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INSTITUTO HONDUREÑO  
DE TURISMO  
IHT

**INSTITUTO HONDUREÑO DE TURISMO**

Tegucigalpa, M.D.C., 28 de Julio de 2016

|                              |                             |                 |
|------------------------------|-----------------------------|-----------------|
| ORDEN DE COMPRA NO. 328-2016 | No. de Solicitud de Compra: | 002-CM-IHT-2016 |
|                              | F-01 No. Precompromiso:     | 2150            |
|                              | F-01 No. Compromiso:        | 01              |

SEÑORES: BLUSKY MARKETING  
 DIRECION: BLUE SKY MARKETING, LTD 24 CHURCH STREET, BRAUNSTON, RUTLAND, LE15 8QT, UNITED KINGDOM  
 TELEFONO: 1572420012  
 RTN: GB177911183

**SIRVASE ENTREGAR LOS ARTICULOS O PRESTAR LOS SERVICIOS INDICADOS EN ESTE DOCUMENTO**

| CLASE DE GASTO | OBJETO DEL GASTO | FUENTE FINANCIERA | CODIGO GERENCIAL | ESTRUCTURA PROGRAMATICA |          |              |          | CANTIDAD | DESCRIPCION  | PRECIO POR UNIDAD | IMPUESTO   | TOTAL      |
|----------------|------------------|-------------------|------------------|-------------------------|----------|--------------|----------|----------|--|-------------------|------------|------------|
|                |                  |                   |                  | UNIDAD EJECUTORA        | PROGRAMA | SUB-PROGRAMA | PROYECTO |          |  |                   |            |            |
| 3              | 25600            | 11                | 106              | 012                     | 11       | 00           | 00       | 002      | <b>PUBLICIDAD Y PROPAGANDA</b><br>Contratacion para montaje y desmontaje de decoracion de Stand de Honduras para participacion en la feria British Birdwatching Fair a realizarse en Rutland Water, Inglaterra, duamte los días 19, al 21 de Agosto del 2016. El espacio es un Stand de 2 unidades basicas (siendo 20FT de frente con 12 FT de fondo)<br>*****U. L.***** | £ 7,893.18        | £ 2,631.06 | £10,524.24 |

|   |                     |             |
|---|---------------------|-------------|
| OBSERVACIONES: Contratacion de construccion, montaje y desmontaje de decoracion de Stand de Honduras para participar en la Feria Honduras para participacion en la feria British Birdwatching Fair 2016 . | SUB TOTAL           | £ 7,893.18  |
|   | 15% ISV             |             |
|   | 10% de Servicio     |             |
|   | ISR (12.5% o 25.0%) | £ 2,631.06  |
| VALOR EN LETRAS: DIEZ MIL QUINIENTOS VEINTICUATRO CON 24/100 LIBRAS ESTERLINAS  | TOTAL               | £ 10,524.24 |

**CONDICIONES DE ENTREGA Y PAGO**

LUGAR DE ENTREGA: Londres  
 TIEMPO DE ENTREGA: 19 de Agosto 2016  
 FORMA DE PAGO: Contado y el pago se hará en Libras Esterlinas, mediante transferencia bancaria.

|                                 |                      |   |                      |
|---------------------------------|----------------------|---|----------------------|
| ELABORADO UNIDAD DE COMPRAS:    |                      | APROBADO UNIDAD DE COMPRAS:                       |                      |
| Firma                           | <i>Dilcia Mendez</i> | Firma   | <i>[Signature]</i>   |
| Fecha                           | <u>28/07/2016</u>    | Fecha   | <u>28 Julio 2016</u> |
| REVISADO UNIDAD DE PRESUPUESTO: |                      | AUTORIZADO GERENCIA DE FINANZAS Y ADMINISTRACION: |                      |
| Firma                           | <i>[Signature]</i>   | Firma   | <i>[Signature]</i>   |
| Fecha                           | <u>11/08/16</u>      | Fecha   | <u>01/08/16</u>      |

Para la cancelación de esta orden, adjúntese factura y recibo original, copia constancia beneficiario SIAFI



