1978	34,375

**DECRETO DEL SEGRETARIO DI STATO DELLA GIUSTIZIA AFFARI RELIGIOSI E LAVORO 24 Novembre 1969, n. 20.**

Sospensione temporanea dell'attività notarile del Dott. Osman Nur Ali.

**IL SEGRETARIO DI STATO**

RITENUTO che il Dott. Osman Nur Ali, Notaio in Mogadiscio, nominato Segretario di Stato alla Giustizia, Affari Religiosi e Lavoro, ha chiesto di essere temporaneamente esonerato dall'esercizio della professione notarile, in quanto incompatibile con la nuova carica;

VISTI gli artt. 31 e segg. del Decreto Legislativo 2 Marzo 1962, n. 1, sull'Ordinamento del Notariato;

SU PROPOSTA del Consiglio Notarile;

**DECRETA:**

**Articolo Unico**

Il Dott. Osman Nur Ali, Notaio in Mogadiscio, nominato Segretario di Stato alla Giustizia, Affari Religiosi e Lavoro, è esonerato dall'esercizio della professione notarile per tutta la durata del mandato governativo conferitogli.

Mogadiscio, li 24 Novembre 1969.

**IL SEGRETARIO DI STATO**  
*Osman Nur Ali*

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**PARTE SECONDA**

**DISPOSIZIONI, COMUNICATI AVVISI, VARIE**

N. N.

