



BOLETIM OFICIAL

PREÇO DESTE NÚMERO — 64\$00

Toda a correspondência quer oficial, quer relativa a anúncios e à assinatura do Boletim Oficial deve ser enviada à Administração da Imprensa Nacional, na cidade da Praia.

Os originais dos vários serviços públicos deverão conter a assinatura do chefe, autenticada com o respectivo carimbo a óleo ou selo branco.

O preço dos anúncios é de 1200\$ a lauda. Quando o anúncio for exclusivamente de tabelas intercaladas no texto, será o respectivo espaço acrescentado de 50%.

O mínimo de cobrança pela inserção no Boletim Oficial de qualquer anúncio ou outro assunto sujeito a pagamento é de 600\$.

Não serão publicados anúncios que não venham acompanhados da importância necessária para garantir o seu custo.

Os demais actos referente à publicação no Boletim Oficial estão regulamentados pelo Decreto nº 74/92, publicado no Suplemento ao Boletim Oficial nº 26/92, de 30 de Junho

ASSINATURAS

Para o país:	Ano	Semestre	Para países de expressão portuguesa:	Ano	Semestre
I Série	1 800\$00	1 200\$00	I Série	2 400\$00	1 800\$00
II Série	1 000\$00	600\$00	II Série	1 600\$00	1 200\$00
I e II Séries	2 500\$00	1 500\$00	I e II Séries	3 100\$00	2 100\$00
AVULSO por cada página ..	4\$00				

Os períodos de assinaturas contam-se por anos civis e seus semestres. Os números publicados antes de ser tomada a assinatura, são considerados venda avulsa.

7º SUPLEMENTO

AVISO

Os Ex.^{mos} assinantes do *Boletim Oficial* são avisados que devem renovar ou inscrever as suas assinaturas para 1995, até 31 de Dezembro do corrente ano.

O respectivo expediente encerra-se impreterivelmente nessa data, sendo considerados de venda avulsa os números publicados posteriormente.

As guias modelo B comprovativas do pagamento das assinaturas nas recebedorias de Finanças dos concelhos do País, deverão ser enviadas à Imprensa Nacional de modo a darem entrada antes de 1 de Janeiro, sem que as inscrições serão feitas à data da recepção, sujeitando-se os interessados ao pagamento avulso dos números publicados depois de 31 de Dezembro. As demais condições de assinatura, sua remessa e direitos inerentes, são as que constam da Portaria nº 57/92, publicada no *Boletim Oficial* I Série nº 16/92, de 19 de Outubro.

TABELA A

Assinaturas	Cabo Verde		Países de Língua Oficial Portuguesa		Outros Países	
	Anual	Semestral	Anual	Semestral	Anual	Semestral
1ª Série	1 800\$00	1 200\$00	2 400\$00	1 800\$00	2 800\$00	2 200\$00
2ª Série	1 000\$00	600\$00	1 600\$00	1 200\$00	2 000\$00	1 600\$00
1ª e 2ª Séries	2 500\$00	1 500\$00	3 100\$00	2 100\$00	3 500\$00	2 500\$00

TABELA B

Destino	Portes	
	Anual	Semestral
Cabo Verde	1 000\$00	500\$00
Estrangeiro	1 800\$00	900\$00

SUMÁRIO

ASSEMBLEIA NACIONAL

Lei nº 114/IV/94:

Altera o artigo 17º do Regimento da Assembleia Nacional, aprovada pela Lei nº 1/IV/91, de 4 de Julho.

Lei nº 115/IV/94:

Estabelece orientações básicas de organização dos quadros privados.

PRESIDÊNCIA DO CONSELHO DE MINISTROS:

Decreto-Lei nº 91/94:

Cria a Comissão Instaladora do Instituto de Emprego e Formação Profissional e do Fundo de Promoção do Emprego e da Formação.

Decreto-Lei nº 92/94:

Aprova o Acordo de Empréstimo concluído entre o Governo de Cabo Verde e o Fundo Nordic para o Desenvolvimento.

MINISTÉRIO DAS FINANÇAS:

Portaria nº 75/94:

Autoriza a emissão de divisas série de «obrigações de Tesouro — nova série.

MINISTÉRIO DO TURISMO, INDÚSTRIA E COMÉRCIO
E MINISTÉRIO DAS FINANÇAS:

Despacho:

Transferindo os bens financeiros e patrimoniais do extinto INIT para as entidades e organismos que indica.

Despacho:

Declarando o «Aparthotel Santa Maria Beach», de Utilidade Turística, a título prévio.

ASSEMBLEIA NACIONAL

Lei nº 114/IV/94

de 30 de Dezembro

Por mandato do povo, a Assembleia Nacional decreta, nos termos da alínea b) do artigo 186º da Constituição, o seguinte:

Artigo 1º

O artigo 17º do Regimento da Assembleia Nacional passa a ter a seguinte redacção:

«1. Perdem o mandato os deputados que:

- a) Não tomem assento até a quinta reunião plenária da Assembleia Nacional, salvo motivo justificado;
- b) Não tomem assento na Assembleia Nacional em seis sessões legislativas seguidas ou em doze intercaladas, excepto quando em exercício de funções incompatíveis com as de deputado ou no desempenho de cargos de direcção nacional dos partidos políticos por que forem eleitos;
- c) Excedam oito faltas seguidas ou quinze intercaladas sem motivo justificado;
- d) Se encontrarem em qualquer outra situação que, nos termos da Constituição, determine a perda de mandato».

Artigo 2º

A presente lei entra imediatamente em vigor.

Aprovada em 7 de Dezembro de 1994.

O Presidente da Assembleia Nacional, *Amílcar Fernandes Spencer Lopes*.

Promulgada em 28 de Dezembro de 1994.

Publique-se.

O Presidente da República, ANTÓNIO MANUEL MASCARENHAS GOMES MONTEIRO.

Assinada em 29 de Dezembro de 1994.

O Presidente da Assembleia Nacional, *Amílcar Fernandes Spencer Lopes*.

Lei nº 115/IV/94

de 30 de Dezembro

Por mandato do povo, a Assembleia Nacional decreta, nos termos da alínea b) do artigo 186º da Constituição, o seguinte:

Artigo 1º

1. Os efectivos de pessoal da função pública só podem ser organizados em quadro privativo, quando, cumulativamente:

- a) Haja funções hierarquizáveis que pela sua crescente complexidade, responsabilidade e exigências e exista um universo de profissionais que o justifique;
- b) Haja exigência de especialização que apenas interesse a áreas específicas da Administração Pública;
- c) Atenta a natureza e especificidade de funções, confirmadas pela análise dos conteúdos funcionais, se conclua pela necessidade de um regime especial.

2. Na organização de quadros privativos deverão ser tidos em conta, especialmente, os seguintes princípios:

- a) As funções que exigem aptidões idênticas ou semelhantes devem ser agregadas, aglutinando-as numa única designação;
- b) Os quadros devem ser estruturados de acordo com as necessidades próprias dos serviços, não podendo o número de lugares de cada cargo exceder o dos do cargo imediatamente inferior, salvo tratando-se de serviços de natureza essencialmente técnica ou científica.

Artigo 2º

1. A criação e a alteração de quadros privativos, actuais ou futuros, faz-se por Decreto-Lei de desenvolvimento da presente lei, o qual deve ser acompanhado pela descrição dos respectivos conteúdos funcionais feita através da enumeração das tarefas e responsabilidades cometidas a cada cargo e dos requisitos exigíveis para o seu exercício.

