

Ref. No.SAI/NSNIS/8WSCC/J&K/lodging-boarding-transport facilities/2021

**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS,
PATIALA**

E-TENDER

FOR

**Providing
Lodging, Boarding and Transport
facilities at Patiala
From 03-01-2022 to 23-02-2022**

SAI NS NIS, PATIALA

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Website: www.nsnis.org, <http://Sportsauthorityofindia.nic.in/> &
<http://eprocure.gov.in/eprocure/app>

Sports Authority of India
Netaji Subhas National Institute of Sports, Old Moti bagh,
PATIALA-147001

Telefax: +91-175- 2215289

Website: eprocure.gov.in/eprocure/app

E-Bidding Document for Providing Lodging, Boarding and Transport facilities to 118 sport persons from 03-01-2022 to 23-02-2022 at Patiala

INVITATION FOR ONLINE BIDS (IFB)

Sports Authority of India, NSNIS Patiala, for and on behalf of the Senior. Executive Director for providing Lodging, Boarding and transport facilities

1. The bid may be submitted on line only
 - a) The successful bidders have to deposit Performance Security @ Rs. 5% of the total value of services.

CRITICAL DATE SHEET

Tender Publish Date	15-12-2021
Bid Document Download	15-12-2021
Bid Submission Start Date	15-12-2021
Bid Submission End Date	24-12-2021
Finalization of Technical Bids	27-12-2021

2. Bidder may also download the Bidding Documents from the web site. CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>
3. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app> . Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
4. Tenderers who has downloaded the tender from the Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD/Bid Security would be forfeited and tenderer is liable to be banned from doing business with SAI.
5. Intending tenderers are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
6. Lodging, Boarding and transport facilities are required at Patiala from 03-10-2022 to 23-02-2022 for 118 sports persons. No's of candidates may decrease or increase
7. Only online bids will be considered. Off line bids will not be considered
8. Service providers from vicinity of Patiala Municipal Corporation will only be considered
9. SAI NS NIS Patiala reserves the right to cancel the bidding process any time without assigning any reason.

For and on behalf of
Sr. Sr.Executive Director
SAI NSNIS Patiala.

Chapter– I

GENERAL CONDITIONS OF CONTRACT (GCC)

Application

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under the relevant Sections and Technical Specifications of this document.

2. Performance Security

2.1 Within twenty one (21) days from date of the issue of Notification of Award by the purchaser, the service provider, shall furnish performance security to the Purchaser for due performance of the contract for an amount equal to five percent (05%) of the total value of the contract, valid up to sixty days beyond warranty period of 01 year from the date of acceptance of the goods by the consignee.

2.2 The Performance security shall be in Indian Rupees in form of Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document in favour of the purchaser.

2.3 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

3. Technical Specifications and Standards: Services to be provided by the service provider under this contract shall conform to the requirements mentioned in this document.

4. Inspection, Testing and Quality Control: Normally, the facilities are inspected & accepted by the Inspection Committee of the respective consignee against service providers own Inspection Certificate. In case of certain items, where inspection may be required at the firm's premises, following provision has been incorporated.

4.1 The Purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered services and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).

4.2 For such inspections and tests which are conducted in the premises of the service provider or its subcontractor(s), all reasonable facilities and assistance, including access to relevant documents details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

5.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

5.4 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.

5.5 The purchaser's/Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

5.6 Goods accepted by the purchaser/Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated in Tender.

6. Terms of Services

6.1 Services shall be provided by the service providers in accordance with the terms of delivery specified in the contract.

6.2 In the case of DDP Purchaser's / Consignee site Contract, the date of receipt of stores at Purchaser's / Consignee site shall be considered as the date of delivery.

7. Insurance

7.1 Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.

ii) The Insurance related to Terms & Conditions of Contract will be as per INCOTERMS.

8. Incidental services: "NOT APPLICABLE".

9. Prices Prices to be charged by the service provider for providing lodging, boarding and transport facilities in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract.

10. Taxes, Duties and Octroi

10.1 Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on finished product if stipulated in Contract shall be allowed to the extent of actual payment by the services provider.

10.2 Octroi Duty, Local Duties & Terminal Taxes etc.: Normally, services to be provided to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage/detention charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser reimburse the supplier and take other necessary action in the matter.

10.3 vehicles arranged by the service provider to ferry the sports persons shall be fully insured and having all safety measure for sports persons.

11. Terms and Mode of Payment

11.1 Payment Terms Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of Contract in the following manner: A) Payment for Domestic Goods or Goods of Foreign Origin located in India. Payment shall be made in Indian Rupees after receipt of 'Final Inspection and Acceptance Certificate' from the consignee.