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# INVOICE

Status: Not Paid  
Date: 21/07/2016  
INVOICE No. BSM117-046

TO Emilio Silvestri  
Instituto Hondureno de Turismo  
Edificio Europa  
Colonia San Carlos  
Tegucigalpa  
Honduras

| Consultant   | Job   | Payment Terms | Due Date   |
|--------------|---|---------------|------------|
| Katie Larsen | BSMQ17-044 - Instituto Hondureno de Turismo Birdfair 2016 Support | Net 15        | 05/08/2016 |

| Description  | Qty. | Unit Price      | Disc. | Line Total | VAT Rate | VAT Amount        |
|--|------|-----------------|-------|------------|----------|-------------------|
| Progress invoice 100 percent of sales quote BSMQ17-044 |      |                 |       | £10,524.24 |          | £0.00             |
|  |      | Total Discount: | £0.00 |            |          |                   |
| <b>Total:</b>  |      |                 |       |            |          | <b>£10,524.24</b> |
| <b>Payments:</b>                                       |      |                 |       |            |          | <b>£0.00</b>      |
| <b>Balance Due:</b>                                    |      |                 |       |            |          | <b>£10,524.24</b> |

**Please note:**

- All bank charges for receipt of international payments to be paid by the Client, and net fee to be paid to BluSky Marketing as per approved quote amount
- It is the responsibility of the Client to ensure payment is made into the correct BluSky Marketing Bank Account details as listed below

**Bank Details:** Bank Name: Barclays Bank | **Account Name:** BluSky Marketing Ltd | **Acc:** 33904245 | **Sort Code:** 20-49-08

**Swift Code:** BARCGB22 or **IBAN:** GB81 BARC 2049 0833 9042 45

**Bank Address:** Barclays Bank PLC, Leicester, LE87 2BB, United Kingdom

BluSky Marketing Ltd 24 Church Street, Braunston, Rutland, LE15 8QT, United Kingdom

T: +44 (0)1672 420 012 E: [info@bluskymarketing.com](mailto:info@bluskymarketing.com) W: [www.bluskymarketing.com](http://www.bluskymarketing.com) Company No: 8787892 VAT Registration No: 177911183



for a fluid approach to marketing

# QUOTE

Date: 14/07/2016  
QUOTE No. BSMQ17-044

TO

Emilio Silvestri  
Instituto Hondureno de Turismo  
Edificio Europa  
Colonia San Carlos  
Tegucigalpa  
Honduras

| Contact      | Job   |
|--------------|---|
| Katie Larsen | BSMQ17-044 - Instituto Hondureno de Turismo Birdfair 2016 Support |

| Description  | Qty. | Unit Price        |
|--|------|-------------------|
| Bespoke Stand Design & Build - Double stand (20ftw x 12ftd) - 2500mm Non Standard Height - L Shape Design + New 2016 Design* | 1    | £7,478.64         |
| Front Counter (incl. storage area) - Single - (1200mmW x 1100mmH x 500mmD)*  | 4    | £1,913.60         |
| Lexi Stool Hire (JD68S) - (H670-880 W380 D390) - Transparent**   | 4    | £313.60           |
| Exotic or Native Plants (incl. pots) Per (to match design)   | 2    | £284.80           |
| 4mb Contended WiFi (4mps download 2mps upload) upto 15 devices   | 1    | £533.60           |
| <b>Total:</b>  |      | <b>£10,524.24</b> |

**Please Note:**

- Flooring, electricity and WiFi to be ordered and paid directly from Birdfair
- \* Bespoke Stand includes new 2016 design, build and removal, 2 tables, 6 chairs, 1 x L Shape Front Counter, 2 Stools, 42 inch TV wall mounted & DVD player, wood laminate flooring (ontop off stand Birdfair flooring), electricity per front counter. Price includes 15% discount on standard bespoke stand design and build due to L Shape and includes 25% tax retention required by Honduras Government.
- \*\*Additional requirements over and above standard Bespoke Stand Design & Build
- All equipment on site and its safe keeping to be the responsibility of the Client
- All ready to print artwork files to be received by BluSky Marketing by 15/07/2016, artwork received or changes to any artwork whatsoever after this date will incur a minimum of £150 + VAT penalty fee unless other agreed in writing
- All bank charges for receipt of international payments to be paid by the Client, and net fee to be paid to BluSky Marketing as per approved quote amount
- Please note, it is the responsibility of the Client to ensure payment is made into the BluSky Marketing Bank Account (details to be included within invoice)

Payment Terms: Net 15 | Prior to 15<sup>th</sup> August 2016

Approval of this quote confirms that you have read, understood and agreed to the BluSky Marketing Ltd Terms & Conditions of Business, which are stated on the reverse side of this quote, and therefore authorise BluSky Marketing Ltd to proceed accordingly. Please scan a copy of the approved quote and send to Katie Larsen (katie@bluskymarketing.com).