2. A descrição de funções não pode, em caso algum, prejudicar a atribuição aos funcionários de tarefas de complexidade e responsabilidade equiparáveis, não expressamente mencionadas.

Artigo 3º

Os quadros privativos regem-se pela presente lei, pelos respectivos decretos-leis de criação ou alteração e, subsidiariamente, pelos princípios e normas do Decreto-Lei nº 86/92, de 16 de Julho.

Artigo 4º

A presente lei entra imediatamente em vigor.

Aprovada em 20 de Dezembro de 1994.

O Presidente da Assembleia Nacional, *Amílcar Fernandes Spencer Lopes*.

Promulgada em 28 de Dezembro de 1994.

Publique-se.

O Presidente da República, ANTÓNIO MANUEL MASCARENHAS GOMES MONTEIRO.

Assinada em 29 de Dezembro de 1994.

O Presidente da Assembleia Nacional, *Amílcar Fernandes Spencer Lopes*.

—o—o—

PRESIDÊNCIA DO CONSELHO
DE MINISTROS

Decreto-Lei nº 91/94

de 30 de Dezembro

No uso da faculdade conferida pela alínea a) do nº 1 do artigo 216º da Constituição, o Governo decreta o seguinte:

Artigo 1º

É criada a Comissão Instaladora do Instituto de Emprego e Formação Profissional e do Fundo de Promoção do Emprego e da Formação, adiante designada abreviadamente por Comissão.

Artigo 2º

Incumbe à Comissão:

- a) Proceder à instalação do Instituto do Emprego e Formação Profissional e do Fundo de Promoção de Emprego e Formação em local adequado e devidamente equipado;
- b) Recrutar, seleccionar e admitir pessoal para o Instituto de Emprego e Formação Profissional e o Fundo de Promoção de Emprego e Formação;
- c) Assegurar e gerir as actividades, bens, direitos e obrigações do extinto IFAP, até à sua assumpção plena pelo Instituto de Emprego e Formação Profissional ou outra entidade pública ou privada;
- d) Assegurar e gerir as actividades de preparação da vertente emprego formação do Projecto "Ensino Básico e Formação Profissional" em negociação com a Associação Internacional de Desenvolvimento (IDA);
- e) Assegurar e gerir as actividades e assuntos de cooperação nos domínios do emprego e formação profissional;
- f) O mais que lhe for cometido pelo Ministro do Trabalho, Juventude e Promoção Social, nos domínios do emprego e da formação profissional.

Artigo 3º

1. A Comissão é constituída por um presidente, um vice-presidente e três vogais, designados por despacho do Ministro do Trabalho, Juventude e Promoção Social.

2. Compete ao Presidente da Comissão:

- a) Convocar e presidir aos trabalho da Comissão, gozando de voto de qualidade;
- b) Representar a Comissão em juízo e fora dele;
- c) Dinamizar e coordenar as actividades da Comissão;
- d) Gerir e exercer poder disciplinar sobre o pessoal admitido pela Comissão;
- e) Distribuir tarefas aos restantes membros da Comissão;
- f) O mais que lhe for cometido pelo Ministro do Trabalho, Juventude e Promoção Social.

3. A Comissão obriga-se pela assinatura do seu presidente ou quem o substitua e, no caso da movimentação a débito de contas bancárias, pelas assinaturas do presidente ou quem o substitua e de pelo menos um dos vogais.

Artigo 4º

O mandato da Comissão termina a 31 de Março de 1995, podendo ser prorrogado pelo Conselho de Ministros, sob proposta do Ministro do Trabalho, Juventude e Promoção Social.

Artigo 5º

Os membros da Comissão perceberão o vencimentos que for fixado por despacho conjunto do Ministro das Finanças e do Ministro do Trabalho, Juventude e Promoção Social.

Artigo 6º

Os encargos com funcionamento da Comissão serão suportados pelo orçamento do Instituto de Emprego e Formação Profissional e pelos recursos do PPF nº 783 - CV, neste último caso com respeito total dos compromissos assumidos com a IDA.

Artigo 7º

O presente diploma produz efeitos a partir de 1 de Janeiro de 1995.

Visto e aprovado em Conselho de Ministros.

Carlos Veiga — José António Mendes dos Reis — Úlpio Fernandes.

Promulgado em 28 de Dezembro de 1994.

O Presidente da República, ANTÓNIO MANUEL MASCARENHAS GOMES MONTERIO.

Referendado em 28 de Dezembro de 1994.

O Primeiro Ministro,

Carlos Veiga.

Decreto-Lei nº 92/94

de 30 de Dezembro

Em execução da Lei nº 95/IV/93 de 31 de Dezembro;

No uso da faculdade conferida pela alínea c) do nº 2 do artigo 216º da Constituição, o Governo decreta o seguinte:

Artigo 1º

É aprovado o Acordo de Empréstimo concluído entre o Governo de Cabo Verde e o Fundo Nordic para o Desenvolvimento, em 29 de Novembro de 1994, cujo o texto em inglês faz parte integrante deste diploma, a que vem anexo.

Artigo 2º

O empréstimo objecto do presente diploma, destina-se ao financiamento, da parte do projecto da pesca industrial, cuja descrição consta do Anexo I ao acordo ora aprovado.

Artigo 3º

O empréstimo utilizável em moedas convertíveis é de um montante, máximo equivalente a (2.100.000) dois milhões e cem mil Direitos Especiais de Saque, sendo o direito Especial de Saque, o definido pelo Fundo Monetário Internacional, conforme os seus Estatutos.

Artigo 4º

1. O empréstimo é amortizável em quarenta anos, após dez anos de diferimento a contar da data do presente acordo, em prestações semestrais e consecutivas, correspondendo cada prestação (1) um por cento do montante, nos trinta anos subsequentes, vencendo-se a primeira semestralidade a 1 de Maio de 2005.

2. O pagamento de uma comissão de compromisso à taxa de 0,5 por cento ao ano, a incidir sobre a parte do empréstimo por desembolsar.

O pagamento de uma comissão de serviço à taxa de 0,75 por cento ao ano, a incidir sobre a parte de empréstimo já desembolsada ainda não amortizada.

3. Os encargos a que se refere o nº 2 são pagos semestralmente, a 15 de Maio e a 15 de Novembro de cada ano.

Artigo 5º

1. São conferidos ao Ministério das Finanças poderes necessárias para representar o Governo de Cabo Verde junto do Fundo Nordic em quaisquer actos ou para efeitos de cumprimento de quaisquer formalidades decorrentes da Execução do acordo ora aprovado.

2. Os poderes conferidos no nº 1 deste artigo podem ser delegados, mediante documento bastante.

Artigo 6º

Esta decreto entra imediatamente em vigor e o mencionado Acordo de empréstimo produzirá efeitos de conformidade com o que se nele se estipula.

Visto e aprovado pelo Conselho de Ministros.

Carlos Veiga — Úlpio Napoleão Fernandes.

Promulgado em 28 de Dezembro de 1994.

O Presidente da República, ANTÓNIO MANUEL GOMES MASCARENHAS MONTEIRO.

Referendado em 28 de Dezembro de 1994.

O Primeiro Ministro,

*Carlos Veiga.***CREDIT AGREEMENT**

Dated November 29, 1994, between Republic of Cape Verde (the «Borrower») and the Nordic development fund (the «FUND»).

WHEWREAS

- a) the Fund was established as a multilateral financial institution pursuant to a treaty between the Kingdom of Denmark, the Republic of Finland, the Republic Iceland, the Kingdom of Norway and the Kingdom of Sweden, for the purpose of promoting economic and social development in developing countries through participation in financing of projects on concessional terms;
- b) the Borrower, having satisfied itself of the feasibility and priority of the Integrated Fisheries Development Project as defined in the final document designated «Proposal of an Integrated Fisheries Development Project for the Republic of Cape Verde» (based on Draft Proposal dated May, 1994), to be finalized by a fisheries consultant, and to be approved by the Government of Cape Verde ICEIDA an NDF (the«Project»), has requested the Fund to assist in the financing of the Project;
- c) the Borrower has entered into a cooperation agreement, dated 30 June, 1994, with the Icelandic International Development Agency («ICEIDA») to assist in the financing of the Project;
- d) the Project will be carried out by the National Fisheries Development Institute (INDP). The Borrower will make the proceeds of the Credit (as defined in article 1) available to INDP through budget allocations;
- e) the Fund may request ICEIDA to carry out on behalf of the Fun the supervision and monitoring of part the Project to be financed by the Fund in accordance with a cooperation agreement to be entered into between ICEIDA and the Fund;

- f) the Fund declares, and Borrower recognizes, that the Fund follows policies similar to other multilateral institutions as regards project execution and debt service obligations of its borrowers, including the policy of non-participation in debt rescheduling;
- g) the Fund has agreed, on the basis, inter alia, of the foregoing, to extend Credit to the Borrower upon terms and conditions set forth in this Agreement.

NOW IT AGREED:

Article I

Definitions

1.01 Wherever used in this Agreement, unless the context otherwise require, the several terms defined in the Preamble to this Agreement have the meanings therein set forth, and the following additional terms have the following meanings:

«Agreement» means the particular development credit agreement, including all annexes, schedules and agreements supplemental hereto, as such agreement may be from time to time;

«Banking Day» means, in relation to any place where transactions under this Agreement have to be carried out, a day on which commercial banks in such place neither required nor authorized to be closed.

«Closing Date» means a date after which any undisbursed amount of Credit may be cancelled by the Fund;

«Contractor» means a supplier of goods and/or services for the Project, selected in accordance with Annex 4 to this Agreement;

«Credit» means the development credit provided for in this Agreement or any outstanding amount thereof, as the context requires;

«Currency» means such freely convertible coin or currency as is legal tender for the payment of public and private debts, and the SDR;

«Payment Date» means the each of May 15 and November 15 in each year. In the event that a Payment Date would otherwise fall on a day that is not a Banking Day, such Payment Date shall instead be the next succeeding Banking Day;

«SDR» means a unit of defined in accordance with (i) the rules of valuation laid down by the International Monetary Fund (IMF) for Special Rights as in force from January 1, 1981 or (ii) if the said rules are changed, the new rules to be extent the Fund determines, in accordance with its Statutes, that it will follow such rules;

«Taxes» includes imposts, levies, fees and duties of any nature, whether in effect at date of this Agreement or imposed thereafter.

Article II

The Credit Disbursement

2.01 The Fund agrees to lend to the Borrower, on the terms and subject to the conditions set forth or referred to herein, an amount of up to SDR 2.1 million. (SDR two million one hundred thousand).

2.02 The Borrower shall be entitled to draw down the Credit in accordance with the provisions of this Agreement, for the purpose of paying expenditures incurred in respect of the reasonable cost of goods and services required for the Project and to be financed by means of the Credit.

2.03 No amount of the Credit shall be drawn or be applied, directly or indirectly, on account of (i) expenditures incurred prior to the date of this Agreement, unless the Fund shall agree otherwise, or (ii) any Taxes levied by, or in the territory of, the Borrower on goods or services, or on the procurement, manufacture, importation or supply thereof.

2.04 Unless the Fund shall otherwise, the Credit shall be drawn down in tranches of not less than SDR 1000.000. and proceeds thereof shall be paid directly to the Contractor(s). To facilitate payment of lesser amounts a Special Account may be established in accordance with the provisions of Annex 2.

2.05 Each disbursement shall be made on a date determined by the Fund. Disbursement will normally be made not later than 30 calendar days after all conditions of disbursement have been fulfilled or, if the Borrower has requested disbursement on a specified later date, not later than 30 days after such specified date.

2.06 The Closing date shall be 15 December 2000, or such later as the Fund shall establish.

Article III

Charges

3.01 (a) The Borrower shall pay to the Fund a commitment charge on the undisbursed amount of the Credit at the rate of one-half of one per cent (1/2%) per annum;

(a) The commitment charge accrue from the date one year after the date of this Agreement to the respective dates on which amounts are either disbursed or cancelled.

3.02 The Borrower shall pay to the Fund a service charge at the rate of three fourths of one per cent (3/4%) per annum on the Credit outstanding at any time.

3.03 Commitment charges and services charges shall be paid semiannually in arrears on the applicable Payment Dates, and shall be computed on the basis of a 360 - day year of twelve 30 - day months.

Article IV

Repayment

4.01 The Borrower shall repay the disbursed principal amount of Credit in semiannual instalments commencing on the first Payment Date in 2005 and ending

on the last Payment Date in 2034. Each instalment to and including the instalment payable on the last Payment Date in 2014 shall be one per cent (1%) of such principal amount, and each instalment thereafter shall be two per cent (2%) of such principal amount.

40.2 Notwithstanding the above the Borrower shall have the right to repay in advance of maturity one or more instalments, provided that such prepayment shall be made in inverse order of maturity.

Article V

Currency Provisions Payments by the Borrower Taxes and Restrictions

5.01 The proceeds of the Credit shall be disbursed in freely convertible currency with reference to SDR in accordance with section 5.03 hereof.

5.02 The Borrower shall pay the principal of, and service and commitment charges on, the Credit in Dollars with reference to SDR in accordance section 5.03 hereof.

5.03 Whenever it shall be necessary for the purpose of this Agreement to another Currency as of a given date, such value shall be reasonably determined by the Fund.

5.04 Payments by the Borrower shall be made on the due date in immediately available funds to such account as may be notified to the Borrower by the Fund.

5.05 All payments made by the Borrower under this Agreement shall be made free of restrictions and without deduction of any kind, including deductions for any Taxes imposed by or in the territory of the Borrower. However, if the Borrower shall be compelled by any law or regulation to comply with such restrictions or to deduct such Taxes, and as a result thereof the Fund would not receive payment in full as contemplated in this Agreement, the Borrower shall pay such higher amounts as may be necessary to ensure that the net amounts received by the Fund will equal the amounts payable under this Agreement.

5.06 The Borrower shall pay or cause to be paid any taxes levied under the laws of the Borrower and any fees on or in connection with the execution, issue, delivery or registration of, or payments under this Agreement.

5.07 The liability of the Borrower to effect payment of the principal amount of and on charges on the Credit and of any other amount to be paid under this Agreement on the due dates, shall not be conditional upon performance by a Contractor or any cooperating party and shall not be affected in any way by any claim which the Borrower may have or might consider that it has against a contractor or any cooperating party as aforesaid, or by any other reason whatsoever.

5.08 The obligations of payment of the Borrower under this Agreement constitute general and unconditional obligations of the Borrower and shall rank at least *pari passu* with all other present and future unsecured, unsubordinated obligations of the Borrower, with the exception only of certain obligations which

are mandatorily preferred by laws of general application.

