



30 September 2011

Ms Aileen Chia  
Deputy Director-General (Telecoms & Post)  
Info-communications Development Authority of Singapore

Dear Ms Chia,

**RESPONSE TO IDA CONSULTATION - NUCLEUS CONNECT  
INTERCONNECTION OFFER FOR THE PROVISION OF SERVICES ON  
NEXT GENERATION NATIONAL BROADBAND NETWORK: PROPOSED  
REMEDY FRAMEWORK FOR ERRORS IN MANDATED SERVICES  
INFORMATION**

1. Singapore Telecommunications Limited (**SingTel**) refers to the public consultation on the Nucleus Connect Pte Ltd (**Nucleus Connect**) Interconnection Offer (**ICO**) for the provision of services on next generation national broadband network: proposed remedy framework for errors in **Mandated Services Information (MSI)** issued by the Info-communications Development Authority of Singapore (**IDA**) on 19 September 2011 (**Consultation**).
2. SingTel provides our response to the Consultation as attached.
3. Please do not hesitate to contact us if you have any queries or require further clarification.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Sean Slattery", with a horizontal line extending to the right.

Sean Slattery  
Vice President  
Regulatory & Interconnect Strategy  
Singapore Telecommunications Limited  
Company Registration No.: 199201624D

encl.



## SINGAPORE TELECOMMUNICATIONS LTD

### RESPONSE TO IDA CONSULTATION - NUCLEUS CONNECT INTERCONNECTION OFFER FOR THE PROVISION OF SERVICES ON NEXT GENERATION NATIONAL BROADBAND NETWORK: PROPOSED REMEDY FRAMEWORK FOR ERRORS IN MANDATED SERVICES INFORMATION

#### 1. INTRODUCTION

- 1.1 Singapore Telecommunications Limited (**SingTel**) and its related companies are licensed to provide telecommunications services in Singapore. SingTel is committed to the provision of state-of-the-art telecommunications technologies and services in Singapore.
- 1.2 SingTel has a comprehensive portfolio of services that includes voice and data services over fixed, wireless and Internet platforms. SingTel provides services to both corporate and residential customers and is committed to bringing the best of global communications to its customers in the Asia Pacific and beyond.
- 1.3 SingTel welcomes the opportunity to provide comments on the draft General Service Terms and Conditions Interconnection Offer (**ICO**) schedule proposed by Nucleus Connect Pte Ltd (**Nucleus Connect**) in relation to its ICO.

#### 2 EXECUTIVE SUMMARY

- 2.1 SingTel notes that the Nucleus Connect proposed remedy framework for errors in Mandated Services Information (**MSI**) significantly deviates from the Info-communications Development Authority of Singapore (**IDA**) final direction to OpenNet Pte Ltd (**OpenNet**) in relation to OpenNet's ICO proposed remedy framework for errors in MSI.



2.2 SingTel submits that the terms of the Nucleus Connect proposed remedy framework for errors in MSI should be consistent with the remedy framework for errors in MSI in the OpenNet ICO which has been directed and approved by the IDA. There is no reasonable or objective basis for different or preferential treatment of Nucleus Connect in relation to errors in MSI.

2.3 The IDA should be consistent in its decision and require Nucleus Connect to offer no less than the remedy framework for errors in MSI in the OpenNet ICO which has been directed and approved by the IDA.

### **3 DETAILED COMMENTS**

3.1 SingTel provides its detailed comments to the Consultation as follows:

#### **Residential Per-End-User Connection**

(i) *A Qualifying Person (QP) should not be required to resubmit a revised order*

3.2 Where a valid order has been placed for a Residential Per-End-User Connection, and Nucleus Connect subsequently finds the premise to be a Non-Residential Premise, it is not acceptable for Nucleus Connect to further inconvenience the QP by requiring the QP to resubmit a revised order as a result of an error in MSI. The IDA stated in its directed amendments to the remedy framework for errors in MSI in the OpenNet ICO that:

*“IDA is of the view that it is unacceptable for OpenNet to further inconvenience the Requesting Licensee by requiring the Requesting Licensee to resubmit an order arising from OpenNet’s MSI error. In addition, OpenNet should only provision the service after the Requesting Licensee confirms that it wishes to proceed with the order, since the Requesting Licensee may wish to change certain parameters with regard to the order or cancel the order due to the MSI error or inaccuracy.”*

- 3.3 Consistent with the IDA direction to OpenNet in relation to errors in MSI, Nucleus Connect must commence to deliver the service after the QP confirms that it wishes to proceed with the order and/or informs Nucleus Connect of the changes to the order.
- (ii) *Nucleus Connect should not impose Cancellation Charge or any other additional charges*
- 3.4 Where the QP wishes to cancel the order due to the error in the MSI or to change any parameter in the order for the same reason, Nucleus Connect should not impose any charges on the QP in respect to the cancellation or change of parameter. The IDA has stated in its directed amendments to the remedy framework for errors in MSI in the OpenNet ICO that:
- “... to make clear that it will not impose any cancellation charge or additional charges on the Requesting Licensee if the Requesting Licensee decides to cancel the order or change any parameters in the order due to the MSI error or inaccuracy as indicated in IDA’s Directed Modifications.”*
- 3.5 Consistent with the IDA direction to OpenNet in relation to errors in MSI, Nucleus Connect must include the condition that it will not impose any cancellation charge or additional charges where the QP wishes to cancel the order due to the error in the MSI or to change any parameter in the order for the same reason.
- (iii) *Nucleus Connect should impose only applicable charges for Residential End-User Connection for twelve months*
- 3.6 Consistent with the IDA direction to OpenNet in relation to errors in MSI, where a valid order has been placed for a Residential Per-End-User Connection and Nucleus Connect subsequently finds the premise to be a Non-Residential Premise and the QP wishes to proceed with the order (with or without changes to the parameter), Nucleus Connect should only impose the rates for a Residential Per-End-User Connection for the twelve (12) month contract period.



