

Response
to
IDA Consultation Paper

**‘Review of Singapore Telecommunications Limited's Reference
Interconnection Offer (RIO)’**

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RESPONSE TO IDA CONSULTATION PAPER “REVIEW OF SINGAPORE TELECOMMUNICATIONS LIMITED'S REFERENCE INTERCONNECTION OFFER (RIO)”

1. Introduction

1.1 Pacific Internet Corporation Private Limited is a wholly owned subsidiary of Pacific Internet Limited and is licensed as a facilities-based operator by the IDA.

1.2 Pacific Internet Corporation Private Limited (PIC) welcomes the opportunity to provide our inputs to the review of SingTel’s RIO.

2. Comments on Proposed Revised SingTel RIO

Our comments on the proposed revised SingTel RIO are as follows:-

Main Body

Part I – Acceptance Procedures

Clause 1.3(e)

It is not necessary to require well capitalized Requesting Licensees to provide a banker guarantee or security deposit for taking up services under the RIO. The proposed requirement adds unnecessary administrative burden on Requesting Licensees which are clearly able to pay the Charges under the RIO.

Clause 2.1(g)

A Requesting Licensee may not have paid for a service purchased under another Interconnection Agreement due to a dispute regarding the service or payment amount. It would not be fair to disqualify a Requesting Licensee for taking up additional services under the RIO under such a scenario.

Part II – Reference Interconnect Offer Agreement

Clauses 3.3, 3.4 and 3.5

We disagree that non-dominant licensees should be required to provide reciprocal services under the RIO to SingTel on the same prices, terms and conditions set out in the RIO. Non-dominant licensees, all of whom are later entrants into the market, are unlikely

to be able to provide reciprocal services on the same prices, terms and conditions to SingTel, which, being the incumbent, enjoys greater economies of scale, among other things. Further, Non-dominant licensees should not be required to provide interconnection services to SingTel under the RIO as the RIO is for the specific purpose of requiring the dominant licensee to provide IRS service to facilities-based operators and services-based operator.

Clause 4.2(d)

The RIO should continue in force for 3 years after IDA's approval of the proposed revised SingTel RIO.

Clause 5.1

See comments on Clauses 3.3, 3.4 and 3.5

Charges 5.2

The Charges set out in Schedule 9 of the RIO must be binding on SingTel. The business case of the Requesting Licensee for taking up IRS and/or Wholesale Services under the RIO is dependent on the Charges. Allowing the Charges to vary would introduce significant business uncertainty for the Requesting Licensee and hence reduce the effectiveness of the RIO as a mechanism for facilitating competition in the telecommunication sector.

Clause 11.3

There should be safeguards in place to ensure that faults at SingTel's Network or Network facilities do not take place frequently and that such faults will be remedied within a reasonable timeframe. Further, SingTel should be required to maintain information and data relating to the fault to facilitate any investigation into the fault by IDA.

Clause 12.6

SingTel must continue to process a Request for Service or request for Additional Service during the period where the suspension of the RIO Agreement or a Schedule is pending the approval of the IDA and for the period of any suspension approved by IDA. While the proposed suspension is being reviewed by the IDA, the RIO should continue to operate as per normal as the suspension request may not be a valid one. Should the proposed suspension be disallowed by IDA, the cessation to process a Request for

Service or request for Additional Service would lead to a delay in the provisioning of such service. Further, if the proposed suspension is limited to a Schedule or licence under the RIO and not the entire RIO, there should not be a blanket cessation of processing of Requests for Service or requests for Additional Services.

Clause 13.4

SingTel must continue to process a Request for Service or request for Additional Service during the period where the proposed termination of the RIO Agreement or a Schedule is pending the approval of the IDA. While the proposed termination is being reviewed by the IDA, the RIO should continue to operate as per normal. Should the proposed termination be disallowed by IDA, the cessation to process a Request for Service or request for Additional Service would lead to a delay in the provisioning of such service.

Clause 13.5(a)

The costs incurred by the Terminating Party should be reviewed and approved by the IDA.

Clause 28.1

The means for serving notices should include telephone confirmation from SingTel that a fax has been received when the Requesting Licensee calls to confirm that a fax has been sent. Otherwise, there could be a possible scenario where a fax is sent by Requesting Licensee but SingTel may not have received it due to technical glitch and a costly delay would have occurred for cases where time is of the essence. If not, there should be penalties imposed if SingTel does not process the notice in a timely fashion as per requested.

