

No. 13050

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
COLOMBIA**

**Exchange of notes constituting an agreement concerning a development loan by the Government of the United Kingdom to the Government of Colombia for the provision of financial assistance to the Colombian National Postal Administration (with annexes). Bogotá, 28 May 1973**

*Authentic texts: English and Spanish.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 7 February 1974.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
COLOMBIE**

**Échange de notes constituant un accord relatif à un prêt de développement du Gouvernement du Royaume-Uni au Gouvernement colombien en vue d'une assistance financière à l'Administration nationale des Postes de Colombie (avec annexes). Bogotá, 28 mai 1973**

*Textes authentiques : anglais et espagnol.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 7 février 1974.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA CONCERNING A DEVELOPMENT LOAN BY THE GOVERNMENT OF THE UNITED KINGDOM TO THE GOVERNMENT OF COLOMBIA FOR THE PROVISION OF FINANCIAL ASSISTANCE TO THE COLOMBIAN NATIONAL POSTAL ADMINISTRATION

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I

*The British Chargé d'Affaires at Bogotá to the Minister of Communications and the Minister of Finance and Public Credit of Colombia*

BRITISH EMBASSY  
BOGOTÁ

28 May 1973

Your Excellencies,

I have the honour to refer to the recent discussions concerning co-operation in development between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Colombia and to inform you that the Government of the United Kingdom are prepared to conclude an agreement with the Government of Colombia on this question. The position of the Government of the United Kingdom with regard to the provision of finance and the commitments of that Government and of the Government of Colombia as regards associated matters shall be as respectively set out in part A and part B below:

A. The Government of the United Kingdom declare that it is their intention to make available to the Government of Colombia (acting by such agents as they may notify by separate note to the Government of the United Kingdom) by way of a loan a sum not exceeding £1,128,000 (one million one hundred and twenty-eight thousand pounds sterling) for the purpose of providing financial assistance to the Administración Postal Nacional (ADPOSTAL) towards the equipment of three central sorting offices in the cities of Bogotá, Medellín and Cali and for the services of the British Postal Consultancy Service (BPCS) in connection with the design of the offices, selection of equipment and supervision of its installation. For the purpose of this part "equipment" includes free standing equipment and motor vehicles.

B. (1) The Government of the United Kingdom shall adopt the arrangements and procedures described in the following paragraphs of this Note in so far as they relate to things to be done by or on behalf of that Government. The Government of Colombia shall adopt the arrangements and procedures so described in so far as they relate to things to be done by or on behalf of that Government.

(2) (a) For the purposes of these arrangements the Government of Colombia shall, by a request in the form set out in annex A to this Note, open a special account (hereinafter referred to as "the Account") with the Crown Agents for Oversea Governments and Ad-

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<sup>1</sup> Came into force on 14 August 1973, the date of the signing on behalf of the Presidency of the Republic of Colombia, in accordance with the provisions thereof.

ministrations, 4 Millbank, London, S.W.1 (hereinafter referred to as “the Crown Agents”). The Account shall be operated in accordance with the instructions contained in the said request.

(b) As soon as the Account is opened and before taking any other step required by these arrangements for obtaining any part of the loan, the Government of Colombia shall furnish the Government of the United Kingdom with a copy of their instructions to the Crown Agents given in accordance with the provisions of subparagraph (a). The Government of Colombia, or the Crown Agents on their behalf, shall at the same time, and so often as any change is made therein, notify the Government of the United Kingdom of the names of the officers who are duly authorised to sign on its behalf the Requests for Drawing hereinafter provided and shall furnish a specimen signature in duplicate for each such officer.

(3) Save to the extent (if any) to which the Government of the United Kingdom may otherwise agree, drawings from the loan shall be used only:

(a) For payments under a contract for the purchase in the United Kingdom (which expression in this note shall be deemed to include the Channel Islands and the Isle of Man) of goods wholly produced or manufactured in the United Kingdom or for work to be done or for services to be rendered by persons ordinarily resident or carrying on business in the United Kingdom (the British Postal Consultancy Service being regarded as such a person for the purposes of this Agreement) or for two or more of such purposes, being a contract which:

(i) provides for payment in sterling to persons carrying on business in the United Kingdom; and

(ii) is approved on behalf of the Government of Colombia and accepted by the Crown Agents acting on behalf of the Government of the United Kingdom for financing from the loan; and

(iii) is a contract entered into after the date of this note;

(b) For payment of charges and commissions due to the Crown Agents in respect of their services on behalf of the Government of Colombia in connection with this loan.

(4) Where the Government of Colombia proposes that part of the loan shall be applied to a contract, that Government shall ensure that the Crown Agents acting on their behalf obtain at the earliest opportunity:

(i) a copy of the contract, or of a notification in the form set out in annex B to this note; and

(ii) two copies of a certificate from the United Kingdom contractor concerned in the form set out in annex C to this note.

(5) (a) After the Crown Agents acting on behalf of the Government of the United Kingdom have considered the documents obtained in pursuance of the procedure described in the foregoing provisions of this note, they shall decide whether and to what extent a contract is eligible for payment from the loan.

(b) To the extent that the Crown Agents acting on behalf of the Government of the United Kingdom so accept a contract or transaction and agree to payment from the Account, the Government of the United Kingdom shall, on receipt of a request from the Crown Agents acting on behalf of the Government of Colombia, in the form set out in annex D to this note, make payments in sterling into the Account, and each such payment shall constitute a drawing on the loan.

(c) Unless the Government of the United Kingdom otherwise agrees payments into the Account shall not be made after 28 May 1976.

(6) Withdrawals from the Account shall be made only in the manner and subject to the conditions set out in this paragraph:

(a) For payments due under a contract to which paragraph B (3) (a) above refers, withdrawals shall be made only on receipt by the Crown Agents of Payment Certificates from the contractors concerned, in the form shown in annex E to this note and the invoices (or a photocopy or duplicates of such invoices) referred to therein.

(b) For payments to which paragraph B (3) (b) above refers the Crown Agents shall debit the Account.

(7) If any monies that have been paid out of the Account are subsequently refunded either by the Contractor or by a guarantor the Government of Colombia shall, so long as there are payments to be made from the Account, pay an equivalent of such sums into the Account, and in any other case apply their funds to the reduction of the loan.

(8) The Government of Colombia shall repay to the Government of the United Kingdom in pounds sterling in London the total sum borrowed under the arrangements set out in this note, such repayment to be made by instalments paid on the dates and in the amounts specified below; except that if, on the date when any such instalment is due to be paid, there is then outstanding less than the amount specified for that instalment, only the amount then outstanding shall be paid; and also provided that if the total sum drawn is less than £1,028,000 sterling the instalments shall be recalculated proportionately over the same repayment period and shall be notified by the Government of the United Kingdom as soon as possible to the Government of Colombia:

#### INSTALMENTS

<i>Date due</i>	<i>Amount £</i>
28 November 1977 and on 28 November in each of the succeeding 20 years	26,900
28 May 1978 and on 28 May in each of the succeeding 19 years .....	26,900
28 May 1998 .....	25,100

(9) The Government of Colombia shall pay to the Government of the United Kingdom in pounds sterling in London interest on drawings from the loan in accordance with this paragraph:

- (a) The rate of interest in respect of each drawing shall be three per cent per annum.
- (b) Interest shall be calculated on a day-to-day basis on the balance of the loan for the time being outstanding.
- (c) The first payment of accrued interest shall be made on 28 November 1973 and subsequent payments shall be made on 28 May 1974 and thereafter on 28 November and 28 May in each year, save that if no drawing has been made by 28 November 1973 interest will only be payable from the 28 May or 28 November next following the first drawing.

(10) Notwithstanding the provisions of paragraph (8) above, the Government of Colombia shall be free at any earlier time to repay to the Government of the United Kingdom in pounds sterling in London the whole or any part of the loan that is still outstanding, together with the accrued interest thereon calculated as in paragraph (9) above up to the date of payment.

2. If the foregoing is acceptable to the Government of the Republic of Colombia, I have the honour to propose that the present note together with Your Excellencies' reply in that sense shall constitute an agreement between the two Governments which shall enter into force on the date of the signing on behalf of the Presidency of the Republic of Colombia, and the Agreement shall be referred to as the United Kingdom/Colombia Loan No. 2 1973.

I avail myself of this opportunity to renew to Your Excellencies the assurances of my highest consideration.

COLIN McLEAN

## ANNEX A

To: The Crown Agents for Oversea  
Governments and Administrations  
4 Millbank  
London, S.W.1

Dear Sir,

*United Kingdom/Colombia Loan No. 2 1973*

1. I confirm your appointment as agents of the Government of Colombia (hereinafter referred to as "the Government") and request you to open an account in the name of the Administración Postal Nacional (ADPOSTAL) as agents of the Government, to be styled the United Kingdom/Colombia Loan No. 2 1973 Account (hereinafter called "the Account"), and to make payments from it.

2. Payments into the Account will be made from time to time by the Government of the United Kingdom on receipt of requests in the form shown in Annex D to the United Kingdom/Colombia Loan Agreement No. 2 1973 (a copy of which is attached hereto) and which you are hereby authorised to present on behalf of the Government. It is possible that, as a result of refunds becoming due from contractors, payments into the Account will also be made by the Government itself.

3. Payments from the Account are to be made only in respect of the amounts falling due under the contracts described in Part B, paragraphs (3) (a) and (b) of the above-mentioned Loan and in the manner and subject to the conditions described in that Loan.

4. You are to send to the Government of the United Kingdom specimen signatures of the officers of the Crown Agents authorised to sign Requests for Drawing on behalf of the Government.

5. Your charges and commissions for acting as our agents in connection with this loan shall be chargeable to the Account.

6. A copy of this letter has been sent to the Government of the United Kingdom.

Yours faithfully,

## ANNEX B

UNITED KINGDOM/COLOMBIA LOAN NO. 2 1973

*NOTIFICATION OF CONTRACT*

To: The Government of the United Kingdom

Notification of Contract No. ....

The following are details of a contract under which it is proposed that payments shall be made in accordance with the terms and conditions of the above Loan.

1. Name and Address of United Kingdom Contractor:
2. Date of Contract:
3. Name of Purchaser:
4. Short description of goods:  
and/or works or services:
5. Value of Contract: £
6. Terms of Payment:

Date .....

.....  
Signed on behalf of the Government  
of Colombia

## ANNEX C

## UNITED KINGDOM/COLOMBIA LOAN No. 2 1973

Acceptance No. ....

**CONTRACT CERTIFICATE***Particulars of Contract*

1. Date of Contract ..... 2. Contract No. ....

3. Description of goods or services to be supplied to the purchaser .....

*If a number of items are to be supplied, a detailed list should be appended to this certificate.*

4. Total contract price payable by purchaser (state CIF, C &amp; F or FOB)£ .....

*If goods are to be supplied to following sections must be completed.*

If the contractor is exporting agent only, the information requested should be obtained from manufacturer.

5. Estimated % of the FOB value of the goods *not* originating in the United Kingdom, but purchased by the contractor directly from abroad, *i.e.* % of imported raw material or components used to manufacture:

(a) % FOB value .....

(b) Description of items and brief specifications .....

6. If any raw material or components used originated from abroad, *e.g.* copper, asbestos, cotton, wood pulp, etc., but have been purchased in the United Kingdom by the Contractor for this contract, specify:

(a) % FOB value .....

(b) Description of items and brief specifications .....

*If services are to be supplied, the following section should also be completed.*

7. State the estimated value of any work to be done or services performed in the purchaser's country by:

(a) Your firm (site engineers's charges, etc.) .....

(b) Local contractor .....

8. Qualifying remarks as necessary in respect of paragraph 5, 6 or 7 above .....

9. I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate. I hereby undertake that in performance of the contract no goods or services which are not of United Kingdom origin will be supplied by the Contractor other than those specified in paragraphs 5, 6, 7 and 8 above.

Signed .....

Position held .....

Name and Address of Contractor .....

Date .....

NOTE: For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

Contractors should note that goods should not be manufactured until acceptance has been notified.

FOR OFFICIAL USE ONLY

Name or number of Project .....

Amount committed	Date of entry	Acceptance		Payments			
		Date	Initials	Date	Amount	PA No.	Initials
£							

ANNEX D

UNITED KINGDOM/COLOMBIA LOAN No. 2 1973

D.F. No. ....

Please pay the sum of £ .....to the United Kingdom/Colombia Loan No. 2 1973 Account at the Crown Agents. This sum shall, on payment into the Account, constitute a drawing on the Loan.

The balance in hand is £ .....

.....  
For the Crown Agents acting on behalf of the Government of Colombia

Funding approved .....ODA

ANNEX E

UNITED KINGDOM/COLOMBIA LOAN No. 2 1973

PAYMENT CERTIFICATE

I hereby certify that

(i) The payments referred to in the invoices listed below, which or copies of which accompany this payment certificate, fall due and are due to be made in respect of Contract No. .... dated ..... between the contractor named below ..... and (Purchaser) .....and are in accordance with the particulars of this contract notified in the contract certificate signed on behalf of the said contractor on .....

Contractor's Invoice No.	Date	Amount £	Short description of goods, works and/or services

(ii) The amounts specified in paragraph (i) do not include any additional foreign content to that declared in paragraphs 5, 6 or 7 of the contract certificate.

(iii) I have the authority to sign this certificate on behalf of the Contractor named below.

Signed .....  
 Position held .....  
 For and on behalf of .....  
 Name and Address of Contractor .....  
 Date .....