(iv) *Nucleus Connect to use reasonable efforts to inform QP of the MSI error or inaccuracy*

3.7 Nucleus Connect proposed that it would “*duly inform the Connecting QP of*” the MSI error or inaccuracy upon Nucleus Connect being aware or notified by its contractors or suppliers of such MSI error. The IDA has stated in its directed amendments to the remedy framework for errors in MSI in the OpenNet ICO that:

*“IDA believes that it is reasonable to require OpenNet to inform the Requesting Licensee of the MSI error or inaccuracy within one (1) Business Day of OpenNet’s discovery of the MSI error as OpenNet would already have verified that an MSI error indeed existed as part of the process of discovering the error. Nonetheless, in the scenario where OpenNet is informed of the MSI error or inaccuracy by third parties, IDA agrees that OpenNet may only be able to ascertain that the MSI error exists after verification, for example, after visiting the site. Given that OpenNet carries out its actual installation within three (3) Business Days, IDA notes that OpenNet would be able to verify and establish that there is indeed an MSI error within this timeframe. Hence, IDA is of the view that it is reasonable for OpenNet to inform the Requesting Licensee of the MSI error within three (3) Business Days, where verification is required. When informing the Requesting Licensee of the MSI error or inaccuracy, OpenNet should at the same time inform the Requesting Licensee of the correct MSI.”*



3.8 Consistent with the IDA direction to OpenNet in relation to informing the QP of the MSI error or inaccuracy, Nucleus Connect must inform the QP of the MSI error or inaccuracy expeditiously so that the QP can decide whether to proceed with the order without undue delay. Where Nucleus Connect discovers any error in the MSI which is caused by Nucleus Connect, its contractors or suppliers, Nucleus Connect should inform the QP of the error and the correct MSI within one (1) Business Day of Nucleus Connect's discovery of the error. Where Nucleus Connect is informed of an error in the MSI which is caused by Nucleus Connect, its contractors or suppliers, Nucleus Connect should inform the QP of the error and the correct MSI within three (3) Business Days of being informed of the error.

(v) *Nucleus Connect should offer one month rebate of the monthly recurring charge if the valid order is not for a covered site*

3.9 Consistent with the IDA direction to OpenNet in relation to errors in MSI, where a valid order has been placed for a Residential Per-End-User Connection and Nucleus Connect subsequently finds that the premise is not a covered site due to MSI error or inaccuracy, Nucleus Connect should credit the QP with one (1) month rebate of the recurring charge. For the avoidance of doubt, Nucleus Connect should not charge any one-time charge for service not rendered.

(vi) *Where Nucleus Connect failed its service level guarantees, Nucleus Connect should provide rebates independent of whether the failure is due to MSI error or inaccuracy*

3.10 Nucleus Connect proposed that the “SAP Start Date for the Revised NREUC Order shall commence from the date of receipt of the same”. Notwithstanding the submission of a revised order is not necessary, rebate(s) for failure to comply with service level guarantee is independent of the whether the failure is due to MSI error or inaccuracy and should continue to be applicable in respect of the original valid order. The IDA has stated in its directed amendments to the remedy framework for errors in MSI in the OpenNet ICO that:

*“... where OpenNet has failed its Service Level Guarantees in addition to providing erroneous or inaccurate MSI, OpenNet will provide the respective rebates separately and independently of the MSI remedy framework.”*

3.11 Consistent with the IDA direction to OpenNet in relation to failure of service level guarantee, the QP should be entitled to make a claim for the remedy under the Nucleus Connect ICO. The service level guarantee should only exclude the time taken by the QP to consider whether to proceed with the order.

#### **Non-Residential Per-End-User Connections**

3.12 In relation to Non-Residential Per-End-User Connections, SingTel would refer the IDA to the comments above in respect to Residential Per-End-User Connections. The comments above are equally applicable to Non-Residential Per-End-User Connections.



#### 4 CONCLUSION

- 4.1 SingTel submits that the terms of the Nucleus Connect proposed remedy framework for errors in MSI should be consistent with the remedy framework for errors in MSI in the OpenNet ICO which has been directed and approved by the IDA. There is no reasonable or objective basis for different or preferential treatment of Nucleus Connect in relation to MSI.
- 4.2 The IDA should be consistent in its decision and require Nucleus Connect to offer no less than the remedy framework for errors in MSI in the OpenNet ICO which has been directed and approved by the IDA.