Article VI

Cooperation and Information Financial and Economic Data

6.01 The Borrower and the Fund shall cooperate fully to assure that the purpose of the Credit will be accomplished. To that end, each of them shall furnish to the other party all such information as it shall reasonably request with regard to the general status of the Credit.

6.02 The Borrower shall promptly inform the Fund of (i) any condition which interferes or threatens to interfere with the accomplishment of the purpose of the Credit (including substantial increase in the cost of the Project), and (ii) any event which with the lapse of time or otherwise would entitle the Fund to suspend disbursements under this Agreement.

6.03 The Borrower shall include all amounts due and payable, or to fall due and payable, to the Fund during each fiscal year in its annual budget for such year.

6.04 The Borrower shall inform the Fund on an annual basis of developments regarding privatization in respect of entities related to the Project.

Article VII

Execution of the Project

7.01 The Borrower shall take or cause to be taken all action which shall be necessary to execute the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, engineering and environmental practices. The Project components are or shall be considered interdependent. Unless the Fund shall agree otherwise, all components shall be implemented substantially in the scope set out in annex 1.

7.02 The Borrower shall ensure the proceeds of the credit shall be used only for the financing of the Project or, as applicable, Project component(s) for which the Credit is extended. Except as the Fund shall otherwise agree, procurement of the goods, works and services required for the Project are to be financed out of the proceeds of the Credit shall be Governed by the provisions of annex 4 to this Agreement.

7.03 In addition to the proceeds of the Credit the Borrower shall make available or cause to be made available promptly when needed, all other funds that are required for the execution of Project (including any Funds that may be required to meet any increase in cost).

7.04 The Borrower shall insure or cause to be insured, or make adequate provision for the insurance of, imported goods and services to be financed out of the proceeds of Credit against hazards incident to the acquisition, transportation and delivery thereof to the place of use, installation or performance. Any indemnity for such insurance shall be payable in a freely usable Currency to replace, repair or substitute such goods and services.

7.05 The Borrower shall

- (i) maintain records and procedures adequate to record and monitor the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods and services financed out of the proceeds of the Credit and to disclose their use in the Project;
- (ii) furnish to the Fund every six months Project reports on the progress of the Project, its cost and the expenditure of the proceeds of the Credit, and the goods and services financed out of such proceeds;
- (iii) furnish to the Fund all such other information as the Fund shall reasonably request concerning the Project; and
- (iv) enable the Fund's representative to visit any facilities and construction sites included in the Project and to examine the goods and services financed out of proceeds of the Credit and any plants, instalations, sites, works, buildings, property, equipment, records and documents relevant to the performance of the obligations of the Borrower under this Agreement.

7.6 Promptly after completion of the Project, but in any event not later than six months after the closing Date or such later date as may be agreed for this purpose between the Fund and the Borrower, the Borrower shall prepare and furnish to the Fund a report, of such scope and such detail as the Fund shall reasonably request, on the execution and initial operation of the Project, its cost the benefits derived and to be derived from it.

Article VIII

Cancellation and Suspension

8.01 The Borrower may by notice to the Fund cancel any undisbursed amount of the Credit in respect of which the Borrower has not submitted a drawdown request prior to the giving of such notice. Unless the Fund shall otherwise agree, such notice of cancellation shall be irrevocable.

8.02 If any the following events of suspension shall have occurred and be continuing, the fund may, by notice to the Borrower, suspend in whole or in part the right of the Borrower to draw the Credit:

- (a) The Borrower shall have failed to make payment of principal, charges or any other amount due to the under this Agreement or under any other credit or guarantee agreement between the Borrower and the Fund;
- (b) The Borrower shall have failed to perform any other obligation under this Agreement.
- (c) The Fund shall have suspended in whole or in part the right of the Borrower to make drawings under any other credit agreement with the Fund because of a failure by the Borrower to perform any of its obligations such agreement;

(d) As a result of events which occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable the Project can be carried out, or the Borrower will be able to perform its obligations under this Agreement.

(e) A representation made by the Borrower in or pursuant to this Agreement, or any statement furnished in connection therewith, and intended to be relied upon by the Fund in extending the Credit, shall have been incorrect in any material respect.

(f) (i) Subject to subparagraph (ii) of this paragraph:

(A) The right of the Borrower to withdraw the proceeds of any grant or loan made to the Borrower for the financing of the Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing therefor, or.

(B) any such loan shall have become due and payable prior to the agreed maturity thereof.

(ii) Subparagraph (i) of this paragraph shall not apply if the Borrower establishes to the satisfaction of the fund that (A) such suspension, cancellation, termination or pre-maturing is not caused by the failure of the Borrower to perform any of its obligations under such agreement; and (B) adequate funds for the Project are available to the Borrower from other sources on terms and conditions consistent with the obligations of the Borrower under this Agreement;

(g) The Borrower has failed to pay any of its external debt to a multilateral finance institution; and;

The right of the Borrower to draw the Credit shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist, unless the Fund shall have notified the Borrower the right to draw down has been restored in whole or in part, as the case may be.

8.03 If (a) the right of the Borrower to draw down the Credit shall have been suspended with respect to any amount of the Credit for a continuous period of thirty days, or (b) at any time, the Fund determines, after consultation with the Borrower, that an amount of the Credit will not be required to finance the Project's costs to be financed out of the proceeds of the Credit, or (c) after the Closing Date, an amount of the Credit shall remain undrawn, the Fund may, by notice to the Borrower, terminate the right of the Borrower to draw down such amount. Upon the giving of such notice, such amount of Credit be cancelled.

8.04 Notwithstanding any cancellation or suspension, all the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Article.

Article IX

Acceleration of Maturity

9.01 If any of the following events shall occur and shall continue for the period specified below, if any, then at any subsequent time during the continuance thereof, the Fund, at its option, may by notice to the Borrower declare the principal of the Credit then outstanding to be due and payable immediately together with the charges thereon, and upon any such declaration such principal amount, together with such charges, shall become due and payable immediately:

- (a) A default shall occur in the payment of the principal or any other payment required under this Agreement and such default shall continue for a period of thirty (30) days;
- (b) A default shall occur in the payment by the Borrower of principal or any other amount due to the Fund under any other credit or guarantee agreement between the Borrower and the Fund and such default shall continue for a period of thirty (30) days;
- (c) A default shall occur in the performance of any other obligation on the part of the Borrower under this Agreement, and such default shall continue for a period of sixty (60) days after notice thereof shall have been given by the Fund to the Borrower;
- (d) An event specified in paragraph (d) or (g) of section 8.02 of this Agreement shall occur and shall continue for a period of sixty (60) days after notice thereof shall have been given by the Fund to the Borrower.
- (e) The event specified in clause (f) (i) (b) of section 8.02 of this Agreement shall occur, subject to the proviso of subparagraph (f) (ii) of that section.