NOTE: For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

## II

[SPANISH TEXT — TEXTE ESPAGNOL]

Bogotá, 28 de Mayo de 1973

Su Excelencia:

Nos es grato acusar recibo de su comunicación del 28 de Mayo de 1973, en relación con el Empréstito que proporciona ayuda financiera a la Administración Postal Nacional (ADPOSTAL), para la compra de equipo con destino a tres oficinas Centrales de Clasificación para las ciudades de Bogotá, Medellín y Cali, que se ha venido gestionando entre el Gobierno de Colombia y el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte, en los términos que a continuación se expresan:

A. El Gobierno del Reino Unido declara que tiene intenciones de poner a la disposición del Gobierno de Colombia (actuando por intermedio de los Agentes que notifique en nota separada al Gobierno del Reino Unido), a manera de un empréstito, una suma que no ha de exceder de 1'128.000 Libras esterlinas (Un millón ciento veintiocho mil libras esterlinas), para la finalidad de proporcionar ayuda financiera a la Administración Postal Nacional (ADPOSTAL) para el equipo de tres oficinas Centrales de Distribución en las ciudades de Bogotá, Medellín y Cali, y para los servicios de la British Postal Consultancy Service (Servicio Postal Británico de Consulta) (BPCS) en relación con el diseño de las oficinas, selección de equipo y supervisión de su instalación. Para la finalidad de esta parte, «equipo» incluye vehículos motores y equipo permanente libre.

B. (1) El Gobierno del Reino Unido adoptará los arreglos y procedimientos descritos en los siguientes párrafos de esta nota, hasta donde ellos se refieran a cosas que deban hacerse por ese Gobierno o en representación de ese Gobierno.

El Gobierno de Colombia deberá adoptar los arreglos y procedimientos así descritos hasta donde ellos se refieran a cosas que deban hacerse por ese Gobierno o en representación de ese Gobierno.

(2) (a) Para las finalidades de estos arreglos el Gobierno de Colombia deberá, mediante una solicitud en la forma expuesta en el Anexo A de esta nota, abrir una cuenta especial (llamada en adelante en el presente «La Cuenta») con los Agentes de la Corona para Administraciones y Gobiernos en Ultramar, domiciliados en 4 Millbank, Londres, S.W.1 (llamados en adelante en el presente «Los Agentes de la Corona»). La cuenta deberá ser puesta en funcionamiento de acuerdo con las instrucciones contenidas en dicha solicitud.

(b) Tan pronto como la cuenta se abra y antes de tomar cualquier otra medida exigida por estos acuerdos para obtener cualquier parte del empréstito, el Gobierno de Colombia deberá suministrarle al Gobierno del Reino Unido una copia de sus instrucciones a los Agentes de la Corona, dada de acuerdo con las disposiciones del Subpárrafo (a). El



[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

*The Minister of Finance and Public Credit and the Minister of Communications  
of Colombia to the British Chargé d'Affaires at Bogotá*

Bogotá 28, May 1973

Your Excellency,

We are pleased to acknowledge receipt of your communication of 28 May 1973 regarding the loan to provide financial assistance to the National Postal Administration (ADPOSTAL) for the purchase of equipment for three central sorting offices in the cities of Bogotá, Medellín and Cali which has been under negotiation between the Government of Colombia and the Government of the United Kingdom of Great Britain and Northern Ireland in the following terms:

[See note I]

The foregoing terms are accepted by the Government of Colombia and therefore this Note of reply, as well as that sent by Your Excellency together with the Annexes, are considered by the Government of Colombia as an Agreement between the two Governments, which shall be known as the Colombia/United Kingdom Loan No. 2 1973.

LUIS F. ECHAVARRÍA  
Minister of Finance and Public Credit

HUMBERTO AZCÁRTE CRESPO  
Director General  
National Postal Administration  
Witness

REPUBLIC OF COLOMBIA  
COUNCIL OF MINISTERS  
Bogotá, 13 July 1973

In today's session the Council of Ministers declared itself in favour of the preceding contract.

The Secretary  
G. TASCÓN

CARLOS HOLGUÍN S  
Minister of Communications

LUIS PALAU RIVAS  
Director, Public Credit  
Witness

PRESIDENCY OF THE REPUBLIC  
*Approved*  
Bogotá, D.E., 14 Aug. 1973

M. PASTRANA BORRERO  
President of the Republic

[Annexes as under note I]

<sup>1</sup> Translation supplied by the Government of the United Kingdom.

<sup>2</sup> Traduction fournie par le Gouvernement du Royaume-Uni.