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

Clause 2.2(e)

SingTel should make known its plans to decommission the Local Loop, Sub Loop or POA 6 months in advance to facilitate business planning by Requesting Licensees.

Clause 3

General Comment – Besides Local Loop Related Information, Requesting Licensees also require information relating to the MDF rooms served by each SingTel Exchange.

Clause 3.3

The provision of Local Loop Related information should not take more than 5 Business Days. The long term turnaround time taken for the provision of such information will lead to a delay in the prospecting for and signing up of customers served by the local loops.

Clause 5.2

The maximum number of wire pair applications to be processed by SingTel each Business Day should be maintained at 200 pairs. The low take-up rate in the past is not necessary an accurate reflection of the future take-up rate.

Clause 5.3

The proposed turnaround time for the notification of the approval for Local Loop or Sub-loop of 4 Business Days is too long and does not reflect the commercial operations of the Requesting Licensee. The Requesting Licensee also needs time on their end to get ready the broadband service delivered based on the local loop or sub loop. Consumer customers usually expect their broadband application to be processed and be ready within a week. In this regard, 1 Business Day would be a more reasonable turnaround time.

Clause 5.4 (h)

The permits, consents, waivers, authorizations or other rights required for SingTel to provide the Licence for the Local Loop or Sub Loop should be make known the Requesting Licensees in the RIO so that the Requesting Licensee could obtain them beforehand.

Clause 6.1

The proposed delivery time of the Local Loop or Sub Loop of 6 Business Days is too long. The Requesting Licensee needs time on their end to get ready the broadband service delivered based on the Local Loop or Sub Loop. Consumer customers expect their broadband application to be processed and be ready within a week. In this regard, 2 Business Days from the Request Date would be a more reasonable timeframe.

Clause 9.10

Besides ADSL technology, SingTel should also deploy SDSL technology under the RIO. The SDSL technology is proven and deployed in other countries and will bring about more choice to consumers at reasonable cost and hence should be considered for deployment under the RIO.

Clause 11

The RIO should set out the period within the fault should be rectified. We propose that a reasonable period should be about 1 Business Days. Any longer period would not be acceptable from the view of the customers, especially Corporate Customers.

Clause 11.5

The means of reporting faults to the Responding Party's FCC should also include telephone calls and emails.

Clause 11.6

The proposed 3 Business Days period for the Responding Party to respond to the fault to effect fault analysis is too long as it excludes actual fault rectification time. It will not be feasible to provide a commercial service with such long fault rectification lead time. A response within 4 hours would be a more reasonable timeframe.

Clause 11.14

Where the repair or upgrade would result or is likely to result in the interruption of the Requesting Licensee's service for more than 10 minutes, SingTel should provide the Requesting Licensee with reasonable notice. This is because end users would demand from the Requesting Licensee pre-notification of any service disruption, be it for a short period only.

Clause 13.3

The 6-months notice period is too long. The Requesting Licensee's commercial agreement with customer usually requires a notification period of only 1 month from the customer (other than the initial contractual period). Hence, the Requesting Licensee would have to suffer losses during the remaining 5-month period. We propose that the notice period be shortened to 1 month.

Schedule 3B – Line Sharing

Clause 2.2(d)

SingTel should make known its plans to decommission the Local Loop, Sub Loop or POA 6 months in advance to facilitate business planning by Requesting Licensees.

Clause 4.2

The maximum number of wire pair applications to be processed by SingTel each Business Day should be maintained at 200 pairs. The low take up rate in the past is not necessary an accurate reflection of the future take up rate.

Clause 4.3

The proposed turnaround time for the notification of the approval for line sharing of 4 Business Days is too long and does not reflect the commercial operations of the Requesting Licensee. The Requesting Licensee needs time on their end to get ready the broadband service delivered based on the shared line. Consumer customers expect their broadband application to be processed and be ready within a week. In this regard, 1 Business Day would be a more reasonable turnaround time.

Clause 4.3(a)

The proposed delivery time of the shared line of 6 Business Days is too long. The Requesting Licensee needs time on their end to get ready the broadband service delivered based on shared line. Consumer customers expect their broadband application to be processed and ready within a week. In this regard, 2 Business Days from the Request Date would be a more reasonable timeframe.