Article X

Conditions of Disbursement

10.01 The making of disbursement shall be subject to the conditions precedent that

- (a) the Borrower has obtained all exemptions from taxation, all exchange control consents and all other exemptions, consents and permits, and has taken or caused to be taken all action necessary or advisable to enable the Borrower to receive the Credit and to perform its obligations hereunder, and all such exemptions, consents and permits and this Agreement are in full force and effect;
- (b) not less than 15 days before the date for which disbursement is first requested, the Fund has received;
- (i) a disbursement plan, acceptable to the Fund, showing the distribution or anticipated disbursements under all financing arrangements for the Project, and the relation of such disbursements to Project target dates;

- (ii) evidence satisfactory to it of the authority of the person or persons authorized to sign disbursement requests and the authenticated specimen signature of any such person;
- (iii) evidence satisfactory to it that the execution and delivery of this Agreement on behalf of the Borrower has been duly authorized by all necessary authorities;
- (iv) evidence satisfactory to it that all other financing contemplated for the Project has been obtained, and that all conditions precedent to the effectiveness of such financing have been met; and;
- (v) evidence satisfactory to it that the contractor (s) with the contractor (s) has/ have been entered into;
- (c) not less than 15 days before the date of any disbursement, the Fund has received a draw-down request in the form set forth in annex 2 to this Agreement together with appropriate supporting documentation.

10.02 As part of the evidence to be furnished pursuant to section 10.01 there shall be furnished to the Fund an opinion or opinions satisfactory to the Fund or counsel acceptable to the Fund substantially in the form set forth in annex 3 to this Agreement.

Article XI

Governing Law and Arbitration Failure to Exercise Rights Waiver of Immunity

11.01 This Agreement shall be construed in accordance with and be governed in all respects by the laws of the Kingdom of Sweden.

11.02 Any controversy between the parties hereto and any claim by any such party against any other such party arising under this Agreement or in connection herewith, which has not been settled by agreement of the parties within calendar 60 days, shall be submitted to arbitration and shall be finally settled under the Rules of Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce by three arbitrators appointed in accordance with the said Rules.

The place of the arbitration proceedings shall be Stockholm and the language of such proceedings shall be English.

11.03 Service of any notice of process in connection with any proceeding under article may be made in the manner provided for in section 12.02 hereof. The parties hereto waive any and all other requirements for the service of may notice of process.

11.04 No delay in exercising or omission exercise any right, power or remedy accruing to any party under this Agreement upon default or otherwise shall impair any such right, power or remedy or be construed to be waiver thereof, nor shall any action of such party in respect of any default affect or impair any right, power or remedy of such in respect of any other or subsequent default.

11.05 The party hereby expressly (a) recognize that this Agreement is an agreement of commercial nature, and (b) waive any right of immunity might have on the grounds of sovereignty or otherwise in connection with any arbitration proceeding pursuant to section 11.02 hereof or with the enforcement of any arbitral award pursuant thereto.

Article XII

Miscellaneous Provisions

12.01 The Minister of the Borrower at the time responsible for (finance) is designated as representative of the Borrower for the purposes of signing and executing on behalf of the Borrower any documents used in connection with Agreement.

12.02 Any notice or request required or permitted to be given or made under this Agreement shall be made in writing in the English language and may be delivered (i) by registered airmail or internationally recognized courier service, (ii) by telex, or (iii) by telefax, to the party to which it is required or permitted to be given or made, at such party's address specified below or at such other address as party shall have designated by notice to the other party. Any notice expressly required under this Agreement shall, if given by telex or telefax, promptly be confirmed by registered letter.

For the Fund:

Nordic Development Fund

P.O. Box 185

SF- 00171 Helsinki

Finland

Telex: 124704 nib fi

Telia: +358-0-622 1491

For the Borrower:

Ministry of Finance

C.P. 506

Praia, Cape Verde

Telex 6056 MFG CV

Telia + 238-612 197 or +238-615 692

12.03 This Agreement is made in two copies each of which shall be an original.

12.04 the following annexes form part of this Agreement:

Annex 1 Project Description

Annex 2A Disbursement

Annex 2B Special Account

Annex 2C Drawdown Request Form

Annex 4 Guidelines for Procurement

IN WITNESS WHEREOF the parties hereto, acting though their duly authorized representatives, have caused this Agreement to be signed with their respective names as of the day and first above written.

REPUBLIC OF CAPE VERDE

By:

Alexandre Vieira Fontes

NORDIC DEVELOPMENT FUND

By:

Bjorn Dagbjertsson

Morten Hoyum

PROJECT DESCRIPTION

ANNEX 1

NDF CREDIT N° 32

BACKGROUND

The fisheries sector in Cape Verde is the sector with the best potential of rapid growth in the medium term time aspect. Cape Verde has estimated exploitable fish potential of about 45,000 tons compared today's annual catches of only 10,000 tons.

The Government Cape Verde has embarked on a programme to develop the sector with assistance from various donors. This programme led to some the development and a beginning of the modernization of the artisanal fisheries sector.

THE PROJECT

The Government has requested ICEIDA and NDF to assist in the financing of the Integrated Fisheries Development Project as defined in the final document designated "Proposal of an Integrated Fisheries Development Project for the Republic of Cape Verde", (based on the Draft Proposal dated May 1994) to be finalized by a fisheries consultant, and approved by the Government of Cape Verde, ICEIDA and NDF, which document shall be included by reference as an integral part of the Agreement.

The main features of the Project are set out below.

OBJECTIVE

The main objective of the project is to create general and favorable business surroundings in Cape Verde fisheries for the development of the private sector to the extent that it will be able to increase the level of rational exploitation of all marine resources of the country.

THE PROJECT COMPONENTS

The Project comprises the following 5 components C1 through C5:

C1. Fisheries training centre

C2. Resource evaluation

C3. Tuna information and bait centres

C4. Institutional Support

C5. Infrastructures development

OBJECTIVES OF THE COMPONENTS

C1. To train a sufficient number of young Capeverdians in various disciplines of fisheries to provide the fisheries sector in Cape Verde with adequate force to meet higher standards of production and product quality in Capverdian fisheries.

C2. To provide the INDP with; (i) international expertise in fisheries research and resource evaluation and train Caboverdians in the field to make less reliant on foreign expertise in the future; (ii) a research vessel which can fulfil the need for such vessel in Cape Verde and be self supporting through commercial fisheries a part of each year; and (iii) training of the crew and shore captain for the vessel.

C3. To improve catches of tuna in Cape Verde by new and better information flow during the tuna fishing season and by restructuring and privatizing the bait fishing for the tuna fisheries.

C4. To provide the Ministry of Fisheries and Agriculture and Rural Development with international expertise in fisheries management and administration and train Caboverdians in fisheries administration and management to take the responsibilities of the expatriate staff.

C5. To improve infrastructures on artisanal landing sites with ice-machines, fish boxes and tubs and small floating landing piers.

Excepted Outputs of the Components

C1. The new centre will educate and train young Capeverdians to be able to enter the fisheries with sufficient knowledge and skills to enable sector to establish small scale private enterprises and apply modern technology and know-how to increase production and revenues from the sector.

C2. Improved fisheries research and technical support to the fisheries sector leading to increased revenues from the fisheries in Cape Verde.

C3. The results are expected to be increase tuna fish catches and better and more rational use of resources, (boats, bait and people) to harvest that tuna catch through better organized tuna fishing and more supplies of bait fish for the tuna fishery.

C4. Improved public administration and management of the fisheries sector leading to increased catches, exports of fish and improved economic revenues from fisheries in Cape Verde for the benefit of the fishermen and their families and the whole society in general.

C5. Increased fish catches and improved handling of fish for exports.

IMPLEMENTATION:

The Project period is 4 years from the appointment of Nordic consultants to assist INDP in the implementation of the Project's various components.

