

**No. 21183**

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

**Exchange of notes constituting an agreement concerning a  
loan by the Government of the United Kingdom to the  
Government of Colombia (with appendices). Bogotá,  
16 December 1981**

*Authentic texts: English and Spanish.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on  
27 July 1982.*

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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 du  
Gouvernement du Royaume-Uni au Gouvernement co-  
lombien (avec annexes). Bogotá, 16 décembre 1981**

*Textes authentiques : anglais et espagnol.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le  
27 juillet 1982.*

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 LOAN BY THE GOVERNMENT  
OF THE UNITED KINGDOM TO THE GOVERNMENT OF  
COLOMBIA

I

*Her Majesty's Ambassador at Bogotá to the Minister of Finance  
and Public Credit of Colombia*

BRITISH EMBASSY  
BOGOTÁ

16 December 1981

Your Excellency,

*United Kingdom/Colombia Loan (No. 1) 1981*

1. I have the honour to inform you that it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the Government of the United Kingdom") to make available to the Government of the Republic of Colombia (hereinafter referred to as "the Government of Colombia") by way of a loan a sum not exceeding £300,000 (three hundred thousand pounds sterling) (hereinafter referred to as "the loan") to be allocated towards the cost of machinery, equipment, material and associated services for emergency bridges of fabricated steel unit construction (Callender Hamilton Bridges) to be supplied to the Ministry of Public Works and Transport of Colombia (hereinafter referred to as the "Ministry of Works") by Balfour Beatty Power Construction Limited (hereinafter referred to as "the Contractor") under a contract to be signed on 18 December 1981 between the Ministry of Works and the Contractor (hereinafter referred to as "the Contract") and certain charges and commissions payable to the Crown Agents for Oversea Governments and Administrations (hereinafter referred to as "the Crown Agents").

2. 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, or to matters under the control 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, or to matters under the control of, that Government.

3. Subject to paragraph 7 of this Note, drawings from the loan to a total sum not exceeding £281,000 (two hundred and eighty-one thousand pounds sterling) shall be applied to payments to the Contractor which shall become due and payable as follows:

- |  |          |
|--|----------|
| (i) On the coming into operation of this Note . . . . .                  | £148,879 |
| (ii) Two months after the coming into operation of this Note . . . . .   | £11,328  |
| (iii) Four months after the coming into operation of this Note . . . . . | £28,042  |

<sup>1</sup> Came into force on 18 December 1981, following the signature of the related commercial contract, in accordance with the provisions of the said notes.

(iv) Six months after coming into operation of this Note . . . . .	£37,437
(v) Nine months after the coming into operation of this Note . . . . .	£49,720
(vi) Eighteen months after the coming into operation of this Note . . . . .	£5,594

#### INITIAL PROCEDURES

4. For the purposes of these arrangements, the Government of Colombia shall, by a request in the form shown in appendix A to this Note, open a special account (hereinafter referred to as "the Account") with the Crown Agents. The Account shall be operated solely for the purposes of the loan and in accordance with the instructions contained in the request.

5. As soon as the Account is opened, and before taking any other steps 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 paragraph 4 of this Note. The Crown Agents, acting on behalf of the Government of Colombia, shall, at the same time and as often as any change is made therein, notify the Government of the United Kingdom of the name of the officers of the Crown Agents who are duly authorised to sign on its behalf the Request for Drawing in the form shown in appendix B to this Note and shall furnish a specimen signature in duplicate of each such officer.

6. To the extent that the Crown Agents, acting on behalf of the Government of the United Kingdom, accept

- (a) A request from the Contractor for a payment in accordance with paragraph 3 of this Note; or
- (b) Reimbursement of charges incurred by the Government of Colombia under section B of paragraph 7 of this Note,

the Government of the United Kingdom shall, on receipt of the request from the Crown Agents, acting on behalf of the Government of Colombia in the form set out in appendix B to this Note, make payments in sterling into the Account and each such payment shall constitute a drawing on the loan.

7. Save to the extent (if any) to which the Government of the United Kingdom may otherwise agree, drawings from the loan shall only be used as provided in paragraph 3 of this Note and in accordance with the provisions of sections A and B of this paragraph.

#### *Section A*

Before any payments are made the Government of Colombia shall ensure that the Crown Agents, acting on their behalf, receive copies of the Contract from the Contractor. For the payments due under paragraph 3 of this Note withdrawals from the Account shall be made on receipt by the Crown Agents from the Contractor of a United Kingdom Payment Certificate in the form shown in appendix C to this Note and a bankers guarantee to cover any sums which are required by the Contract to be paid in advance of the despatch of the goods for which such sums represent payment.

#### *Section B*

For payment of sterling charges and commissions payable in the United Kingdom to the Crown Agents in respect of their services on behalf of the Government of Colombia in connection with the loan, which shall not exceed 19,000 pounds sterling, the Crown Agents shall debit the Account for these payments and shall inform the Government of Colombia of the amounts so debited.

#### PAYMENTS INTO AND FROM THE ACCOUNT

8. Unless the Government of the United Kingdom otherwise agree, payments into the Account shall not be made after 1 July 1983.

9. If any monies that have been paid out of the Account are subsequently refunded to the Ministry of Works or to the Government of Colombia either by the Contractor or by a Guarantor, the Government of Colombia shall pay the equivalent in sterling of such sums into the Account.

10. Any balance remaining in the Account six months after the date of the last credit to the Account in accordance with paragraph 8 of this Note shall be remitted to the Government of the United Kingdom.

11. The Government of Colombia shall ensure the provision of such finance additional to the loan as may be needed to complete the project.

12. In the event of any of the goods and services to be provided under the Contract not being so provided the Government of the United Kingdom shall have the right to recover forthwith from the Government of Colombia any sum paid out of the loan in excess of 29.644% of the value of goods and services which have been provided.

