

Cross-submission to consultation – Draft Order issued by the Telecommunications Regulatory Authority on the Reference Offer of the Bahrain Telecommunications Company B.S.C, 15 December 2015 (ref: MCD/12/15/092)

RESPONDENT (CROSS-SUBMISSION STAGE)
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<i>Confidential material in this document has been replaced by [X]</i>
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<i>GCL/129/16</i>

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General –

Batelco requests that all additional comments and or information set out below should also be read in conjunction with its previous response/s provided in the first round of the Draft Reference Offer Order consultation process (document dated 18 February 2016 ref GCL/89/16).

Q1. Please provide any comments you may have in relation to the Authority's premise of fair, reasonable and non-discriminatory terms, conditions and tariffs for regulated RO products and services.

Comment (CROSS- SUBMISSION STAGE):

1. Batelco understands that notwithstanding the significance and magnitude of the draft reference offer order findings, VIVA's position is there is room for more extreme and intense measures in terms of the new remedies and the new price and non-price terms and conditions.
2. This position draws attention away from the material and significant impact which the draft order covers, in particular:
 - For wholesale local access, **price reductions** for high speed connection of between 48.1% and 72.2%
 - For fibre based WDC connections, **price reductions** of between 84.9% and 87.7%.
 - **Tighter SLAs** - strict SLAs with new service credits for exceeding maximum time for expected RFT and RFS Dates, exceeding the RFS Date and for restoration (repair) times. A new presumption that there can be unforecasted delivery anywhere in Bahrain for new fibre within 60 working days (rather than advising the customer of an exceptional delivery date)
 - **Centralised database** free of charge for fibre access and actual usage information for remote access by wholesale customers by 31 December 2016
 - In the meantime, set up a 'free of charge' **pre-sales process** for OLOs to be able to determine fibre availability for business needs – 2 day response time
 - WDC at more throughputs (all SDH steps from 45Mbits-10 Gbits/s) than offered by WOBS

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- Fibre **network access extensions** prompted by wholesale demand – 5 scenarios – costs not all recoverable any longer
 - Larger capacity fully redundant **aggregation links** for WDC – 1Gbits/s to 10 Gbits/s (maybe WLA in next review)
 - More physical and logical **protection** options to OLOs (full protection as default for WDC agg link)- WDC connections @ 30% MRC
 - OLO access to **Batelco Netview** to be ordered
 - **New Premium service** for fault repairs
 - New more detailed WLA and WDC **reporting** requirements quarterly
 - **Change handover test** for WLA/WDC from RFC 2544 to ITU standard
 - **OLO forums** – established regular basis – terms of reference to be agreed
 - **Bitstream** – removal of forecasting requirement, updates to cover GPON and no minimum service period
3. This is more than *“heading in the right direction....but only takes us so far”* as claimed by VIVA (page 2 consultation response). There is now very little that a wholesale customer has to commit to in terms of investment, since no measures have been proposed for binding forecasts or for submitting orders in manageable batches. Cancellation charges for wholesale customers have been set at a lenient level.
4. Despite previous experience of the lead in and development time required to launch new wholesale products (CPS (2004-5), Duct access (2006-7), LLU (2009-11), IFC (2009-10) and WLA (2010-12)), there is a presumption that final terms and major reference offer revisions can be made within 60 days as proposed in the draft order (or a shorter timescale as asserted by VIVA). All parties to the consultation should want there to be a “win win” situation where a commercially successful upgrade and review of wholesale remedies is implemented and it is economically sustainable and fit for purpose. However, if the TRA is minded to order such significant new remedies as they stand, Batelco supports a more considered, reasonable and proportionate approach to timescales and scope following our overall consultation response on 18 February 2016.

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Separation as a remedy

5. VIVA claims that a structurally separated Batelco “would present numerous advantages for the competitive environment in Bahrain.” These advantages, then explained as “legal separation” with the newco owned by third parties are in summary removal of incentives to discriminate, independence of capital fundraising from the parent and an impetus towards deregulation.

6. Ofcom in the UK in its initial conclusions following the Digital Strategic Review summarised the possible types of separation¹:

¹ Professor Martin Cave: “Six Degrees of Separation: Operational Separation as a Remedy in European Telecommunications Regulation.”

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Figure 14: Models of separation

1. Accounting separation	Separate financial reporting, with costs and revenues of the upstream and downstream products allocated into different baskets
2. Creation of a wholesale division	A separate wholesale division established to supply inputs to competitors, but without equivalence of access
3. Virtual separation	Services offered to internal and external customers on equal terms, without any physical separation of the businesses
4. Functional separation	Physical separation of the business and its processes, e.g. location, staff, branding, management information systems
5. Functional separation with local incentives	Functional separation with separate governance and different management incentives to those of the wider firm
6. Functional separation with independent governance	Creation of a divisional Board with non-executive members who act independently from the group Board
7. Legal separation	Upstream business is established as a separate legal entity within the wider group, but remains under the same overall ownership
8. Structural separation	Split of the vertically-integrated operations into separate legal entities, with no significant common ownership and 'line-of-business' restrictions to prevent them re-entering each other's markets

Taking the reference offer contractual requirements into account in Bahrain, Batelco is currently around level 3, although some ordering processes are separated at level 4. This is complemented by strengthened and detailed accounting separation regulation which solely applies to Batelco and which can also be used to detect unfair cross subsidies, not just inform regulated pricing decisions. Ofcom explains that BT in the UK is at level 5 as a result of undertakings created in 2005 and subsequently revised which led to the formation of Openreach. VIVA is proposing in its submission

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that level 8 is necessary.

