

Comments

On

IDA Consultation Paper

**Proposed Amendments To Singapore Telecommunications
Limited's Reference Interconnect Offer To Offer Local Leased
Circuits As A Wholesale Service**

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PACIFIC INTERNET CORPORATION PRIVATE LIMITED'S RESPONSE TO IDA CONSULTATION "PROPOSED AMENDMENTS TO SINGAPORE TELECOMMUNICATIONS LIMITED'S REFERENCE INTERCONNECT OFFER TO OFFER LOCAL LEASED CIRCUITS AS A WHOLESALE SERVICE"

SCHEDULE 7A

Clause 2.2

30 Business Days appears overly lengthy for activation lead time. Including weekends and public holidays, the lead time could take up to 1.5 months. Propose that the lead-time be reduced to 14 calendar days.

Clause 2.6

SingTel's proposed acceptance of only 5 requests per day from any Requesting Licensee and 20 requests per week from all Requesting Licensees for both TLARs and FLARs is highly unreasonable. The minimum number of requests accepted each day from all Requesting Licensees should be 20 each for TLAR and FLAR.

Clauses 3.2 (a)/(b)

To subject the availability of the FLLC service to SingTel's anticipated requirements for the FLLC service in the next 2 years is too long. It is also difficult to verify SingTel's claims made under this clause.

Clauses 3.4(g)/(h)

SingTel must be required to provide an explanation in sufficient details to support its claims under these two clauses.

Clause 3.4(i)

It would be difficult to verify SingTel's claims made under this clause. We propose that SingTel must be required to provide detailed explanation to IDA if SingTel invokes this clause.

Clause 4.2(i)

SingTel should allow a Requesting Licensee to proceed with the original provisioning date if the Requesting Licensee expresses a wish to do so rather than summarily deem the FLLC ordered as cancelled when SingTel rejects the deferment request.

Clause 4.2(ii) B

SingTel should not impose a charge for deferment if the deferment is not more than one week.

Clause 4.4

To delete the words “SingTel has any reason to believe that”

Clause 5.2

Any such re-routing should be carried out without affecting the service.

Clause 5.3(a)

It is inequitable to impose a requirement to pay the recurring Charges in relation to the FLLC service as specified in Clause 11.3 in the event of a relocation of FLLC, as the Requesting Licensee will be continuing to lease the FLLC service, albeit at a different location.

Clause 7.2(m)

The notices, instructions or directions must be reasonable and must not serve to impose additional obligations on the Requesting Licensee or confer additional rights on SingTel outside of the RIO and the relevant schedules.

Clause 7.3(a)

This clause does not permit the resale of the FLLC service, which is contrary to IDA’s policy intent. Resale of the FLLC service must be allowed as it is one of the key means of bringing the benefits of the lower local leased circuits prices to service providers and end users.

Clause 11.1

Schedule 7A should only commence with effect from the date on which IDA approves SingTel’s amendments to the RIO to include wholesale local leased circuits as a wholesale service under the RIO.

Clause 12

SingTel should provide advance notice of any such suspension and in the case of (a), the suspension should be kept to a minimum and (except in an emergency) should be carried out during off-peak hours.

Clause 13.1

Sufficient prior notice should be provided to the Requesting Licensee prior to termination.

Clauses 13.2 (b)/(c)

SingTel must provide an explanation in sufficient details to the Requesting Licensee setting out SingTel's basis for determining that the FLLC service no longer suitable for use or not available.

Clause 15

Rights of assignment should be as per Clause 26 of the RIO.

SCHEDULE 7B

Clause 2.3

30 Business Days appears overly lengthy for activation lead time. Including weekends and public holidays, the lead time could take up to 1.5 months. Propose that the lead-time be reduced to 14 calendar days.

Clause 2.7

SingTel's proposed acceptance of only 5 requests per day from any Requesting Licensee and 20 requests per week from all Requesting Licensees for both TLARs and FLARs is highly unreasonable. The minimum number of requests accepted each day from all Requesting Licensees should be 20 each for TLAR and FLAR.

Clauses 3.2(a)/(b)

To subject the availability of the TLLC service to SingTel's anticipated requirements for the TLLC service in the next 2 years is too long. It is also difficult to verify SingTel's claims made under this clause.

Clause 4.1

For terminations after the project study, the liability to the Requesting Licensee should be limited to just the Installation Charges.

Clause 4.2(i)

SingTel should allow a Requesting Licensee to proceed with the original provisioning date if the Requesting Licensee expresses a wish to do so rather than summarily deem the FLLC ordered as cancelled when SingTel rejects the deferment request.

Clause 4.2(ii) B

SingTel should not impose a charge for deferment if the deferment is not more than one week.

Clause 4.4

To delete the words “SingTel has any reason to believe that”

Clause 5.1

Re-routing should only be carried out during the time agreed to by the Requesting Licensee.

Clause 5.2

Any such re-routing should be carried out without affecting the service.

Clause 5.3(a)

It is inequitable to impose a requirement to pay the recurring Charges in relation to the TLLC service as specified in Clause 11.3 in the event of a relocation of TLLC, as the Requesting Licensee will be continuing to lease the TLLC service, albeit at a different location.

Clause 7.2(m)

The notices, instructions or directions must be reasonable and must not serve to impose additional obligations on the Requesting Licensee or confer additional rights on SingTel outside of the RIO and the relevant schedules.

Clause 7.3(a)

This clause does not permit the resale of the TLLC service, which is contrary to IDA’s policy intent. Resale of the TLLC service must be allowed as it is one of the key means of bringing the benefits of the lower local leased circuits prices to service providers and end users.

Clause 11.1

Schedule 7B should only commence with effect from the date on which IDA approves SingTel's amendments to the RIO to include wholesale local leased circuits as a wholesale service under the RIO.

Clause 12

SingTel should provide advance notice of any such suspension and in the case of (a), the suspension should be kept to a minimum and (except in an emergency) should be carried out during off-peak hours.

Clause 13.1

Sufficient prior notice should be provided to the Requesting Licensee prior to termination.

Clauses 13.1 (g)

SingTel must provide an explanation in sufficient details to the Requesting setting out SingTel's basis for determining that the TLLC service has become unsafe or unsuitable for use.

Clause 13.2

SingTel should bear the cost (or at least a proportionate part thereof) as the closure of the Co-Location Site is not due to the default/breach/action of the Requesting Licensee.

Clause 15

Rights of assignment should be as per Clause 26 of the RIO.

VARIATION TO SCHEDULE 9

Clauses 7.1.2/7.2.2

The Application Charge should not be applicable if SingTel rejects an application due to insufficient capacity.

SCHEDULE 8E

Clauses 2.1 (a)/(b)

To subject the availability of the space at the Co-Location Site to SingTel's anticipated requirements for the space in the next 2 years is too long. It is also difficult to verify SingTel's claims made under this clause.

Clause 6.1(a)/(b)/(c)

SingTel should not arbitrarily amend these Procedure to impose additional obligations on the Requesting Licensee or confer additional rights on itself. Any necessary and reasonable amendments must be communicated in writing in good time to the Requesting Licensee.

Clause 7.5

Sufficient prior notice should be provided to the Requesting Licensee prior to termination.

Clause 7.6

SingTel should bear the cost (or at least a proportionate part thereof) as the closure of the Co-Location Site is not due to the default/breach/action of the Requesting Licensee.

Clause 8

Rights of sub-licensing should accord with Clause 26 of the RIO.

Other Comments on Schedule 8E

If a Requesting Licensee already has a Co-Location Space in the Singapore Exchange, it should be allowed to use that same Co-Location Space for the TLLC service.

FBOs co-located in the same SingTel Exchange should be allowed to share the same fibre interconnect and lead-in duct.