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

# BluSky Marketing Ltd

("BluSky Marketing")

## TERMS AND CONDITIONS OF BUSINESS

### 1. Basis of Agreement

- 1.1 Any agreement ("Agreement") by BluSky Marketing to supply Services ("Services") to the Client, unless otherwise agreed in writing by a director of BluSky Marketing and the Client, will include and comprise only these Terms and Conditions of Business.

### 2. Price

- 2.1 The Client will pay to BluSky Marketing the price ("Price") for the Services specified in any Agreement together with all third party expenses and disbursements incurred or paid by BluSky Marketing in the performance of the Services at cost plus 15% within 7 days of invoice, or such parts thereof as BluSky Marketing may progressively invoice.
- 2.2 BluSky Marketing may at any time prior to invoice in its sole discretion without pre-approval increase the Price by a maximum of 10% to reflect:
- (a) any alteration in or addition to the Services as requested by the client
  - (b) any interruptions or delays caused by any inadequate instructions of the Client; or
  - (c) any additional work arising from causes for which BluSky Marketing is not directly responsible.
  - (d) any assignment that requires any overnight stay by a consultant of BluSky Marketing will be charged at 20% of the said consultants contracted daily rate.
- 2.3 The minimum Service charge unit is 15 minutes at the BluSky Marketing consultants contracted daily rate.
- 2.4 The Price does not include VAT and when that tax becomes payable the Price will be adjusted to include the amount of that tax.

### 3. Performance

- 3.1 Any dates and times provided by BluSky Marketing for completing any stage or process forming part of the Services are estimates only. Time will not be of the essence in relation to the performance of the Services.
- 3.2 BluSky Marketing may suspend performance of its obligations under this Agreement if it reasonably believes that the Client will not make payment of any sum in accordance with the Agreement.

### 4. Moral Rights

- 4.1 The Client will:
- (a) accredit BluSky Marketing as the originator of the concepts in such manner as BluSky Marketing may require; and
  - (b) not alter the concepts in any manner without the prior written consent of BluSky Marketing.
- 4.2 Upon publication of the concepts BluSky Marketing may publicly claim accreditation and issue photographs and other material containing the concepts for promotion of its Services.

### 5. Termination

- 5.1 BluSky Marketing may terminate this Agreement immediately without affecting its accrued rights by written notice to the Client if:
- (a) the Client fails to remedy any breach by it of this Agreement within 10 days of BluSky Marketing notice to do so; or
  - (b) BluSky Marketing learns or believes upon reasonable grounds that the Client is or is about to become insolvent or unable to pay the Price or the Expenses in accordance with the Agreement or a receiver, administrator, liquidator or similar officer is appointed over or in respect of the Client or any of its assets or any distress or execution is levied against any of the Client's assets.
- 5.2 On termination of this Agreement for any reasons:
- (a) BluSky Marketing will be discharged from any further liability to perform the Agreement;
  - (b) the Client will immediately pay BluSky Marketing for all Services provided by BluSky Marketing prior to termination to a minimum value of 25% of the approved quote (non refundable deposit)

### 6. Limitation of liability

- 6.1 The Client is responsible to ensure immediately on receipt and in any event prior to production or other use that all artwork, concepts, proposals, samples, prototypes, models and other materials or data in whatever form supplied or proposed by BluSky Marketing is satisfactory in every respect for the Client's purposes.
- 6.2 To the extent permitted by law, all conditions and warranties concerning the Services (whether as to quality, outcome, fitness, care, skill or otherwise) expressed or implied by statute, common law, equity, trade, custom or usage or otherwise are expressly excluded. BluSky Marketing liability for breach of any warranty or express or implied condition of this Agreement, to the extent permitted by law, will be limited, at the option of BluSky, to
- (i) the supplying of the Services again; or
  - (ii) the payment of the cost of having the Services supplied again.

### 7. General

- 7.1 BluSky Marketing will not be liable in any way for any loss, damage or delay arising as a result of any event or circumstances beyond its reasonable control.
- 7.2 The Client will indemnify BluSky Marketing against all reasonable fees, costs and other expenses (including without limitation all legal costs) incurred by BluSky Marketing in enforcing these conditions.
- 7.3 These conditions and all other terms of the contract will be governed and construed in accordance with the laws of the courts of England and Wales and the parties submit to the non-exclusive jurisdiction of the English and Welsh courts of law.
- 7.4 If any provision of these terms and conditions is held to be invalid, unenforceable, illegal or void for any reason, these terms and conditions will remain otherwise in full force apart from such provision which will be deemed to be deleted.



