Annex 2: Bid Bond Form

To: The Chief Executive Officer
USFCo
Fifth Floor, HBL Tower, Jinnah Avenue,
Islamabad
Pakistan

WHEREAS the Universal Service Fund, hereinafter called the "USFCo", has issued the Request for Applications to Provide Universal Service Fund (USF) Telecommunications Services, hereinafter called the "RFA", dated **[*insert date*]**;

AND WHEREAS the Universal Service Fund Telecommunications Services, hereinafter called the "SERVICES", shall be provided in accordance with a service agreement, hereinafter called the "AGREEMENT", to be executed in accordance with the RFA, and any licence, hereinafter called the "LICENCE", issued by the PTA that authorizes provision of the SERVICES;

AND WHEREAS **[*insert name of Applicant*]**, hereinafter called the "APPLICANT", is submitting a proposal, hereinafter called the "PROPOSAL", dated **[*insert date of Proposal*]** to provide the "SERVICES";

KNOW ALL PEOPLE by these presents that we **[*insert name of bank*]** having our registered office at **[*insert address of bank*]**, hereinafter called the "BANK", are bound unto the USFCo by the amount of PKR **[**1,500,000**]** willingly and truly to be paid out to the said USFCo upon entering any of the conditions specified below. The BANK binds itself, its successors and assigns by these presents sealed with the common seal of the BANK this **[*insert day*]** day of **[*insert month*]**, 2008.

<u>The conditions of this obligation are</u>:

1. If the APPLICANT withdraws its PROPOSAL prior to execution of the AGREEMENT;

2. If the APPLICANT, having been notified of the acceptance of the PROPOSAL by the USFCo during the period of validity of the PROPOSAL, fails or refuses to furnish the Performance Bond of the specified amount and correct validity and the Letter of Acceptance in accordance with the instructions given in the Letter of Intent issued by the USFCo;

3. If after the issuance of the Letter of Intent the USFCo determines that APPLICANT is disqualified pursuant to section 51.1 of the RFA; or

4. The APPLICANT does not execute the AGREEMENT within any identified time period after completing final AGREEMENT negotiations.

We undertake to pay to the USFCo up to the above amount upon receipt of its first written demand without the USFCo having to substantiate its demand, provided that in its demand the USFCo will note that the amount claimed by it is due to the occurrence of one or more of the aforementioned conditions, specifying the condition or conditions that have occurred.

This guarantee will remain valid for 210 days from the closing date of submission of the PROPOSAL (i.e. until **[*insert expiry date*]**) and any demand in respect thereof should reach the BANK not later than the above date.

Signature and Seal of BANK:

Date: