SingTel

7 May 2012

Info-communications Development Authority of Singapore
10 Pasir Panjang Road
#10-01 Mapletree Business City
Singapore 117438

Attention: Ms Aileen Chia
               Deputy Director-General (Telecoms & Post)

Dear Ms Chia

CONSULTATION ON INTERCONNECTION OFFER FOR THE PROVISION OF SERVICES ON THE NEXT GENERATION NATIONWIDE BROADBAND NETWORK ("NEXT GEN NBN") – OPENNET PTE LTD PROPOSED MODIFICATIONS

1.   Singapore Telecommunications Ltd (**SingTel**) is pleased to respond to the Info-communications Development Authority of Singapore (**IDA**) request for comments on OpenNet Pte Ltd's (**OpenNet**) proposed modifications to the OpenNet Interconnection Offer (**ICO**) dated 18 April 2012 (**Consultation**).

2.   SingTel submits herein its comments to the Consultation in the attached Annex A.

3.   Please do not hesitate to contact us if you have any queries.

Yours sincerely

Sean Slattery
Vice President
Regulatory & Interconnect Strategy

Annex A: SingTel's Comments on OpenNet's Proposed Modifications to the OpenNet ICO

No.	Schedule reference	Clause reference	SingTel's comments and recommendations
1	Main Body	12.5(ii)	OpenNet should clearly state what are the costs that it would expect to incur in terminating the ICO Agreement that it has not already provided for within the applicable Schedules. On OpenNet's rights to recover "reasonable" cost incurred to disconnect, remove and dispose of the Requesting Licensee's equipment as well as the cost to reinstate OpenNet's premise, OpenNet should be further obligated to only recover such cost on a Cost-Oriented Basis.
2	1	General	OpenNet should ensure that all processes, including submission of orders and related modifications and receiving notifications, can be sent and received via all channels i.e. either using manual forms submitted through fax/email or electronically via the OpenNet Platform (both Service Portal and B2B). Presently, this is not the case e.g. modification of contact details (clause 4.1), requests for re-location of Termination Point within the same Residential Premise (clause 4.2), requests for Re-location Service (clause 18.1) and requests for Second Termination Point (clause 19.1) can only be submitted through the OpenNet Platform. Such variations and exceptions are confusing and undermine the ease of ordering services from OpenNet. In any case, the Requesting Licensees would have to rely on manual means to submit requests and receive notifications in the event the OpenNet Platform is unavailable.
3	1	1.2 5.3(e) 19	Requesting Licensees and End-Users should be eligible to apply for Second Termination Point either due to (a) the fibres installed in the First termination Point is fully utilised or not available; or (b) the First Termination Point is not installed at the location where service is required, and the End-User does not wish to re-locate First Termination Point in order to avoid renovation works.

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4	1	2.2	OpenNet has not complied with the IDA Directed Modifications. OpenNet's offer does not give any certainty that OpenNet would process all claims in a timely manner. SingTel proposes that OpenNet should process all claims within a 30-day period unless it can provide reason, on an individual claim basis, why a particular claim needs longer time in order to verify OpenNet's responsibility and the claim's validity. OpenNet should also inform the Requesting Licensee of the extension of time, subject to a maximum allowable period, that it would reasonably require to resolve the claim in question. 30 days may not be sufficient for Requesting Licensees who have acquired many End-User Connections to collate, verify and submit a claim for rebate. SingTel proposes that the Requesting Licensee may request for an extension of time, which OpenNet shall not unreasonably reject.
5	1	2.6 (e)	OpenNet has not complied with the IDA Directed Modifications. OpenNet must use its best endeavours to "expeditiously remedy the building access difficulties". This obligation is in addition to just obtaining "permission or license required".
6	1	2.6(k)	SingTel notes that OpenNet has sought to include a new clause to exclude itself from its obligation to comply with Service Level Guarantee. SingTel suggests that only the time taken by OpenNet to implement Removal, Repair and Replacement and Relocation Request to be excluded.
7	1	3.1(A)	Broken drafting: "*Where it is obvious to OpenNet that there is a projected (i) increased demand by the Requesting Licensee for a particular locality is above normal eg. Where the Requesting Licensee has notified OpenNet of the Requesting Licensee's intention to carry out a promotion at a particular locality in advance such that OpenNet can provision the resources required or (ii) increase in consumer demand or (iii) delay in supply from the splitter's vendor.*" OpenNet has proposed that it is not responsible for any delay in provisioning of service in the event that the Requesting Licensee failed to provide its forecast in advance or provide inaccurate requirement. Notwithstanding that OpenNet's new requirement to provide accurate forecast on an MDF-by-MDF basis is unduly laborious and imposes a significant burden on Requesting Licensees, OpenNet must still be responsible to provide services timely as ordered by the Requesting Licensee. It is unreasonable that OpenNet has absolved itself of responsibility for lack of splitter due to vendor's

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			delay. OpenNet has to manage and control its own vendors and inventory of resources including splitters, and Requesting Licensees should not be penalised for OpenNet's failure to do so.
8	1	4.1 5.12	OpenNet's attempt to comply with the IDA Directed Modifications to "update its ICO to reflect that it has launched its Platform and commenced B2B transactions, and orders are processed through such means" leaves the Requesting Licensee still unclear on the actual processes implemented and imposed by OpenNet. For example, OpenNet stated that: "The Requesting Licensee should submit its Request for Residential End-User Connection (Request) to OpenNet via the OpenNet Platform, stating…" OpenNet continued with an obligation on the Requesting Licensee to submit a feasibility check to verify the coverage status and select an available date and appointment time. It is unclear whether these are two separate processes or the latter should be carried out before submitting the former. OpenNet has proposed that modification of contact details of End-Users must be submitted more than three (3) Business Days prior to the requested service activation date, whereas a request to change the scheduled appointment for the installation of the Termination Point must be submitted at least two (2) Business Days prior to the requested activation date. There is no basis for such discrepancy. SingTel submits that Requesting Licensees may submit a modification to a Request, be it the contact details of End-Users or the appointment, no less than two (2) Business Days prior to the requested activation date.
9	1	4.2	SingTel proposes that where relocation of Termination Point is necessary due to OpenNet's fault i.e. OpenNet installed the Termination Point at a location that is not in accordance with OpenNet's Standard Operating Procedures through no fault of the End-User, the Requesting Licensee should not be required to submit a request for relocation of Termination Point, as it is unreasonable to subject the End-User to wait for another appointment subject to the Maximum Quota. Instead, OpenNet should relocate the Termination Point as part of the joint investigation process pursuant to clause 6A.1, at no additional charges to the Requesting Licensee. This would improve the End-User experience for NGNBN services.
10	1	4.3	On OpenNet's endeavour to verify and reclassify the premise, OpenNet should commit to a reasonable time

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			to verify the information provided by the End User. On the service provisioning time frame, given that OpenNet has already verified the End User's claim for reclassification, it is unclear why reclassification cases would result in a longer provision time of 10 Business Days. OpenNet should justify to the IDA the extra time it requires. On the waiver of fees for reclassification, for the avoidance of doubt, there should not be any additional fees for reclassification (e.g. for the update of OpenNet's records) for all situations. OpenNet should not impose on-going obligation on the Requesting Licensee to maintain documentary evidence of change in premise. Where OpenNet disputes the End User's assertion at any point of time in future and wishes to reclassify the premise as a Non Residential premise, the Requesting Licensee would only facilitate to verify OpenNet's assertion with the End User. SingTel objects to OpenNet imposing different terms on Dispute Resolution processes in this clause. All disputes should be resolved in accordance with the processes as set out in Schedule 17.
11	1	4.4	OpenNet must commit to a reasonable timeframe to effect the change in usage from GPON to OE.
12	1	4.5	Editorial error – should be "Subject to clause 4.6".
13	1	5.2	SingTel supports the concept of Version 2, but proposes the following amendments and refinements: a) The number of installation slots per Business Day for High-Rise Residential Premise and Landed Residential Premise should be increased to 220 and 20 respectively for a start to cater for current demand. b) OpenNet's review mechanism in Version 2 clause 5.2(i) should be applied to each individual category of installation slots instead of the overall Maximum Quota. i.e. where utilisation exceeds 95% of the quota for High-rise Residential Premise, OpenNet shall increase its specific allocation of installation slots for High-rise Residential Premise. c) A 12-week interval between reviews is too long to react to market conditions. SingTel proposes that the

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			quota be reviewed every 4 weeks to ensure a timely reaction to market demand. OpenNet should either lower its threshold of 95% or shorten the review period to better address the market needs, or both. A reasonable test of whether the review mechanism works is whether it creates any backlog in order fulfillment. d) SingTel submits that requiring Requesting Licensees to provide forecasts and using the cumulation of these forecasts as the basis for OpenNet's capacity planning is unrealistic and would likely result in over-allocation of resources above actual demand. Requesting Licensees typically base their forecasts on desired sales targets from the perspective of each individual Requesting Licensee, whereas realistically, there is only a certain overall market demand across all RSPs at any particular point in time. As such, using the cumulative forecasts from all Requesting Licensees would likely result in a forecast above actual demand. SingTel proposes that a more realistic and sound methodology would be for OpenNet to base its capacity planning on the overall demand from all Requesting Licensees for the past quarter. Where the Requesting Licensee foresees a substantial increase in demand above the normal run rate (e.g. as a result of road-shows or targeted selling), the Requesting Licensee shall inform OpenNet in advance. e) It is stated that "the Seasonal Slots shall be subjected to the terms and conditions stated in the Seasonal Slots Notification". OpenNet should provide clarity on the terms and conditions for Seasonal Slots. f) Moreover, for Seasonal Slots, OpenNet must be committed to provide Seasonal Slots for as long as it takes to clear any order backlog as a result of the quarterly major fairs, so as to ensure that such spikes in demand do not spillover to the Maximum Quota and do not affect the usual demand.
14	1	3rd 5.3(a) 3rd 5.3(d)	Clauses 5.3(a) and 5.3(d) are repetitive.
15	1	3rd 5.3(b) 3rd 5.3(e)	This should not be a reason for rejection. OpenNet should provide more clarity on the process to proceed with the request. For one, it is not explicitly clear that the Requesting Licensee does not need to submit a separate order as per the IDA Directed Modifications to clause 19. OpenNet should provide real time, immediate response to the Requesting Licensee so that the Requesting Licensee would be able to liaise with the End-User on the need to install a new Termination Point, and schedule the necessary appointment. This

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			would help to enhance the End User experience when acquiring NGNBN services.
16	1	3rd 5.3(d)	OpenNet has proposed to reject a Request within 1 Business Day where the OpenNet Platform is experiencing technical problems. OpenNet has no right to reject a valid application if OpenNet's Platform is at fault. OpenNet should alternatively, inform the Requesting Licensee to submit the Requests through fax/email or offer temporary solution to address OpenNet's Platform fault.
17	1	5.4 6.12	The drafting indicates that in the event of Insufficient Capacity, the timeframe to notify the acceptance or rejection of the Request is extended to within ten (10) or forty (40) Business Days of the Request Date. This is contrary to the IDA Directed Modifications. Clause 5.4(b) should not be a reason for rejection of a request within three (3) Business Days, but rather a circumstance which OpenNet will require more time to resolve, and OpenNet shall inform the Requesting Licensee within three (3) Business Days of the request an expected timeframe for completion. There are other circumstances which fall into the above-mentioned category. SingTel proposes that OpenNet adopt the following logic so as to provide clarity to Requesting Licensees so that Requesting Licensees can in turn manage End-User expectations in relation to delays in service provisioning: a) OpenNet should enumerate clearly under which circumstances OpenNet will reject a Request within 3 Business Days of the Request. b) For circumstances where OpenNet is not able to provision the Request within 3 Business Days or the requested activation date, OpenNet should inform the Requesting Licensee on the next Business Day following the requested activation date, and provide the reason for the delay and the expected timeframe for delivery, so that the Requesting Licensee can, in turn, inform End-Users expeditiously of the delay. c) For requests where there is insufficient capacity, OpenNet shall inform the Requesting Licensee within three (3) Business Days of the request the extended timeframe of either up to 10 or 40 Business Days, as the case may be. d) All other requests for Residential End-User Connection should be provisioned (and Requesting Licensees and End-Users would expect so) within 3 Business Days of the request.

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18	1	5.5	The criteria to proceed with the provisioning of the Residential End-User Connection should not be "if there is sufficient capacity to the Residential End-User Connection", but rather "where OpenNet accepts the Request pursuant to clause 5.4".
			OpenNet has capitalised the term "Insufficient Capacity", yet no corresponding definition exists in Schedule 1 nor Schedule 18.
			Where there is insufficient capacity, the extension of the RFS should be maximum 10 or 40 Business Days respectively, not "at least".
			Where there is insufficient capacity, the one (1) Business Day from receipt of OpenNet's notification for the Requesting Licensee to either select a new appointment date or cancel the Request proposed by OpenNet is insufficient, since the Requesting Licensee will have to inform the End-User and confirm with the End-User the desired course of action. We propose that the period be extended to three (3) Business Days.
19	1	5.7	This clause is repetitive and should be merged into clause 5.4. Notwithstanding, "promptly" is vague. OpenNet should provide reasons explaining the basis for rejection within three (3) Business Days.
			Presently, there are many orders that are left pending indefinitely with foreseeable timeframe for completion. SingTel proposes that for all orders that have been pending for two (2) months or more without an expected timeframe for completion, OpenNet shall reject, without any charges to the Requesting Licensee, and provide detailed reason for the rejection to the Requesting Licensee.
20		5.12 5.13	OpenNet should clarify whether the request for change in appointment can be submitted through all channels (manually as well as through the OpenNet Platform).
			The constraint that the appointment can only be changed to a date that is a minimum three (3) Business Days from the request for change in appointment is too onerous. There may be a situation where the End-User wishes to change the timing of the appointment to a different timing on the same day. OpenNet should allow such changes or shorten the window so that End-Users are not unduly penalized for rescheduling of appointments. The IDA would appreciate that all these issues frustrate End-Users and result in a negative

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			user experience for NGNBN services.
21	1	6.2(a) (2nd one)	Insufficient capacity is not the only scenario whereby service provisioning is delayed. OpenNet's proposed amendments in clause 6.2(a) (second one) should apply in general to all circumstances whereby OpenNet is unable to provision the Request within three (3) Business Days, rather than only in the event of insufficient capacity. OpenNet should be required to notify the Requesting Licensee of a delay in service provisioning within a reasonable stipulated timeframe from the date of Request, so as to provide certainty to the Requesting Licensee and allow sufficient time for the Requesting Licensee to inform End-Users to avoid backlash.
22	1	6.3	In accordance with current practice, if the End User requires installation of internal cabling exceeding 15 metres, there is no need for a new appointment or revision of the implementation timeline. OpenNet must proceed to install the internal cabling at the time of the original appointment subject to the End User's agreement, and the clause amended to reflect this.\n\nOpenNet should specify clearly the timeframe within which the Service Report Form will be available on the Service Portal. We propose this timeframe to be five (5) Business Days from the date of service provisioning.\n\nFurthermore, OpenNet should make clear its obligation to resolve all disputes with the End-User in the event the End-User disputes OpenNet's charges, since Requesting Licensees have no visibility of what transpired between OpenNet and the End-User at the point of installation of the Termination Point at the End-User Premise. Requesting Licensees are often caught in the dispute between OpenNet and End-Users. The Requesting Licensee should not be required to pay interest on any sum withheld arising from such dispute between OpenNet and its End-User.
23	1	6.10(d)	This clause should be applicable to all requests, not only "express service activation".
24	1	6.11(g)	"Serving Cabinet" is not defined; should be replaced with "Building MDF Room".\n\nThere are various instances of capitalised terms that are undefined and used loosely throughout the ICO agreement e.g. "Insufficient Capacity", and numbering of clauses that are non-sequential or repeated.

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			OpenNet should ensure that such sloppy drafting be corrected.
25	1	6.12	If there is an undue delay for more than two (2) weeks from the date of Request due to OpenNet's fault, the Requesting Licensee should be allowed to cancel without any obligations, which is not limited to not "incurring cancellation charges".
26	1	8.1	The addition of "in accordance to Schedule 13 (Patching)" is confusing and misleading, as it suggests that the request for deactivation of a Residential End-User Connection should be in the form of a Patching Service Deactivation Request. The said drafting should be deleted.
			In any case, there is no need for additional drafting to give effect to the IDA's Direction that there should not be any quota associated with requests for deactivation of Residential End-User Connections.
27		9.1	Please refer to our comments on clause 4.2 above.
			OpenNet should have the obligation to resolve all disputes with the End-User directly in the event that it conceded to the End-User's request to install the First Termination Point at a location not suitable for the deployment of active equipment but the End-User claims otherwise.
28	1	9.13	Given that the Termination Point is part of OpenNet's Network, OpenNet should coordinate with other Requesting Licensees utilising any fibre on the First or Second Termination Point for the Removal. There may a situation whereby the End-User requests to remove the Termination Point upon termination of the End-User's service with the Requesting Licensee. The Requesting Licensee would have no further contractual relationship with the End-User. As such, it is unreasonable to expect the Requesting Licensee to co-ordinate the Removal of the Termination Point with the End-User and the other Requesting Licensees still utilizing the Termination Point. It is also unreasonable to charge the Requesting Licensee the Removal charges under such circumstances. SingTel proposes that OpenNet deals with the End-User directly, including all related charges, in such circumstances.
			Furthermore, the current drafting is ambiguous. We propose that the drafting be amended to:
			"…*OpenNet will reject the request if ~~either of~~ the First or Second Termination Point, as the case may be, is*

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			in use, otherwise OpenNet shall perform such Removal…"
29	1	11.2	The charge for cancellation of fault reported has been deleted from Schedule 15 (Charges).
30	1	11.3	"Periodic" does not provide Requesting Licensees certainty on how often the Requesting Licensee will receive the status update. OpenNet should also inform the Requesting Licensee within a reasonable period from receipt of a fault report, the expected timeframe to completion of fault rectification.
31	1	11.7(a)	The reference to "clause 6.8" has not been rectified to "clause 6.7" in accordance with the IDA Directed Modifications.
32	1	11.7(c) 11.8 11.10	Joint investigations are initiated and requested by Requesting Licensees, whereas fault identification coordination meetings are initiated by OpenNet (in the process of fault rectification). As such, it is more logical for clause 11.7(c) to be switched with clause 11.8 (excluding the sub-clauses) and OpenNet's proposed amendments for clause 11.7(c) to be applied to clause 11.8 instead i.e. clause 11.8 should be part of OpenNet's process for fault investigation, whereas clause 11.7(c) should be a standalone clause. Clauses 11.7(c) and 11.10 are repetitive and should be merged to avoid confusion. To ensure clarity, the sub-clauses of clause 11.8 should be a standalone clause that applies in general to both OpenNet-initiated fault identification coordination meeting and Requesting Licensee-initiated joint investigation. Clause 11.7(c) and 11.8 shall be subject to this new standalone clause. Clause 11.10 contains two portions of drafting that are contradictory: "*Additionally, where the Requesting Licensee disputes OpenNet's findings, the Requesting Licensee shall request OpenNet for a joint investigation.*" "*Additionally, where the Requesting Licensee disputes OpenNet's findings, the Requesting Licensee may request OpenNet for a fault identification coordination meeting.*" In accordance with the IDA Directed Modifications, the first instance should be deleted. In relation to clause 11.7(c), OpenNet should provide a carbon copy of the "Fault Rectification Service

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			Report" signed off by both parties after joint investigation, for the Requesting Licensee's retention.
			OpenNet's proposed amendments to clause 11.7(c) do not comply with the IDA Directed Modifications. "Non-joint investigation" refers to the circumstance whereby a joint onsite investigation i.e. a fault identification coordination meeting is not required, and not "where the Requesting Licensee is absent despite notification from OpenNet". Under such circumstances, the Requesting Licensee should have the right to dispute the results of OpenNet's onsite investigations.
33	1	11.8(d)	OpenNet's drafting should be amended to be consistent with the IDA Directed Modifications. OpenNet must state that OpenNet is responsible to deal with the End-User directly for any damage to the Termination Point unless OpenNet, after verification, believes that the damage is caused by the Requesting Licensee. Furthermore, the obligation is on OpenNet to prove that the Requesting Licensee had caused the damage.
34	1	11.10 11.14	Trouble tickets (**TT**) should only be closed upon the Requesting Licensee's acknowledgement, instead of unilaterally by OpenNet. Currently, when the Requesting Licensee raises a TT to OpenNet, OpenNet will resolve it and put the TT status to "resolved" pending RL's acknowledgement and closure of the TT. However, if the Requesting Licensee finds that the TT is in fact not resolved, there is no way for the Requesting Licensee to re-open the TT or dispute OpenNet's conclusion of the TT. In such cases, the Requesting Licensee has no choice but to current practice raise a new TT. According to this current practice, OpenNet is able to fulfil the MTTR because the fault rectification timeline is restarted every time the Requesting Licensee raises a new TT for the same fault.
35	1	18.1(iii)	OpenNet should specify clearly the type of supporting documents to be provided by the End-User to prove that the re-location request is genuine and bona fide, in order to avoid abuse by Requesting Licensees who may disguise a request for deactivation of Residential End-User Connection at one Residential Premise and a new request for Residential End-User Connection at another Residential as a request for Relocation Service in order to avoid the Pre-mature Termination Charge for the former.
36	1	19	Please refer to our comments on item 3 above.

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37	12	Annex 12D 1.1.2 (b)	OpenNet shall not unreasonably reject any request to house 45U racks, and shall provide its reasons upon rejection.
38	14	10.3	The maintenance period for the OpenNet Platform and Service Portal of 11pm to 8am daily is excessively long. Given the increasing availability, adoption and popularity of online channels for ordering of services, SingTel submits that the maintenance period should be shortened to 12am to 6am, and OpenNet must make available OpenNet's B2B Web Services Interface API for retrieval functions (e.g. coverage check) even during the maintenance window.
39	15	1.7.1	Cancellation Charge should reflect the cost incurred, rather than always being equivalent to the Installation Charge. Where installation works have not occurred, the Requesting Licensee should not be made to bear the Installation Charge ($220 for High-Rise Residential & $450 for Landed Residential).