11.2 The service provider shall not claim any interest on payments under the Contract.

11.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

11.4 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems.

12. Delay in the supplier's performance

12.1 The service provider shall deliver the services and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract.

12.2 Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of services and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of Liquidated Damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.

12.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

13. If the service provider fails to deliver any or all of the service or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed providing services and/or services until actual delivery or performance subject to a maximum of 10% of the contract price.

14. Termination for default

14.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to terms of tender.

14.2 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

15. Termination for insolvency

15.1 If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

16. Termination for convenience

16.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the service provider at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter alia, the extent to which the service provider's performance under the contract is terminated, and the date with effect from which such termination will become effective.

16.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide: a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or b) To cancel the remaining

portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

17. Fall Clause

- a) The Service provider undertakes that he has not provided/is not providing similar products/system or sub-systems to any department of Govt. of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private purchaser, domestic or foreign at a price lower than that offered in the present bid.
- b) If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the contract has already been concluded.
- c) Withholding and lien in respect of sums claimed Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

18. Resolution of disputes

18.1 If dispute or difference of any kind shall arise between the Purchaser and the service provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

18.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

18.3 In the case of a dispute or difference arising between the Purchaser and the Service provider relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Sr.Executive Director (A) (Sports Authority of India, NSNIS, Patiala). The award of the arbitrator will be final and binding on the parties to the Contract.

18.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Patiala, India only.

18.5 The Courts of Patiala, India will have the exclusive jurisdiction to try the disputes.

19. Applicable Law

19.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

20.Extension of Contract

20.1 The contract for services shall be extendable for one years, on mutual terms and conditions only with the approved firms.

DECLARATION

I have read the terms & conditions mentioned in the tender document and undertake to abide the same during the contractual period.

The information given in the technical bid by the undersigned is correct.

(SIGNATURE OF THE BIDDER)
With seal

Chapter-II SCHEDULE OF REQUIREMENTS

**Sports Authority of India
Netaji Subhas National Institute of Sports, Old Moti bagh,
PATIALA-147001**

Tender for Providing lodging, boarding and transport Facilities

TENTATIVE REQUIREMENT OF SERVICES

Sr.no.	Services	Tentative requirements
1.	Providing lodging facilities on sharing basis (three persons in one room) from 03-01-2022 to 23-02-2022	For 118 Sports persons on sharing basis
2.	Boarding facilities(Morning tea, Breakfast, Lunch, Dinner)	For 118 Sports persons
3.	Transport Facilities from hotel to NIS Patiala and Back Three times a day from 03-01-2022 to 23-02-2022	For 118 Sports persons

(SIGNATURE OF THE BIDDER)
With address and seal

Sports Authority of India
Netaji Subhas National Institute of Sports, Old Moti bagh,
PATIALA-147001

Chapter-III

TECHNICAL SPECIFICATIONS for PROVIDING LODGING, BOARDING
AND TRANSPORT FACILITIES

Sr. No.	Services	Technical Specifications/requirements
1.	Lodging Facilities	Lodging facilities to provided on sharing basis (3 persons) in one room with attached toilets, bedding, Pillow, bedsheets, Towels, Blankets, Bath facilities with hot water, cleaning of room and toilets every day
2.	Boarding Facilities	Boarding facilities to be provided as follows: Morning Tea:- One cup tea with 2 biscuits Breakfast:- (To be Served Hot) One glass milk 250 ml, two mix prantha, 2 eggs omlet or 2 boiled eggs, one banana (To be served Hot) Lunch:- (To be Served Hot) Chapati/Roti, rice, Dal, seasonal vegetable, curd, salad, potable drinking water Dinner: (To be Served Hot) -Chapati/Roti, rice, seasonal vegetable, chicken/mutton, salad, sweet dish, potable drinking water
3.	Transport Facilities	To and fro, Hotel-NIS Patiala-Hotel 3 times a day

(SIGNATURE OF THE BIDDER)

Envelope-“A”

**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS: PATIALA**

FOR PROVIDING LODGING, BOARDING AND TRANSPORT FACILITIES

TECHNICAL BID FORM

The following details / documents / certificate issued by the concerned Authority in respect of the bidder are required to be submitted:

1. Name of Firm / Agency/Hotel
.....
2. Registration Certificate
.....
3. Partnership/Proprietorship details
.....
4. Address of the firm/Agency/Hotel
.....
5. Telephone / Fax No. Email ID
.....
6. PAN Number (Attached photocopy)
.....
7. GST No. (Attach photocopy)
.....
8. Copies of ITR for the last 3years to be attached.....
9. Annual Turnover for last three years duly verified by recognized CA).....
.....
10. Experience in the line (mention number of year)
.....
11. Attach list of clients
.....
12. NEFT Details

NEFT/RTGS Details

- i) Bank Name.....
- ii) Place of Bank.....
- iii) A/C No.
- iv) IFS Code.....

(Name & signature of Bidder with seal)

Chapter-IV: PRICE SCHEDULE (Rates to be submitted on BOQ Excel Sheet)

**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS: PATIALA**

TENDER FOR PROVIDING LODGING, BOARDING AND TRANSPORT FACILITIES

FINANCIAL BID (To be submitted ONLINE only)

The Financial bid may be uploaded only Online through the Portal in Excel File. The financial Bid will be opened only after the Tenderer is qualified in the technical bid evaluation. **The rates as quoted in the Tender will be inclusive of all taxes levied in Patiala and no extra claim on this account will be entertained.**

Sr. No.	Services	Technical Specifications/requirements	Price to be quoted by service provider including GST Per candidate
1.	Lodging Facilities	Lodging facilities to provided on sharing basis (3 persons) in one room with attached toilets, bedding, Pillow, bedsheets, Towels, Blankets, Bath facilities with hot water, cleaning of room and toilets every day	Per candidate Rs.
2.	Boarding Facilities	Boarding facilities to be provided as follows: Morning Tea:- One cup tea with 2 biscuits Breakfast:- (To be Served Hot) One glass milk 250 ml, two mix prantha, 2 eggs omlet or 2 boiled eggs, one banana (To be served Hot) Lunch:- (To be Served Hot) Chapati/Roti, rice, Dal, seasonal vegetable, curd, salad, potable drinking water Dinner: (To be Served Hot) -Chapati/Roti, rice, seasonal vegetable, chicken/mutton, salad, sweet dish, potable drinking water	Per candidate Rs.
3.	Transport Facilities	To and fro, Hotel-NIS Patiala-Hotel 3 times a day	Per candidate Rs.

Name & Signature of Bidder with seal

CONTRACT AGREEMENT

Contract No _____ dated: _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
3. Service provider's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the service provider and the Purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Schedule of Requirements;
 - (iii) Technical Specifications;
 - (iv) Bid Form furnished by the supplier;
 - (v) Price Schedule(s) furnished by the supplier in its Bid;
 - (vi) Service providers' Authorisation Form (if applicable for this Bid);
 - (vii) Purchaser's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the services and services which shall be supplied/ provided by the service provider are as under: Schedule No. Brief description of services Accounting unit Unit Price Quantity to be provided Total price Terms of delivery Any other additional services (if applicable) and cost thereof: _____
Total value (in figure) _____ (In words) _____
 - (ii) Delivery schedules:
 - (iii) Details of Performance Security:
 - (iv) Consignee:
 - (v) Warranty Period:
 - (vi) Payment terms: _____

(Signature & Seal of purchaser's authorised official)
For and on behalf of Sr.Executive Director,
Sports Authority of India, NSNIS Patiala.

Received and accepted this contract _____

[Signature with date, name and designation] for and on behalf of
Messrs _____
[Name & address of the manufacturers]
(Seal of the supplier)
Date: _____
Place: _____

Chapter-VI: OTHER STANDAR D FORMS

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the purchaser's Bid Reference No.

_____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-

Fails or refuses to furnish the performance security for the due performance of the contract. Or b) fails or refuses to accept/execute the contract. We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 180 days i.e. for 225 days (180 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)
Name and designation of the officer _____
Seal, name & address of the Bank and
address of the Branch.

Service Provider's AUTHORISATION FORM

To

The Sr.Executive Director (A)
Sports Authority of India, NSNIS,
PATIALA.

Dear Sir,

Ref. Your Bidding Reference No _____, dated _____ We,
_____ who are proven and reputable service provider
of _____ (name and description of the services offered in the Bid)
having hotels at _____, hereby authorise
Messrs _____ (name and address of the agent) to submit a Bid,
process the same further and enter into a contract with you against your requirement as contained
in the above referred Bidding Documents for the above goods services provided by us.

We further confirm that no supplier or firm or individual other than Messrs.
_____ (name and address of the above agent) is authorised to submit a
Bid, process the same further and enter into a contract with you against your requirement as
contained in the above referred Bidding Documents for the above services provided by us. We also
hereby extend our quality assurance from acceptance of services by Purchaser as per Clause 11
of General Conditions of Contract.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note : 1. This letter of authorization should be on the letter head of the service provider
firm/agency/hotel and should be signed by a person competent and having the power of attorney to
legally bind the service provider.

2. Original letter may be enclosed.