

Comments

On

IDA Consultation Paper

**Review of Singapore Telecommunications Limited's
Reference Interconnect Offer**

Pacific Internet Limited



**Pacific
Internet**

Pacific Internet Limited
89 Science Park Drive
#02-05/06 The Rutherford
Singapore 118261
Tel: 6872 0322
Fax: 6872 5912

1 Introduction

1.1 Pacific Internet Limited (PacNet) provides Internet access service and holds a Facilities-Based Operator licence granted by the IDA. We welcome the opportunity to provide our inputs to the IDA's review of the SingTel Reference Interconnect Offer (RIO).

1.2 PacNet supports the IDA's policy position that SingTel's RIO continues to be relevant and critical in facilitating rapid market entry by new market entrants and to ensure seamless any-to-any connectivity between operators and the Dominant Licensee.

1.3 Our inputs to the review of the SingTel RIO focus on, among other things, proposals to (i) streamline and expedite the provisioning of a number of key IRS, (ii) enhance the transparency and effectiveness of the provisioning of a number of key IRS, (iii) expedite fault reporting and rectification of a number of key IRS and (iv) expedite the dispute resolution process, based on our experience with the RIO Agreement to date.

1.4 Our comments on the main body and selected schedules of the RIO Agreement are set out below.

2 Acceptance Procedures

2.1 Clause 2: Assessment of Notification of Acceptance of RIO

2.1.1 We are of the view that it is inappropriate for SingTel to deem a Notification of Acceptance of the RIO to be non-conforming on the basis stated in Clause 2.1(e). The terms and conditions of a non-RIO commercial agreement and that of a RIO Agreement are likely to be different for the same service. Requesting Licensees should be given the choice to elect a mode of service provisioning that is most suitable for their purpose.

3 Part 2 – Reference Interconnection Offer Agreement

3.1 Clause 4: Commencement, Duration and Review

3.1.1 In regard to the automatic amendment of the RIO Agreement to effect RIO amendments after the IDA's review of the RIO Agreement, we wish to highlight that the RIO Agreement should provide for appropriate transition arrangements if the amendments lead to disruption in the leasing of IRS service by Requesting Licensee or significantly increase the costs to be borne by the Requesting Licensee if they continue to lease the IRS under the amended terms or had to seek an alternative service outside the RIO Agreement.

3.1.2 We would also like to wish to highlight that it is critical for the IDA to seek the comments of FBOs and/or SBOs through public consultation before the IDA review and make any changes to the terms and conditions of the RIO Agreement. It is important that the IDA provide sufficient time for interested parties to submit their comments.

3.2 Clause 10.6

3.2.1 We wish to highlight that any changes made as stated in Clause 10.6 must not adversely affect the existing IRS.

3.3 Clause 13.8

3.3.1 SingTel must provide the Requesting Licensee with a reasonable transition period before an IRS is removed.

3.4 Clause 20: Forecasts and Capacity

3.4.1 In the event that there is a disagreement regarding the forecasts submitted by a Requesting Licensee, SingTel shall proceed to provision the IRS in accordance with the initial forecast submitted by the Requesting Licensee pending the resolution of the disagreement.

3.5 Clause 21: Insurance

3.5.1 We support the proposal to fine-tune the value of the public liability insurance which a Requesting Licensee is required to maintain with an insurance company for the term of the RIO Agreement so as to be in line with the number and the value of the IRS that the Requesting Licensee leases.

3.6 Clause 22: Credit Management and Security Requirement

3.6.1 We support the IDA's view that the requirement to maintain a Security Requirement with SingTel for a period of 3 months following the later of the termination of the RIO and payment of all outstanding sums under the RIO may not be necessary after the termination of the RIO Agreement where payment for all outstanding amounts have been made.

3.7 Clause 28: Serving of Notices

3.7.1 Currently, the RIO Agreement provides that communications between SingTel and Requesting Licensees in connection to the RIO Agreement be made via post delivered by hand, registered post or facsimile (supported by a transmission report). Our experience has shown that these three modes of correspondence are not the most effective. The most common communications method used by Requesting Licensees is the facsimile. However, while the transmission report can serve as confirmation that a Requesting Licensee has indeed transmitted a facsimile to SingTel, there could be occasions where SingTel may not have received the facsimile through machine error or human error. Although SingTel has undertaken to still meet the original deadlines set down in the facsimile should such an event

happen, there would still be occasions where the time loss is irrevocable, such as when urgent matters require the immediate attention of SingTel. To prevent any delays/interruption in service caused by such instances, we propose that SingTel be required to provide Requesting Licensee with an email address or a voice mail box to send or leave a message that a facsimile has been sent. SingTel should also ensure that contact telephone number of its RIO team be always attended to during contact hours. In addition, while the RIO Agreement endeavours to provide a timeframe for SingTel to respond to all applications/requests from Requesting Licensees, it cannot cover all issues, for example, requests for clarification on certain terms and conditions in the RIO. We would like to request the RIO Agreement to provide for SingTel to respond to inquiries from Requesting Licensees not covered by the existing RIO Agreement within 2 Business Days.

4 Schedule 3A – Licensing of Local Loop/Sub-Loop

4.1 General Comments

4.1.1 *Coverage of SingTel Exchanges* - SingTel should be required to provide Requesting Licensees with the areas and addresses of customers served by the Local Loops/Sub-Loops from each SingTel Exchange on request within 1 Business Day. Without knowledge of which customers are served by the Local loops/Sub-Loops from the SingTel Exchange at which the Requesting Licensee has co-located its equipment, the Requesting Licensee would be at a disadvantage compared to SingTel when competing for customers. Currently, a Requesting Licensee has to use a trial and error method to find out if a potential customer is served by a particular SingTel Exchange. Namely, it has to submit an application for a Local Loop/Sub Loop to SingTel based on a best guess that it is served by a particular SingTel Exchange. If the application is rejected, the Requesting Licensee does not know if it is due to non-availability of the Local Loop/Sub-Loop under Clause 2 or if the Local Loop/Sub-Loop is served by another SingTel Exchange as SingTel is not obliged to provide a reason for the rejection. The Requesting Licensee has to make multiple applications and inquires to SingTel (which SingTel has no obligation to respond to in a stated timeframe, if at all) before it can ascertain if a Local Loop/Sub-Loop is served by a particular SingTel Exchange. This leads to delays in the provisioning of the service to the customer and renders the availability of Local Loop/Sub-Loop service under the RIO ineffective in implementation.

4.1.2 *Changes in SingTel's Network Configuration* – SingTel's proposed changes to the SingTel's network which would affect the continued availability of the IRS, for example, the closing down of SingTel Exchanges, the decommissioning or replacement of copper local loops/sub-loops by fibre, must be made known to the FBOs in advance, i.e. when IDA receives SingTel's application for approval to modify its network. The FBOs must be given an opportunity to comment on the impact of the proposed change on the RIO Agreement and on competition in the Singapore telecommunications market. Early notification of the proposed changes is also necessary to facilitate the business planning of Requesting Licensees. We reiterate that the proposed changes to SingTel's network must be made known to the FBOs well in advance, i.e. before the IDA has evaluated the application and gave the approval, to provide the FBOs an opportunity to comment on the impact on competition.

4.1.2.1 Notwithstanding the above, we are of the view that while SingTel may upgrade its network by introducing fibre, existing copper Local Loops/Sub-Loops should not be removed as they remain a vital means for competing service providers to provide a competing broadband service.

4.1.3 *Access to Local Loops/Sub-Loops* – Currently, Requesting Licensees may access to Local Loops/Sub-Loops from SingTel Exchanges or MDF rooms in commercial buildings. Besides the MDF rooms, we would like to request for the RIO to provide for access to Local Loops/Sub-Loops from other locations such as the riser or any location within the building granted by the building management to the Requesting Licensee to install equipment. This is because some MDF rooms may be too small for the Requesting Licensee to install the necessary equipment.

4.2 Specific Comments

4.2.1 Clause 2: Availability of Local Loop or Sub Loop

4.2.1.1 Currently, the RIO Agreement does not require SingTel to inform a Requesting Licensee of the reason for the unavailability of Local Loop/Sub-Loop when SingTel rejects an application for a Local Loop/Sub-Loop. As noted above, a Requesting Licensee needs to know if the Local Loop/Sub-Loop is unavailable due to reasons stated in Clause 2 (we wish to propose that SingTel should inform the Requesting Licensee of the specific reason in Clause 2 for the unavailability so as to enable the Requesting Licensee to decide if there are grounds for raising a dispute) or due to the Local Loop/Sub-Loop being served by another SingTel Exchange. Therefore, to enhance the transparency and effectiveness of the process of the provisioning of Local Loop/Sub-Loop, SingTel should be required to state down clearly the reason(s) for the rejection of an application in its response to the application.

4.2.1.2 In regard to the criteria for assessing the availability of Local Loop or Sub-Loops in Clause 2, we are of the view that a process for Requesting Licensees to verify SingTel's reasons for the unavailability of a requested Local Loop/Sub-Loop is required. Currently, Requesting Licensees have no means to verify the reasons for the unavailability of the Local Loop/Sub-Loop, especially since SingTel is not required to inform the Requesting Licensee of the specific reason for the rejection. Requesting Licensee would have to attempt to address the problem through the lengthy dispute resolution process. We propose that on request by Requesting Licensees, SingTel should be required to disclose to the IDA the specific details supporting the reason(s) for SingTel's determination that a Local Loop/Sub-Loop is unavailable under Clause 2.

4.2.1.3 In regard to Clause 2.2(e), as mentioned above, SingTel and IDA must inform FBOs of SingTel's plans for decommissioning of Local Loops or Sub-Loops well in advance of the decommissioning of loops being carried out. FBOs must also be given sufficient time to comment on the effect of SingTel's plan on the RIO and competition in the Singapore telecommunications market to enhance transparency of the provisioning process and to facilitate business planning by the FBOs.

4.2.2 Clause 4: Response Time

4.2.2.1 Under Clause 4.4(c), SingTel could take up to 5 Business Days to provision a requested Local Loop or Sub-Loop. As the Requesting Licensee would still need to undertake testing upon activation of the line, service activation for the broadband line to the end user would take more than 5 Business Days. This is not in line with the IDA QOS standard for broadband service activation of 5 working days. We propose that the number of days SingTel could take to provision a Local Loop or Sub-Loop be reduced to 3 Business Days.

4.2.3 Delivery

4.2.3.1 SingTel must provide the Requesting Licensee with reason(s) for the delay in installation if it cannot meet the provisioning date when it notifies the Requesting Licensee of the delay. This would help to enhance the transparency and effectiveness of the provisioning process. In the absence of this requirement, a Requesting Licensee has to write to SingTel to request for a reason for the delay to help decide if there is basis for entering into a dispute resolution, bearing in mind that SingTel could take up to 10 Business Days to respond (Clause 2.2 of Schedule 11), thus leading to delays in deciding on an appropriate course of action.

4.2.4 Clause 13: Termination of Licence

4.2.4.1 The requirement for a Requesting Licensee to provide SingTel with 6 months notification of termination of licence for a Local Loop/Sub-Loop should be shortened to 1 month after SingTel has recovered its costs for providing the Local Loop/Sub-Loop service.

4.2.5 Clause 6: SingTel Build

4.2.5.1 While the SingTel build option may not be the best option for addressing the unavailability of Local Loops or Sub-Loops, it should not be removed as an alternative. To enhance the desirability of the SingTel build option, the minimum requirement of 200 pairs of loop feeder or 5 pairs of loop distribution should be removed. In addition, Requesting Licensees should not be required to pay recurring charges for unused loops if they do not use all of the loops provisioned under the minimum requirements. Also, the existing requirement for a Requesting Licensee to inform SingTel whether he would like SingTel to construct the Local Loop/Sub-Loop within 5 Business Days is too short. To request SingTel to build the loops is a major decision on the part of the Requesting Licensee and more time (10 Business Days), should be given to the Requesting Licensee to make a decision. Lastly, SingTel should state clearly in the RIO Agreement the time period which it would require to complete the construction of the loops. This will help to increase the transparency of the SingTel Build Option and help avoid unnecessary lengthening of time taken to complete the construction.

4.2.5.2 Under Clause 6.4, SingTel may take up to 30 Business Days to complete the Project Study. Given SingTel's vast experience in operating the telecommunications network

in Singapore, 30 Business Days appears to be far too long for the task of determining the feasibility of the project. Also, in light that SingTel could terminate the licence for co-location at a SingTel Exchange after the initial term of 2 years, a long Project Study period would add to the long time needed to obtain Local Loop/Sub-Loop services under the SingTel Build option, making the SingTel Build and co-location efforts economically unviable. The number should be reduced to 10 Business Days.

4.2.5.3 In regard to Clause 6.5(b)(i), the estimated date of provision of the Local Loop or Sub-Loop must be clearly stated in the RIO and should not take more than 15 Business Days from the date the Requesting Licensee notifies SingTel to proceed with the construction of the local loop or sub loop. This will enhance the transparency of the provisioning process and ensure that the Requesting Licensee can quickly roll out its service in the competitive telecommunications market in Singapore where time to market is a key competitive advantage.

4.2.5.4 In regard to Clause 6.5(b)(ii), SingTel must provide the detailed breakdown of the estimated prices for the construction of the new Local Loop or Sub-Loop to enhance the transparency of the pricing process.

4.2.5.5 As a proposal for an alternative arrangement, we would like to suggest that Requesting Licensees be given the option to build the Local Loop/Sub-Loop themselves as the current provisions governing SingTel Build option, for example, the minimum requirement of 200 pairs of local feeder or 5 distribution loops and the lengthy Project Study period leads to long time to market and high costs, which makes the SingTel Build option unattractive.

4.2.6 Clause 9: Standard Terms and Conditions

4.2.6.1 Under 9.5, a Requesting Licensee is required to license SingTel's Distribution Frame Mounting in the MDF room and install the Tie Termination Block in order to access the Local Loop or Sub-Loop. We are of the view that if a Requesting Licensee's requirement for the Local Loops or Sub-Loops is small, e.g. less than 10 pairs, the Requesting Licensee should be allowed to access the Local Loops or Sub-Loops directly from the SingTel DP in accordance to Annex 3A.1. This will help to reduce the costs involved and the time needed to access Local Loops or Sub-Loops.

4.2.7 Clause 11: Fault Reporting and Clearing

4.2.7.1 Currently, the responding party is only required to respond to a fault report to effect fault analysis within 3 Business Days. Fault rectification will require additional time which is not specified. It is not possible for an end-user who depends on the broadband service for the operation of his business to wait more than 3 Business Days before a fault gets rectified or if at all addressed. We propose that SingTel be required to complete rectification of the fault within 24 hours. Customers generally have high expectation of quality of service from the service provider in terms of fault rectification. A downtime of at least 3 Business

Days translates to less than 90% service availability in a month. This is not in line with the general IDA quality of service standard on broadband network availability of 99%.

4.2.7.2 In regard to Clause 11.14, SingTel must ensure that the performance level of Local Loops or Sub-Loops is at least at the level achieved before the upgrading/repair.

4.2.8 Clause 13: Term of Licence

4.2.8.1 In regard to Clause 13.4, SingTel should not be able to terminate the licence of the Local Loop or Sub-Loop after the original term of just 2 years. There must be a process for assessing if competition in the relevant market is effective before SingTel is allowed to begin terminating the licence of the Local Loop or Sub-Loop.

4.2.9 Clause 15: Termination of Licence

4.2.9.1 In regard to Clause 15.3(a)/(b), SingTel must provide a reason(s) to the Requesting Licensee and the IDA if it deems that a line is no longer suitable for use or no longer available to enhance the transparency of the provisioning process. In the absence of this requirement, a Requesting Licensee has to write to SingTel to request for a reason for the delay to help decide if there is basis for entering into a dispute resolution, bearing in mind that SingTel could take up to 10 Business Days to respond (Clause 2.2 of Schedule 11), thus leading to delays in deciding on an appropriate course of action.

5 Schedule 3B – Line Sharing

5.1 General Comments

Please see comments in paragraphs 4.1.1, 4.1.2, 4.1.2.1 and 4.1.3.

5.2 Specific Comments

5.2.1 Clause 3: Ordering and Provisioning Procedure

5.2.1.1 In regard to Clause 3.2(c), the requirement for authorization from the lessee of the POTs for the provision of the Requesting Licensee's service over the Shared Line should be removed as the current SingTel wholesale broadband access service does not impose the same requirement.

5.2.2 Clause 4: Response Time

5.2.2.1 Under Clause 4.4(a), SingTel could take up to 5 Business Days to provision the requested Shared Line. As the Requesting Licensee would still need to undertake testing upon activation of the line, service activation for the broadband line to the end user would take

more than 5 Business Days. This is not in line with the IDA QOS for broadband service activation of 5 working days. We propose that the number of days SingTel could take to provision Shared Line service be reduced to 3 Business Days.

5.2.3 Clause 5: Delivery

5.2.3.1 In regard to Clause 5.1, SingTel must provide the Requesting Licensee with reason(s) for the delay in installation if it cannot meet the provisioning date when it notifies the Requesting Licensee of the delay. This would help to enhance the transparency and effectiveness of the provisioning process. In the absence of this requirement, a Requesting Licensee has to write to SingTel to request for a reason for the delay to help decide if there is basis for entering into a dispute resolution, bearing in mind that SingTel could take up to 10 Business Days to respond (Clause 2.2 of Schedule 11), thus leading to delays in deciding on an appropriate course of action.

5.2.4 Clause 8.7: Standard Terms and Conditions

5.2.4.1 Under 8.7, a Requesting Licensee is required to license SingTel's Distribution Frame Mounting in the MDF room and install the Tie Termination Block in order to access the Local Loop or Sub-Loop. We are of the view that if a Requesting Licensee's requirement for the Shared Line is small, e.g. less than 10 pairs, the Requesting Licensee should be allowed to access the Local Loops or Sub-Loops directly from the SingTel DP in accordance to Annex 3A.1. This will help to reduce the costs involved and the time needed to access Local Loops or Sub-Loops.

5.2.5 Clause 12: Term of Licence

5.2.5.1 In regard to Clause 12.3, the requirement for a Requesting Licensee to provide SingTel with 6 months notification of termination of licence for a Shared Line should be shortened to 1 month after SingTel has recovered its costs for providing the Shared Line service.

5.2.5.2 In regard to Clause 12.4, SingTel should not be able to terminate the licence of the Shared Line after the original term of just 2 years. There must be a process for assessing if competition in the relevant market is sufficient and effective before SingTel is allowed to begin terminating the licence of the Shared Line.

5.2.6 Clause 10: Fault Reporting and Clearing

5.2.6.1 Clause 10 on faulting reporting and clearing for line sharing does not address the timeframe and procedure for SingTel to deal with a fault report from Requesting Licensees on non-interference related faults. We propose that the fault in such cases must be rectified within 24 hours to be more in line with the IDA quality of service standard on broadband network availability of greater than 99%.

5.2.7 Clause 14: Termination of Licence

5.2.7.1 In regard to Clause 14.1, we are of the view that 5 Business Days is too short for the Requesting Licensee to make a decision to terminate a line that is not performing well. The customer needs to use the line for some time before he can be certain that there is a persistent problem with the line and to report the problem to the service provider. The Requesting Licensee also needs some time to perform testing/troubleshooting on the line to ascertain the cause for the malfunction of the line. We propose to amend 5 Business Days to 21 Business Days.

5.2.7.2 In regard to Clause 14.2(c), SingTel should inform Requesting Licensees of any pending cancellation, termination or expiry of POTS service which would affect the leasing of a Shared Line.

5.2.7.3 In regard to Clause 14.5 (a)/(b), SingTel must provide a reason(s) to the Requesting Licensee and the IDA if it deems that a line is no longer suitable for use or no longer available to enhance the transparency of the provisioning process.

6 Schedule 5A – Licensing of Lead-In Duct and Its Associated Lead-In Manholes

6.1 Clause 3; Clause 4: Ordering and Provisioning Procedures; Studies

6.1.1 We support the IDA's suggestion for SingTel to instead proceed and complete the desk study within 10 Business Days from the date which SingTel acknowledges the receipt of the Request for Building Lead-in Duct and its associated Lead-in Manhole.

6.2 Clause 5: Delivery

6.2.1 We support the IDA's suggestion to consider allowing Requesting Licensees to undertake construction of Connection Ducts to connect their ducts to SingTel's Lead-in Manholes, with additional measures to ensure that the Requesting Licensee does not cause damage to SingTel's underground plant.

7 Schedule 8B – Co-Location of Point of Access (POA)

7.1 General Comments

7.1.1 *Changes in SingTel's Network Configuration* – See comments in paragraph 4.1.2

7.1.1.1 We note that SingTel currently arranges the Co-Location Equipment racks of Requesting Licensees next to each other. We would like to request that SingTel be required to

arrange the Co-Location Equipment racks in such a manner that Requesting Licensees can physically and feasibly access all four sides of the Co-Location Equipment racks for trouble shooting purposes or otherwise.

7.2 Specific Comments

7.2.1 General

7.2.1.1 In regard to Clause 1.3, SingTel and IDA must make known to the FBO well in advance SingTel's plans for making changes to the availability of Co-Location Sites and seek their comments to enhance the transparency of the provisioning process and facilitate business planning by the FBOs.

7.2.2 Clause 2: Availability at a Co-Location Site

7.2.2.1 Our proposals to enhance the transparency and effectiveness of determining the availability of Local Loop/Sub-Loops in paragraphs 4.2.1.1 and 4.2.1.2 also apply to Co-Location Site at POA

7.2.2.2 We are of the view SingTel should not be allowed to intervene in the co-location process of Requesting Licensees unnecessarily. For example, SingTel should not be allowed to decide what kind of equipment should be allowed into the Co-Location Space as long as the equipment is for the purpose of accessing UNEs and does not cause interference with the functioning of other telecommunications equipment located in the POA.

7.2.3 Clause 3: Ordering and Provisioning Procedure

7.2.3.1 In regard to Clause 3.1(c), SingTel must not interfere with the type of Co-Location Equipment that a Requesting Licensee installs at a Co-Location Site so long as the Co-Location Equipment meets the criteria that it would be used for the purposing of accessing UNEs and it would not cause interference with other telecommunications equipment located at the Co-Location Site.

7.2.3.2 In regard to Clause 3.2, SingTel must allow a Requesting Licensee to fully utilize the amount of space it leases from SingTel and not restrict the use of the Co-Location Space to the size of the footprint of the co-location rack.

7.2.4 Clause 4: Project Study

7.2.4.1 In regard to Clause 4.3, we are of the view that SingTel should be able to complete the Project Study within 10 Business Days instead of 15 Business Days. Our experience indicates that the requirements of the Project Study is relatively straightforward and generally do not vary significantly across SingTel Exchanges. SingTel has gained significant experience with the Project Study in the past 3 years and should be able to

complete the task in 10 Business Days. The shorter timeframe would help the Requesting Licensee to complete its co-location and offer its services to end-users more quickly.

7.2.5 Clause 5: Site Preparation Work

7.2.5.1 We support the IDA's proposal to require SingTel to state the timeframe for completion of Site Preparation Work in its RIO. We are of the view that 10 Business Days would be reasonable and sufficient for SingTel to prepare the site for co-location as the work involved is straightforward from our experience. Currently, the period generally advised by SingTel is too long in light of the work required, leading to significant lengthening of the time taken for the preparation of the Co-Location Site. As speed of offering a service is a critical competitive advantage in the dynamic telecommunications market, it would greatly facilitate competition in the market to require SingTel to state the timeframe for completing the site preparation work in the RIO Agreement.