13. The Government of Colombia shall ensure that the Ministry of Works permit officers and other servants or agents of the Government of the United Kingdom to visit the project sites for which any part of the loan is allocated and shall furnish such information as regards the project, its progress and financing as they may require.

14. The Government of Colombia shall repay to the Government of the United Kingdom in pounds sterling in London the total sum borrowed under the loan. The repayments shall be made in 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 need be paid:

<i>Date due</i>	<i>Amount</i>
18 November 1988 and 18 November of each year thereafter until 18 November 2005 . .	£8,400
18 May 1989 and 18 May of each year thereafter until 18 May 2005 . . . . .	£8,400
18 May 2005 . . . . .	£5,000

Notwithstanding these provisions, the Government of Colombia shall be free to repay at any earlier time to the Government of the United Kingdom in pounds sterling in London any amount of the loan that is outstanding, without the imposition by the Government of the United Kingdom of any premium, fine or any additional cost.

15. The Government of Colombia shall inform the Government of the United Kingdom, not less than three months before the first instalment becomes due under the provisions of paragraph 14 of this Note, of the name and address of the agent in London through whom repayments shall be made. At the same time a standing authority shall be issued to the agent to make payments of the amounts in pounds sterling on the dates specified in paragraph 14 of this Note, and a copy of the authority shall be sent to the Government of the United Kingdom.

16. If the above proposals are acceptable to the Government of Colombia I have the honour to propose that this Note and its appendices, together with Your Excellency's reply in that sense, shall constitute an agreement between the Government of the United Kingdom and the Government of Colombia which shall enter into force following the signature of the commercial contract and shall be known as the United Kingdom/Colombia Loan (No. 1) 1981.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

K. J. UFFEN

## APPENDIX A

## GOVERNMENT OF THE REPUBLIC OF COLOMBIA

The Crown Agents for Oversea Governments  
and Administrations  
4 Millbank  
London, SW1P 3JD

Dear Sirs,

*United Kingdom/Colombia Loan (No. 1) 1981*

1. I confirm your appointment as agents of the Government of the Republic of Colombia (hereinafter called "the Government") in connection with the management in the United Kingdom of the above-mentioned Loan which is for a sum not exceeding three hundred thousand pounds sterling.

2. I have to ask you on behalf of the Government to open a Special Account in the name of the Government to be described as United Kingdom/Colombia Loan (No. 1) 1981 Account (hereinafter called "the Account").

3. 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 appendix B to the Exchange of Notes between the Government of the United Kingdom and the Government of Colombia dated (a copy of which is attached hereto) and which you are authorised to present on behalf of the Government. The amount of the Loan to be drawn on any one occasion will be sufficient, together with any balance which may be available in the Account, to cover the payments properly due from the Loan in accordance with paragraphs 3 and 7 of the Exchange of Notes. It is possible that, as a result of refunds referred to in paragraph 9 of the Exchange of Notes paid by the Contractor or a Guarantor to the Government or to the Ministry of Works, payments into the Account will also be made by the Government themselves.

4. Payments from the Account are to be made only in respect of the amounts falling due under the provisions of paragraphs 3 and 7 of the Exchange of Notes and in the manner and subject to the conditions described in paragraph 7 of the Exchange of Notes.

5. You are to send the Government at the end of each month a detailed statement showing all debits and credits to the Account.

6. 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.

7. Your charges and commissions for acting as our agents in connection with the Loan shall not exceed 19,000 pounds sterling and shall be chargeable to the Account.

8. A copy of this letter has been addressed to the Government of the United Kingdom.

Yours faithfully,

## APPENDIX B

UNITED KINGDOM/COLOMBIA LOAN (No. 1) 1981

*REQUEST FOR DRAWING*

Crown Agents for Oversea Governments  
and Administrations  
4 Millbank  
London, SW1P 3JD

D. F. No.

Dear Sirs,

Please pay the sum of £ . . . . . to the United Kingdom/Colombia Loan (No. 1) 1981 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 on behalf  
of the Government of Colombia

Funding approved . . . . . ODA

To: Finance Department  
Overseas Development Administration  
Foreign and Commonwealth Office  
Eland House  
Stag Place  
London, SW1E 5DH

cc: Government of Colombia

## APPENDIX C

Crown Agents Reqn: No.  
Supplies Contract Ref.

*UNITED KINGDOM PAYMENT CERTIFICATE*

I hereby certify that

(1) 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. . . . . between Balfour Beatty Power Construction Limited and the Ministry of Public Works and Transport—Fondo Vial Nacional.

<i>Date</i>	<i>Amount</i> £	<i>Short description of goods, works and/or services</i>
Balfour Beatty Power Construction Invoice No. Bill of Lading and Insurance Certificate		

(2) Estoy facultado para firmar el presente certificado en nombre y representación de Balfour Beatty Power Construction Limited.

Firmado .....  
Cargo .....

A nombre y en representación  
de Balfour Beatty Power  
Construction Limited  
7 Mayday Road  
Thornton Heath  
Surrey, CR4 7XA

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

*The Minister of Finance and Public Credit of Colombia  
to Her Majesty's Ambassador at Bogotá*

Bogotá, 16 December 1981

Most Excellent Ambassador,

I have the honour to acknowledge receipt and to signify the acceptance by the Government of the Republic of Colombia of Your Excellency's Note of today's date, which reads as follows:

[*See note I*]

Your Excellency's Note and its annexes, together with this reply, constitute a Loan Agreement between the Government of Colombia and the Government of the United Kingdom which will enter into force following the signature of the commercial contract and shall be known as the United Kingdom/Colombia Loan (No. 1) 1981.

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

EDUARDO WIESNER D.

[*Annexes as under note I*]

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

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