Cost Estimate and Financing of Total Project

(Amounts in SDR 100)

Component	INCEIDA	NDF	GOCV	TOTAL
C1. Fisheries Training centre		806		806
C2. Resource Evaluation	1.147		1.027	2.174
C3. Tuna Information and and Bait Centers		630		630
C4. Institutionnal Support	333	302		635
C5. Infrastructure Development	196	362		558
Total including contingencies	1.676	2.100	1.027	4.803

Exchange rate: SDR = 1, 353 US\$

DISBURSEMENT

ANNEX 2A

NDF CREIT N° 32

For provisions relating to disbursement reference is made to article II and Article X of this Agreement.

Disbursements under the Credit shall be made upon a disbursement request substantially in the form set out below, duly documented, submitted by or on behalf of the Borrower and received by the Fund not less than 15 days prior to the date on which disbursement is requested.

The disbursement request or the supporting documents shall identify Tax paid or payable in respect of the relevant expenditures, and, for the purpose of ensuring compliance with section 2.03 of this Agreement, shall identify the source of financing for such Taxes.

Unless the Fund shall agree otherwise, the Credit shall be drawn down in tranches of not less than SDR 100 000 and the proceeds thereof shall be paid directly to the Contractor(s). To facilitate payment of lesser amounts a Special Account may be established in accordance with the provisions set in out Annex 2B.

SPECIAL

ANNEX 2B

NDF CREIT N° 32

1. A Special Account may be opened by the Borrower as USD — account, designated "Cape Verde — Integrated Fisheries Development Project — NDF" with a Nordic bank acceptable to the Fund (the "Bank"). The account shall be in the name of the Borrower. Undetermined issues indicated by square brackets [] shall be agreed in writing between the Borrower and the Fund prior to the special Account being opened.

The full name and address of the Bank and the account number shall be advised to the Fund by the Borrower.

2. Transactions on the Especial Account other than those set out or referred to in this Agreement shall not be permitted unless the prior approval of Fund has been obtained in writing.

3. Payments into the Special Account by the Fund are disbursement under this Agreement. In addition to the conditions precedent of disbursement set out in Article X of this Agreement the making of the first disbursement to the Special Account shall be subject to the Fund having received:

- a) A certified copy of the authorization by the Ministry of Finance of Cape Verde to open the Special Account;
- b) A certified copy of the evidence, as submitted to the Bank, of the authority of the persons authorized to operate, on behalf of the Borrower, the account together with authenticated specimen signatures of each person;
- c) A letter, acceptable to Fund, from the Bank, substantially in the form set out in Schedule 1 hereto.

4. Disbursements to the Especial Account shall be made as follows:

- a) For the first disbursement to the Special Account, the Borrower shall submitted to the Fund a request or deposit of the equivalent in USD of SDR [].
- b) The Borrower may request a replenishment deposit not exceeding the equivalent in USD of SDR [] when the Fund:
 - i) has received documents and other evidence required pursuant to Paragraph 7 below covering Eligible Expenditures in the aggregate equivalent amount of 65 per of the deposits made prior to the request for replenishment;
 - ii) Has received a copy of the Special Account Bank statment allowing the Fund to reconcile the previous expenditures;
 - iii) Has confirmed ist approval of the replenishment deposit amount.
- c) Each disbursement to the Special Account shall be made on a date determined by the Fund. Disbursement will normally be made not later than 30 calendar days afer all conditions of disbursement have been fulfilled or, if the Borrower (or the Bank on behalf of the Borrower) has requested disbursement on a Specified later date, not later than 30 days after such specified date.

5. Any interest accrued on the Special Account shall be credited to the Especial Account.

6. Payments out of the Special Account shall be made exclusively for Eligible Expenditures and payments in accordance with Paragraphs 9 and 10 below.

“Eligible Expenditures” means (i) [to be agreed] and (ii) reasonable Bank charges for the operation of the Special Account;

7. For each payment made by or on the Borrower out of the Special Account, the Borrower shall furnsih to the Fund documents and other evidence showing (i) that such payment was made exclusively for Eligible Expenditures and (ii) the respective equivalent USD-amounts to be accounted againts the allocations to categories as set out in Annex 1 to the Credit Agreement.

8. The Borrower shall. promptly upon notice from the Fund:

- a) Provide such additional evidence as the Fund may request; or
- b) Deposit into the Special Account (or, if the Fund shall so request, refund to the Fund) an amount equal to the amount of any payment or the portion thereof deemed not eligible or justified by the Fund.

9. If, at any time, the Fund shall have determined that any amount standing to the Credit of the Special Account will not be required to cover further paymente for Eligible Expenditures the Borrower shall, promptly upon notice from Fund, refund such amount to the Fund.

10. The Borrower may, upon notice to the Fund refund to the Fund all or any portion of the funds on deposit in the Special Account.

11. Refunds to the Fund made pursuant to Paragraphs 8, 9 and 10 shall be credited to the Credit for subsequent disbursement or for cancellation in accordance with the relevant provisions of the Agreement.

Schedule 1

ANNEX 2B

Form of Letter from bank holding the Special Account

(Letterhead of the Bank)

(Date)

The Nordic Development Fund

P.O. Box 185

FIN-00171 Helsinki, Finland

Subject: Special Account.

We refer to the Credit Agreement designated Integrated Fisheries Development Project date 11/29/94 between the Republic of Cape Verde and the Nordic Development Fund.

We are pleased to confirm (i) that we have received a certified copy of Annex 2B of the said Agreement, (ii) that we have taken note of its contents, (iii) that we have been instructed by [] to open and operate a Special Account accordingly, and (iv) that we have accepted such instruction.

We have opened the Special Account n°....., designated [] in the name of the [] in the name of the [].

Monthly statements of the account will be issued both to the Nordic Development Fund and to [].

Authorized Nordic Development Fund representative will have access to inspect the Special Account and related documents, as well as permission to take extracts from Special Account books.

Recognizing that the Nordic Development Fund has an interest in safeguarding the use of its funds for the special purpose of its projects, we are further pleased to confirm that we will not assert any claim to set off, seize, or attach amounts on deposit in the Special Account to satisfy amounts due to us except only to the extent necessary to protect our position in such instances where a third party takes steps to attach such funds.

In the event that a third party has attached funds in the Special Account, we will inform the Nordic Development Fund immediately of such attachment and will cooperate, as appropriate with the Nordic Development Fund in this effort to seek the removal of such attachment.

We confirm that the above undertakings shall be binding upon us also in respect of future Special Account arrangements with us. (Authorized signatures. copy of authorization to be attached).