7.2.5.2 We are of the view that current requirement for SingTel to construct two 110mm Connection Ducts of one metre from the designated Lead-in Manhole for the Requesting Licensee to connect its ducts to SingTel's Lead-in Manhole for the purpose of backhauling the Requesting Licensee's traffic from the Co-Location Site to its own exchange or office is unnecessary and leads to significant lengthening of time taken for the backhaul service to be ready. Backhaul services should be made available to Requesting Licensees under the RIO as a separate IRS. The types of backhaul service should include local leased circuits or ATM. These services should be available at both high speeds and low speeds to cater to the different needs of big and small competing service providers. Should IDA decide not to adopt the proposal to include backhaul services in the RIO, we would like to request the IDA to require SingTel to allow Requesting Licensees to lease commercial backhaul services from SingTel from SingTel Exchange directly without SingTel/or the Requesting Licensee (see IDA's comments on Schedule 5A) having to construct the Connection Ducts in accordance with the RIO Agreement. This would ensure that the Requesting Licensees can backhaul to their data center and commence their service offering in a timely manner and hence facilitating competition in the market.

7.2.5.3 Besides the backhaul service, there are other retail services from telcos which are required for the Co-Location Equipment to work. An example is the telephone line for the modem, a common Co-Location Equipment. Currently, SingTel is not required to bring such services into the SingTel Co-Location Space to be connected to Co-located Equipment. These retail services are critical for the functioning of the Co-located Equipment and it is essential that SingTel be required to allow them to be connected to the Co-located Equipment.

7.2.6 Clause 6: Installation and Maintenance of Co-Location Equipment In Co-Location Space

7.2.6.1 In regard to Clause 6.3, currently, a Requesting Licensee is required to lease a minimum of 200 pairs of Subscriber Loop Tie Cable though it generally only uses a small number. The Requesting Licensee should not be required to pay for the Subscriber Loop Tie Cable which it does not use.

7.2.7 Clause 7: Term of Licence

7.2.7.1 It is critical and necessary that the licence of co-location at POA be automatically extended till the termination of the RIO. In general, we are of the view that SingTel must not be allowed to terminate an IRS until the IDA, after consulting the public, has determined that competition in the relevant telecommunications market is effective.

7.2.7.2 In regard to Clause 7.6, SingTel and the IDA must inform FBOs of SingTel's plans in advance to close down any POA (before IDA grants approval to SingTel to do so) and to seek their comments to enhance the provisioning process and facilitate business planning by the FBOs.

7.2.8 Clause 9: Additional Co-Location Space and Co-Location Equipment

7.2.8.1 In regard to Clause 9.1, the RIO does not state SingTel's response timeframe to a request for replacement, modification and rearrangement of Co-Location Equipment via the submission of a proposed revised installation layout followed by a proposed revised installation schedule. SingTel should respond to a request for modification of the Co-Location Equipment in the form of a submission of a proposed revised installation layout within 2 Business Days and to respond to a proposed revised installation schedule within 1 Business Day. We are of the view that SingTel should in general not disagree with the replacement, modification and rearrangement of the Co-Location Equipment unless it would cause interference with other telecommunications equipment in the Co-Location Site or if the Co-Location Equipment is not used for the purpose of accessing UNEs. In addition, we wish to propose that where the Co-Location Equipment is faulty and the replacement equipment is identical to the Co-Location Equipment concerned, the Requesting Licensee should not be required to seek SingTel's agreement for the replacement to ensure that any service interruption caused by the faulty equipment could be remedied as soon as possible.

8 Schedule 8 – Attachment A

8.1 Clause 1.1: Installation of Co-Location Equipment

8.1.1 A Requesting Licensee may from time to time need to modify its Co-Location Equipment installation plan and installation schedule when unforeseen circumstances arise. Currently, the RIO does not state the notification period the Requesting Licensee needs to provide SingTel when it seeks for approval of the proposed revised installation plan and installed schedule. SingTel has imposed a notification period of 5 Business Days in the absence of a specified timeframe. This long notification period requirements leads to delays in the installation of Co-Location Equipment and poses a problem since a Requesting Licensee has to complete the equipment installation within 30 Business Days, among other things. In view of the above, we propose that the notification period for seeking approval for a revised installation plan and schedule, which should be no more than 2 Business Days and 1 Business Day respectively, be clearly stated in the RIO.

8.1.2 In regard to Clause 1.1.1, we are of the view that SingTel do not require 10 Business Days to review the detailed installation plans and installation schedules submitted by Requesting Licensees as the task is relatively straightforward. We are of the view that SingTel has gained sufficient experience in the past 3 years to be able to reduce the review time required to 5 Business Days.