Clause 5.1

The proposed delivery time of the shared line of 6 Business Days is too long. The Requesting Licensee needs time on their end to get ready the broadband service delivered based on the shared line. Consumer customers expect their broadband application to be processed and ready within a week. In this regard, 2 Business Days from the Request Date would be a more reasonable timeframe.

Clause 10.7

SingTel should also compensate the Requesting Licensee for the cost incurred in responding to a fault that is caused by SingTel.

Clause 10.9

Where the repair or upgrade would result or is likely to result in the interruption of the Requesting Licensee's service for more than 10 minutes, SingTel should provide the Requesting Licensee with reasonable notice. This is because end users would demand from the Requesting Licensee pre-notification of any service disruption, be it for a short period only.

Clause 12.3

The 6-months notice period is too long. The Requesting Licensee's commercial agreement with customer usually requires a notification period of only 1 month from the customer (other than the initial contractual period). Hence, the Requesting Licensee would be made to suffer losses during the remaining 5-month period. We propose that the notice period be shortened to 1 month.

Schedule 3D – Licensing of Building MDF Distribution Frame

Clause 5.2

The proposed turnaround time for the notification of the approval for Distribution Frame Mounting of within 4 Business Days is too long and does not reflect the commercial operations of the Requesting Licensee. The Requesting Licensee needs time on their end to get ready the broadband service delivered based on the Distribution Frame Mounting. Consumer customers expect their broadband application to be processed and be ready within a week. In this regard, 1 Business Day would be a more reasonable turnaround time.

Clause 5.4

The proposed turnaround time for the rejection of a Request for Distribution Framework Mounting of within 4 Business Days is too long. The Requesting Licensee need to be notified of the rejection as soon as possible so that it can take corrective action or seek alternative action.

Clause 5.4(g)

The permits, consents, waivers, authorizations or other rights required for SingTel to provide the Licence for the Distribution Frame Mounting should be make known the Requesting Licensees in the RIO so that the Requesting Licensee could obtain them beforehand.

Clause 6.2

The turnaround time for SingTel to reject the plans, timetable and work method statement provided by the Requesting Licensee should be stated in the RIO. The turnaround time should not be more than 2 Business Days.

Clause 6.6

The other written instructions (relating to particular circumstances not covered by the Standard Operating Procedures) from SingTel to the Request Licensees should be reasonable.

Clause 8.4

There should be a cap on the Charges in arrears if the Charges in arrears are to be computed from the Effective Date of the RIO.

Clause 9.5

SingTel should complete the Project Study within 10 Business Days. The proposed 30 Business Days period, which is equivalent to 6 weeks, is too long. Such a long turnaround time will deter the fast rollout of alternative broadband services by Requesting Licensee using SingTel's Distribution Frame Mounting and other network elements.

Clause 9.6 (c)

The estimated construction cost and timeline for the construction of the new Distribution Frame Vertical should be reasonable and be reviewed and approved by the IDA.

Clause 9.13

The date of Final Approval should fall on the date of the completion of the construction of Distribution Frame Mount and should not be any later to prevent a delay in the use of the constructed Distribution Frame Mounting by the Requesting Licensee.

Schedule 5C – Licensing of Roof Space & Co-location Space at Roof Sites

Clause 1.1(a)

Access to wholesale local leased line should also be included.

Clause 1.4

The list of Roof Sites for Roof Space should include SingTel buildings next to the SingTel Exchange as the buildings at most SingTel Exchanges are low rise.

Clause 1.7

Where an Exchange has more a roof space, all roof space should be made available to Requesting Licensees under the RIO. There might be instances where there are roof spaces which are more appropriate than others in an Exchange for the purpose of equipment mounting, such as where the roof space is located on tallest building with unobstructed view, which is important for the mounting of wireless equipment.

Clause 3.2

The availability of Roof Space of one square metre only is too limited.

Clause 3.3

The proposed turnaround time for the rejection of a Roof Access Licence Request of 5 Business Days is too long. A more reasonable turnaround time would be 3 Business Days.

Clause 3.4(e)/(f)/(g)

The acceptable size, weight and wind load of the antenna, the acceptable transmitting and receiving frequency of the system and the acceptable transmission power of each piece of

antenna should be make known to the Requesting Licensee in the RIO to reduce the probability of the Requesting Licensee submitting unacceptable equipment specifications to SingTel in the Roof Access Request.

Clause 3.5

The placement of the Roof Equipment must be determined by the Requesting Licensee and not by SingTel. Roof Equipment are usually wireless equipment where the effective functioning hence delivery of service is heavily dependent on the direction at which the equipment or the antenna is located or pointed.

Clause 3.6

What is the maximum amount specified in Clause 3.6?

Clause 4.1

What is the reason for commencing the Project Study within 15 Business Days? We are of the view that the Project Study should commence within 3 Business Days of the expiry of the timeframe for rejection, which we have proposed to be 3 Business Days.

Clause 4.3

The proposed period for the completion of the Project Study of 15 Business Days is too long and not reasonable and will lead to a delay in the delivery of service of using the Roof Space. We are of the view that a more reasonable period would be 10 Business Days.

Clause 4.7(a)/(d)

The estimated Charges for the Site Preparation and the number of Business Days expected to take to complete the Site Preparation Work should be reasonable and should be pre-approved by IDA.

Clause 5.1

SingTel should provide reasons to the Requesting Licensee where the Site Preparation Work is unable to be completed within the advised period.

Clause 6.5

Currently, the RIO does not state when SingTel will commence the inspection of the completed installation and/or a supervision of the installation. The commencement date should be clearly stated to avoid delay. We are of the view that the inspection/supervision should commence within 2 Business Days of the completion of installation.

Clause 6.10

Where the request submitted under Clause 3 is for the purpose of replacing existing Roof Equipment or installing additional Roof Equipment, the turnaround time for SingTel to reject the Roof Access Licence Request should be shorter than it is for the initial application as this is not a “new” request per se and such requests are usually urgent, e.g. the Roof Equipment may have malfunctioned, leading to a need for urgent maintenance. In such instances, the turnaround time should be 1 Business Day.

Clause 11.1

The term of the Licence should commence from the date the installation has been approved by SingTel and not from the date of Final Approval. This is because the Requesting Licensee would not be able to use the Roof Space for service provisioning until the installation has been approved by SingTel.

Clause 11.8

The closure of the Roof Site should be pre-approved by the IDA and ample notice to given to Requesting Licensees.

Clause 13.2

Where the request submitted under Clause 3 is for the purpose of replacing, modifying or rearranging existing Roof Equipment or installing additional Roof Equipment, the turnaround time for SingTel to reject the Roof Access Licence Request should be shorter than the initial application as this is not a “new” request per se and such requests are usually urgent, e.g. the Roof Equipment may have malfunctioned, leading to a need for urgent maintenance. In such instances, the turnaround time should be shorter at 1 Business Day.

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

Clause 2A(c)

The provision of SingTel Exchange Related information should not take more than 5 Business Days.

Clause 3.1(c)

SingTel should not dictate the type of POA Co-Location Equipment that the Requesting Licensee would install at the Co-Location Site unless the Co-Location Equipment would cause interference with other equipment at the Co-Location Site.

Clause 4.1

What is the reason for commencing the Project Study within 15 Business Days ? We are of the view that the Project Study should commence within 3 Business Days of the expiry of the timeframe for rejection.

Clause 4.3

The proposed period for the completion of the Project Study of 15 Business Days is too long and not reasonable and will lead to a delay in the delivery of service of using the Co-Location Space. We are of the view that a more reasonable period would be 10 Business Days.

Clause 4.4(a)/(e)

The estimated Charges for the Site Preparation Work and the number of Business Days reasonably expected to complete the Site Preparation Work should be reasonable and be pre-approved by the IDA.

Clause 5.1

If SingTel is unable to complete the Site Preparation Work within the advised period, SingTel should notify the Requesting Licensee of the reason for the delay.

Clause 7.1

The term of the Licence should commence from the date of the completion of the Site Preparation work. This is because the Requesting Licensee would not be able to use the Co-Location Space for service provisioning until the Site Preparation Work has been completed.

Clause 11.1

The turnaround time for SingTel to respond to a request to replace, modify or rearrange existing POA Co-location Equipment in the Co-Location Space or to install additional POA Co-Location Equipment in the Co-Location Space must be clearly stated in the RIO. The turnaround time for the response from SingTel should not take more than 3 Business Days.