Drawdown Request From

ANNEX 2C

NDF CREDIT N° 32

To: The Nordic Development Fund

P.O. Box 185

00171 Helsinki, Finland

Telia n°. + 358-0-622 1491

Telex n° 124704 snib fi

FRO:<>

RE:

1. Request n°:

2. Pleased Pay:

(Currency name)

(Amount in figures)

We hereby request this drawdown of the Credit under the abovereferenced Credit Agreement and, in connection therewith, certify and agree as follows:

A. The undersigned has not previously drawn any amount of the Credit to meet these expenditures. The undersigned has not and does intend to obtain funds for this purpose out of the proceeds of any other loan, credit or grant;

B. The goods and services covered by this request have been or are being purchased in accordance with the terms of the Credit Agreement;

C. The expenditures have been made or are being made only for goods or services from eligible sources.

DETAILS OF EXPENDITURE

(use summary sheets if additional space is required or if expenditures relate to more than one supplier, category or sub-project)

3. Name and address of contractor or supplier:

(if different from payee)

4. Procurement details

a) Contract or purchase order number and date:
(or other reference to contract document)

b) Brief description of goods, works or services:

c) Currency and total amount of contract:

d) Total amount of invoices covered by this request:
(net of retention and other deductions)

5. Drawdown details

a) Category number:

b) Percent of expenditures to be financed by the fund:

By confidant (if any):

Payment instructions

6. Name and address of payee's bank and account n°:

7. Payee name and address:

8. If Payee's Bank is not located in the Country whose Currency is to be paid, enter the name and address of the Bank's correspondent in such Country:

9. Special payment instructions and invoice references:

10 Date: _____

11. By: _____
Signatures(s) of Authorized Representative(s)

12. By: _____
Print name(s) and titles(s) of Authorized Representative(s).

FORM OF LEGAL OPINION

ANNEX 3

NDF CREDIT Nº 32

Letterhead of the office of the attorney General's Office.

LEGAL OPINION

The Nordic Development Fund

P. O. Box 185

00171 Helsinki

Finland

Dear Sirs:

<>, Attorney General of the Republic of Cape Verde, taking into consideration:

— Article 1910 3, e) of the Constitution of the Republic of Cape Verde;

— Law nº <> approving the Budget of the State;

— Decree nº <> approving the Credit agreement signed between the Republic of Cape Verde and the Nordic Development Fund on <>;

— The laws and regulations in effect in the Republic of Cape Verde at the time said agreement was signed as well as the present ones;

hereby issues the following advice:

The Credit Agreement was signed by <> on behalf of the Republic of the Cape Verde, under powers delegated to him by the Minister of Finance.

That being the case, the said signature is binding upon the Republic of Cape Verde as being from someone entrusted with full powers to act as such.

The Article 1910 3, e) of the Constitution vests in the National Assembly the power to conclude international treaties and conventions. The adoption of Decree nº <> and its subsequent publication in the Official Bulletin (*Boletim Oficial*) on <>, had the effect of signifying Government's ratification of the Agreement and its acceptance of the contents thereof. No other procedural requirement was needed under the internal laws of Cape Verde to give effect to the Agreement.

The above mentioned Credit Agreement is valid to be carried out by the Republic of Cape Verde starting as of its publication in the *Boletim Oficial*.

Letterhead of the office of the attorney General's Office.

LEGAL OPINION

The Nordic Development Fund

P. O. Box 185

00171 Helsinki

Finland

Dear Sirs:

<>, Attorney General of the Republic of Cape Verde, taking into consideration:

— Article 1910 3, e) of the Constitution of the Republic of Cape Verde;

— Law nº <> approving the Budget of the State;

— Decree nº <> approving the Credit agreement signed between the Republic of Cape Verde and the Nordic Development Fund on <>;

— The laws and regulations in effect in the Republic of Cape Verde at the time said agreement was signed as well as the present ones;

hereby issues the following advice:

The Credit Agreement was signed by <> on behalf of the Republic of the Cape Verde, under powers delegated to him by the Minister of Finance.

That being the case, the said signature is binding upon the Republic of Cape Verde as being from someone entrusted with full powers to act as such.

The Article 1910 3, e) of the Constitution vests in the National Assembly the power to conclude international treaties and conventions. The adoption of Decree nº <> and its subsequent publication in the Official Bulletin (*Boletim Oficial*) on <>, had the effect of signifying Government's ratification of the Agreement and its acceptance of the contents thereof. No other procedural requirement was needed under the internal laws of Cape Verde to give effect to the Agreement.

The above mentioned Credit Agreement is valid to be carried out by the Republic of Cape Verde starting as of its publication in the *Boletim Oficial*.

Accordingly, the Agreement has been duly authorized and ratified by, and executed and delivered on behalf of, Cape Verde, and is binding on Cape Verde in accordance with its terms.

Done at <> on <>

Attorney General

ANNEX 4

NDECREDIT Nº 32

GENERAL GUIDELINES FOR PROCUREMENT

The Nordic Development Fund (NDF) is a multilateral financing institution providing concessional credit to developing countries. NDF was established by the governments of the five Nordic countries; Denmark, Finland, Iceland, Norway and Sweden to promote economic and social development in the developing countries. NDF credits are provided by way of co-financing, normally parallel financing, with other, primarily multilateral, institutions. Projects should be of considerable interest to the Nordic countries and components of the projects being financed should mainly be sourced from the Nordic countries.

In accordance with the Credit Agreement, NDF shall, in cooperation with the Borrower, ensure that the proceeds of any credit are used only for the purpose approved and in accordance with the conditions attached.

As a general rule it is required that procurement of components financed by NDF be carried out in accordance with the principle of Nordic Competitive Bidding (NCB).

I. PROCUREMENT GUIDELINES FOR NCB.

The general procurement principles of NDF follow internationally recognized practice for competitive bidding e.g. as used by the World Bank and the Regional Development Banks*1.

Eligible suppliers of goods and services are those registered in one of the Nordic countries, and procuring goods and/or services substantially of Nordic origin. Goods and services emanating from suppliers in the Borrower's country may also be accepted provided that a Nordic party has a strategic direct or joint venture investment in, or a substantial long term contractual involvement with such local supplier (s).

In respect of NCB following regulations shall apply:

- i) The Borrower shall in general be responsible for the procurement. Upon request NDF is prepared to assist the Borrower in the procurement process.
- ii) The procurement shall be open to eligible suppliers under the Credit.
- iii) Tender invitations shall be issued in such a way that competition is secured from among the bidders.
- iv) The tender documents shall give all relevant information for the procurement and shall clearly state the type of contract to be entered into — specifications, time of delivery, terms of delivery etc.
- v) NDF reserves the right to review procurement procedures before bids are called for.

*1 e. g. as described by the world Bank in — Guidelines — procurement under IBRD Loans and IDA Credits and. — Guidelines — Use of Consultants by World Bank Borrowers and by The World Bank as Executing agency.

- vi) In exceptional cases NDF reserves the right to participate in the procurement process.
- vii) The Borrower shall submitted the list of tenders to NDF for review ("no objection").
- viii) the evaluation of the bids shall secure that quality and price are satisfactory to the project and that economies and efficiency in the executions of the project are secured.

- ix) The tender evaluation report shall be sent to NDF for review ("no objection") before the start of the contract negotiations.
- x) The contract with the successful bidder shall be sent to NDF and will not be considered to be in force in has been reviewed by NDF.

II. Exceptions to the Procurement Guidelines.

i) Limited Bidding/ Direct Negotiations:

The requirement of formal competitive bidding may be waived in the case of small amounts, limited number of available suppliers or repeat and high urgency orders. In such cases competitive terms may be achieved through quotations from a limited number of suppliers or by direct negotiations with the suppliers.

In exceptional cases with only one supplier, direct negotiation may be accepted by NDF on a case by case basis. In all instances good commercial practice should be followed to ensure that contract terms are reasonable.

- ii) Procurement Outside the Nordic region: Procurement from outside the Nordic region, particularly local procurement may be granted only for minor portions of the financing amount. Approvals for such procurement procedure will be made by NDF on a case by case basis.