8.1.3 In regard to Clause 1.1.2, the requirement for Requesting Licensee to provide 5 Business Days advance notice to SingTel is too long given that the task of reviewing the certificate of compliance is straightforward. We are of the view that SingTel has gained significant experience in the past 3 years of operations to be able to shorten the advance notice period to 3 Business Days.

8.1.4 In regard to Clause 1.3, as mentioned above, SingTel SingTel must not interfere with the type of Co-Location Equipment that a Requesting Licensee installs at a Co-Location Site so long as the Co-Location Equipment meets the criteria that it would be used for the purposing of accessing UNEs and it would not cause interference with other telecommunications equipment located at the Co-Location Site.

8.2 Clause 1.8: Standard Operating Procedures and Safety

8.2.1 In regard to Clause 1.8.4, as noted above, while SingTel is welcomed to attend the Co-Location Space, SingTel should not interfere with what Co-Location Equipment can be installed so long as the equipment does not cause any interference with other telecommunications equipment located at the Co-Location Site and is used for the purpose of connecting to UNEs.

9 Schedule 8 - Others

9.1 We would like to propose that SingTel controlled roof spaces be designated as a POA in the RIO Agreement. Wireless links are a cost and time efficient alternative to wireline infrastructure for broadband connectivity including backhaul services. It would greatly facilitate competition in the market for SingTel controlled roof spaces to be designated a POA for Co-Location of wireless equipment.

10 Schedule 9 - Charges

10.1 In regard to Schedule 9 – Charges, we are of the view that the charges for power at the Co-Location Space at POA are too high. The charges for 13 Amp AC power is about more than 40% of the total charges for Co-Location at a POA and are significantly higher than the actual cost to SingTel for the power drawn. To address the problem, we propose that SingTel should pass through the actual costs of the electricity consumed (i.e. the dollar

amount billed by the electricity supply company) and not impose any extra charges on the Requesting Licensee save for a nominal fee.

10.2 Also, currently, SingTel commences charging for power at the Co-Location Space from the date the Requesting Licensee accepts the project study. It would be more equitable to commence the SingTel charges power after the final site inspection is completed.

10.3 In regard to the charges for Subscriber Loop Tie Cable, we are of the view that the charges should be a one-time installation charge. The yearly charge should be removed.

11 Schedule 11 – Dispute resolution

11.1 Under the existing dispute resolution process, a dispute would generally be resolved only after a lengthy period. We propose that in the meantime SingTel be required to continue to provision the IRS services and not suspend the provisioning of IRS services until resolution of the dispute. This proposed arrangement would ensure that there would be no delays in the service offering of the Requesting Licensee in the event that the dispute is resolved in favour of the Requesting Licensee. Also, the possibility of the provisioning of IRS service being interrupted in the event of one entering into a dispute resolution process and the likely lengthy dispute period discourage Requesting Licensees from entering into a dispute with SingTel when they encounter difficulties with SingTel, thus defeating the objective of the dispute resolution process which is to help aggrieved parties seek redress. The proposed arrangement will ensure that Requesting Licensees make use of the dispute resolution process when necessary and not have to bear with difficulties which typically leads to additional costs or delays in provisioning of the IRS requested.

11.2 To streamline the dispute resolution process, we propose to (i) reduce the correspondence period and Notice Period under Clause 2.2 of 10 Business Days each to 5 Business Days each respectively, (ii) require the Inter-Working Group to meet within 5 Business Days instead of 10 Business Days (Clause 2.4) and (iii) require the Inter-Working Group to resolve the issue raised in 10 Business Days instead of 20 Business Days (Clause 2.5).

11.3 Notwithstanding the above, time is of the essence in the dynamic telecommunications market and speed in offering a service to the market is a critical competitive advantage. The current dispute resolution process is too lengthy. We would like to propose an acceleration of the dispute process whereby the parties could escalate the issue to the IDA directly if they do not reach an agreement on the issue raised through correspondence within 10 Business Days. This will ensure that SingTel would be more incentivised to resolve a subject of disagreement speedily if the requesting party has an option to escalate the issue to the IDA in a relatively short period of time.