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### DICTAMEN LEGAL

La Dirección Legal del Instituto Hondureño de Turismo, emite opinión Legal solicitada por la Unidad de Compras mediante Memorándum No. IHT-GFYA-COMPRAS-061-2016, solicita Dictamen Legal, con respecto a la contratación de la la empresa "BluSky Marketing" ya que son los proveedores exclusivos del evento y son los únicos encargados de la construcción, montaje y desmontaje de decoración de Stand de Honduras para la participación en la feria BIRD FAIR a realizarse en Rutland, Inglaterra, durante los días 19 al 21 de agosto; por lo que se nos solicita a fin de pronunciarnos si es procedente iniciar el proceso de contratación de la empresa BluSky Marketing mediante contratación Directa, vistos los argumentos presentados en el dictamen técnico en concordancia con la Ley de Contratación del Estado. Habiendo hecho un análisis profundo en base a las Disposiciones del Presupuesto de la República y la Ley de Contratación del Estado habiendo analizado el contenido se concluye lo siguiente:

**Primero:** La Gerencia de Mercadeo mediante informe técnico de fecha 16 de marzo de 2016 estableció lo siguiente:

"La empresa BluSky Marketing, brindara los servicios de decoración, producción, montaje y desmontaje del stand de Honduras a utilizar en la feria Birdfair a realizarse en la ciudad de Rutland, Inglaterra del 19 al 21 de agosto del presente año. Dicha empresa ha sido aprobada por este comité técnico, ya que la empresa BluSky Marketing es "el contratista" oficial designado por los organizadores de dicha feria, para la construcción de stands y modulares durante el desarrollo de la misma.

Asimismo dicha designación es debido a que reúnen con los siguientes criterios:

1. BluSky Marketing cuenta con una experiencia de más de 10 años en servicios y montajes para expositores de Congresos, Convenciones y Ferias Internacionales etc.
2. Desde que BluSky Marketing fue nombrado socio preferido de apoyo al expositor de Birdfair en 2009, ha apoyado orgullosamente a más de 90 clientes de la Feria durante los últimos 7 años.
3. La empresa cuenta con recursos propios de diseño, fabricación y producción que les permite ser resolutivos y competitivos en todo el proceso de gestión y desarrollo de su proyecto.





4. Experiencia de la empresa en el desarrollo de este tipo de proyectos. Implementando soluciones competitivas y creativas de marketing vinculados a los objetivos estratégicos de cada expositor o cliente.

5. Única empresa basada en Rutland, situada a menos de 6 millas del Parque Natural Egleton, por lo que debido a su ubicación estratégica permite la disminución de costos en lo relacionado a la decoración. Así mismo la empresa cuenta con disponibilidad inmediata para el montaje y desmontaje del stand; según requerimientos de los organizadores.

6. Prestigio de la empresa en el cumplimiento de los estándares de calidad solicitada por los organizadores para los servicios que brindan durante el desarrollo del evento.

Todo lo anterior es indispensable para lograr los objetivos que se pretenden alcanzar en la coordinación y promoción de los productos de la naturaleza y aviturismo en Birdfair 2016, en Rutland, Inglaterra.

**Segundo:** El Artículo 63 numeral 6) de la Ley de Contratación del Estado, establece que: *"Supuestos. La Contratación Directa podrá realizarse en los casos siguientes: 1)...2)...3)... 4)...5)...6) Cuando se trate de trabajos científicos, técnicos o artísticos especializados."*

**Tercero:** El Artículo 18 literales b) del Reglamentos de la Ley del Instituto Hondureño de Turismo, establece: *"La contratación directa procederá cuando: a)... b) Se requiera la ejecución de trabajos técnicos, artísticos y científicos especializados en los cuales el concepto artístico del diseño, conceptualización y producción es determinante."*

Consecuente con lo antes expuesto y en base al artículo 63 numeral 6) de la Ley de Contratación del Estado; artículo 18 literales b) del Reglamento de la Ley del Instituto Hondureño de Turismo; es del parecer que se proceda a la contratar la empresa **BlúSky Marketing** mediante proceso de **Contratación Directa** ya que esta cumple con los requisitos legales tipificados, para este tipo de contratación.



Tegucigalpa, M.D.C., 12 de julio de 2016.

**Alex E. Sanchez**  
Director Legal

**Said Lopez**  
Técnico Legal