—o\$—

MINISTÉRIO DAS FINANÇAS

Gabinete do Ministro

Portaria nº 75/94

de 30 de Dezembro

A Lei nº 95/IV/93, de 31 de Dezembro, pelo disposta na alínea d) do nº 1 do artigo 30, autoriza o Governo a tomar medidas adequadas à eficiente gestão da dívida pública, nomeadamente no que diz respeito à melhoria da respectiva estrutura, à redução do serviço da dívida e à sua articulação com política monetária.

O Decreto-Lei nº 62/94, de 28 de Novembro, autoriza o Ministro das Finanças a recorrer à emissão de títulos de dívida pública, denominados obrigações, do Tesouro - nova série.

Nos termos,

Ouvido o Banco de Cabo Verde,

Manda o governo da República de cabo Verde, pelo Ministro das Finanças, o seguinte:

Artigo 1º

Para conversão de parte da dívida pública sob a forma de empréstimos mutuados pelo Banco de Cabo Verde é autorizada a emissão de diversas séries de «Obrigaçõesde Tesouro-nova série».

Artigo 2º

A emissão não pode exeder 1 672 660 mil escudos, dividindo-se pelos seguintes montantes e datas de reembolso.

Dezembro de 1997	334 500 mil escudos;
Dezembro de 1998	334 500 mil escudos;
Dezembro de 1999	334 500 mil escudos;
Dezembro de 2000	334 500 mil escudos;
Dezembro de 2001	334 600 mil escudos;

Artigo 3º

A taxa de juros de cada série não poderá ser superior a 5% ao ano.

Artigo 4º

1. Os títulos emitidos ao abrigo deste diploma serão dados em pagamento dos empréstimos representados pelos seguintes Protocolos: números 1A de 1989, número 7 de 1990, número 3 de 1991 e parte do número 1 de 1988.

2. A parte remanescente do Protocolo número 1 de 1998 será paga antecipadamente em data a acordar com o Banco de Cabo Verde.

Artigo 5º

1. Após a publicação do presente diploma, o Banco de Cabo Verde fará os registos relativos à emissão e, posteriormente, à sua venda ao Banco Comercial do Atlântico, por contrapartida dos seus depósitos no Banco de Cabo Verde.

2. Para todos os efeitos se estabelece que serão devidos juros ao Banco Comercial do Atlântico, à taxa do empréstimo, desde o dia 1 de Setembro de 1993 até à data da trasação referida no número anterior.

O montante de juros devidos, referidos no número anterior, serão pagos ao Banco Comercial do Atlântico, pelo Banco de Cabo Verde como Caixa do Tesouro.

A Direcção-Geral da Fazenda Pública emitirá a favor do Banco de Cabo Verde um recibo da importância das respectivas liquidações.

O Banco de Cabo Verde debitará a conta da Direcção-Geral da fazenda Pública pelas importâncias correspondentes.

Artigo 6º

O presente diploma entra imediatamente em vigor.

O Ministro das Finanças, *Ulpio Napoleão Fernandes*.

MINISTÉRIO DO TURISMO,
INDÚSTRIA E COMERCIO
E MINISTÉRIO DAS FINANÇAS

Despacho

Tendo os srs, Orlando Brito Livramento e Emílio Brito Correia, de nacionalidade caboverdiana, requerido o estatuto de utilidade Turística a favor do «Aparthotel Santa Maria Beach», situado na zona sul de Santa Maria, Ilha do Sal;

Considerando que se trata de um estabelecimento situado numa zona turística por excelência que virá contribuir para o desenvolvimento do turismo em Cabo Verde;

Tendo em conta que o Projecto de Arquitectura apresentado mostra tratar-se de uma unidade com 16 quartos, esplanadas, boíte e outras estruturas complementares de bom nível;

Declaramos o «Aparthotel Santa Maria Beach» de Utilidade Turística, a título prévio.

Gabinete dos Ministros do Turismo, Indústria e Comércio e das Finanças, 1 de Dezembro de 1994. *João Higinio do Rosário Silva*. — *Úlpio Napoleão Fernandes*.

Despacho

Nos termos do estabelecido no artigo 5º do Decreto-Lei nº 83/94, de 29 de Dezembro, os Ministros das Finanças e do Turismo, Indústria e Comércio determinam o seguinte:

1. Os saldos financeiros apurados à data da extinção do INIT transitam para a responsabilidade da Comissão Liquidatária, que deles prestará contas nos termos da Lei.

2. Os projectos a cargo do INIT, assim como o respectivo património, são transferidos para as seguintes entidades e organismos do Estado.

Câmara Municipal da Praia:

521/6112/MA70CV/Porto Mosquito, fornecimento de água doce por bombagem fotovoltaica, com equipamento avaliado em 907.570.00.

Electrificação da Cidade Velha por energia solar, com estruturas e equipamento avaliados em 24.395.132.00.

Tratamento de águas residuais — Praia Negra, com equipamento avaliado em 7.675.462.00.

Câmara Municipal de Santa Catarina:

- UNSO/CVI/SO2, utilização de energia eólica, componente Assomada, com equipamento avaliado em 27.801.333.00.

Câmara Municipal de S. Domingos:

- 521/6112/MA70/CV/Moia-Moia, dessalinização por osmose inversa, com equipamento avaliado em 2.862.760.00.
- CI. 11872/11, Praia Abaixo, dessanilização por osmose inversa com equipamento avaliado em 9.031.830.00.

Instituto Nacional do Desenvolvimento Agrário:

- CI. 11872/12, Praia Abaixo, tecnologia da hidroponia para hortícolas com equipamento avaliado em 1.695.903.00.

Instituto Nacional do Desenvolvimento**das Pescas:**

- Oceanografia e Aquacultura, Calheta de S. Martinho, com equipamento avaliado em 6.615.520.00.

Electra:

- UNSO/CVI/SO2, utilização de energia eólica, componente Ponta de Água, com equipamento avaliado em 11.643.705.00.

Direcção-Geral da Indústria e Energia:

- Divulgação de tecnologia do biogás.

Ministério das Infraestruturas e Transportes:

- Equipamento do projecto estudo geo-térmico de Chã das Caldeiras avaliado em 19.170.580.00.

— Carta geológica da Brava.

— Vigilância sísmica.

3. Fica a Comissão Liquidatária autorizada a proceder à venda, nos termos da Lei, do material e equipamento do INIT não afecto aos projectos atrás referidos.

Gabinete dos Ministros do Turismo, Indústria e Comércio e Ministério das Finanças, 29 de Dezembro de 1994. — *João Higinio do Rosário Silva*. — *Úlpio Napoleão Fernandes*.

Despacho

Tendo os Srs, Orlando Brito Livramento e Emílio Brito Correia, de nacionalidade caboverdiana, requerido o estatuto de Utilidade Turísticas a favor do «Aparthotel Santa Maria Beach», situado na zona sul de St^a Maria, Ilha do Sal;

Considerando que se trata de um estabelecimento situado numa zona turística por excelência que virá contribuir para o desenvolvimento do turismo em Cabo Verde;

Tendo em conta que o projecto de arquitectura apresentado mostra tratar-se de uma unidade com 16 quartos, esplanada, boite e outras estruturas complementares de bom nível;

Declaramos o «Aparthotel Santa Maria Beach» de Utilidade Turística, a título prévio.

Praia, 1 de Dezembro de 1994.

Ministério do Turismo, Indústria e Comércio e Ministério das Finanças. — *João Higinio do Rosário Silva*. — *Úlpio Napoleão Fernandes*.