7. After a comprehensive study and consultation which considered how Openreach and separation were working in the United Kingdom, Ofcom's initial conclusions on 25 February 2016 were to stop short of mandating level 8.
8. Whilst the TRA in its Strategic Market Review published 31 August 2015 expressly stated that the question is to be subject to the policy and direction set by the Fourth National Telecommunications Plan approved by the Council of Ministers, Batelco believes that in order to have a proportionate way of implementing non-discrimination, the following factors should be taken into account:
 - (a) Benefits of vertical integration in terms of access to capital and shared cost between Batelco wholesale projects and retail projects as well as operational synergies (roles not being duplicated for the appearance of needing to be duplicated);
 - (b) Cost of separation. These are expected to be significant to the extent of bringing into question the benefit, particularly if IT systems have to be physically or even virtually separated. Some of these costs would have to be passed onto wholesale customers;
 - (c) Scope of separation and "overspill" into deregulated areas. The areas where Batelco has been determined with Significant Market Power at the retail level and Dominance at the wholesale level have reduced over time. Batelco considers that given competitive conditions, retail price regulation is no longer necessary. It is therefore disproportionate to impose intense separation measures over a diminishing area of products and regulated activities. In practice, Batelco would expect such measures also inadvertently to affect deregulated areas relating to the mass market;
 - (d) Distraction. Large separation projects will inevitably distract Batelco away from serving all customers, both retail and wholesale;
 - (e) The boundary to apply the separation "cut" would also be frozen at a given technological point, and may require moving and adaption later in response to changes;
 - (f) In terms of international benchmarks in Australia and New Zealand, fully structural separation occurred in order to secure public funding for superfast broadband rollout rather than for competition reasons; and
 - (g) Incentives to invest further in the face of uncertain and unforecasted demand from wholesale and retail customers are reduced by such measures.

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9. We also note that in the United Kingdom, Northern Ireland was excluded from the BT undertakings entirely on the basis that such measures were disproportionate for that geographical area. Only after over 10 years since functional separation has been implemented in the rest of the UK excluding the Hull area is this scope being considered to be extended to Northern Ireland or a new regulatory model applied, but subject to a proportionality test². The Connected Nations 2015 report in the UK for Northern Ireland shows that fibre roll out by the incumbent using a mixture of public and private funding³ to have taken place in the absence of separation measures, and on a par with the total number of registered active businesses in the Kingdom of Bahrain as well as other premises.

Importance of non-discriminatory terms

10. VIVA's submission contains further proposals akin to "equivalence of input" type measures to enforce non-discrimination.

11. Batelco notes that whilst non-discrimination is a prominent feature of the regulatory matrix of the Telecommunications Law, access regulation, service licences and the reference offer, it does not follow that "equivalence of inputs" is a mandatory part of this regulatory matrix. In other jurisdictions, a clear "trade off" has been established between defining with some precision such a variety of non-discrimination measure and wholesale price deregulation to encourage fibre investment and roll out⁴. As shown by the draft order, there is intense wholesale price regulation to be ordered to exert a significant downward pressure on prices, and this trade-off is absent. We expect implementation or not would be a matter for the next Fourth National Telecommunications Plan. Prior to issue and implementation of such a Plan, if relevant, such additional non-discriminatory measures would in have to be co-ordinated with that overall policy and be applied, if appropriate, with careful consideration of the cost and benefit consequences of doing so.

² Ofcom's Initial Conclusions from the Strategic Review of Digital Communications dated 25 February 2016 page 75 para 6.78 "...we would need to be satisfied that such an arrangement would not be disproportionate."

³ Ofcom Connected Nations Report 2015 for Northern Ireland dated 1 December 2015 scorecard for fixed broadband showing 95% NGA coverage (page 4) and public/BT investment made (page 5).

⁴ EC Commission Recommendation dated 11 September 2013 on consistent non-discrimination obligations and costing methodologies to promote competition and enhance the broadband investment environment (2013/466/EU).

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12. VIVA has submitted (page 4, last sentence) one “reasonable endeavours” quality of service obligation (clause 10.2) in the main reference offer terms and conditions should tightened. Batelco notes that the proposed service descriptions with the new service levels and service credits to be ordered will take precedence over the main terms and conditions and propose a regime which is at least as favourable as retail, if not tighter in absolute terms. As the reference offer supply terms are a unified offer of regulated and unregulated services, the effect of this proposed change would apply to deregulated wholesale services supplied to OLOs as well. We would ask whether such tighter changes in the main terms are in VIVA’s Reference Interconnection Offer (clause 10.2 in its current form is included in Zain Reference Interconnection Offer)⁵. Focusing on one part of the reference offer also does not take into account the rest of Batelco’s non-discrimination obligations under the broader regulatory matrix⁶ as well as the overhaul of the current Quality of Service Regulation (with tougher sanctions including additional fixed penalties) which the TRA plans to carry out in its work plan.
13. VIVA has also suggested that monitoring needs to be more effective (page 5), with further compliance reporting. As it may not be immediately apparent at the moment, Batelco would like to highlight it is already subject to additional reporting requirements as part of the current WLA and bitstream service and that the scope of reporting for WLA and WDC is proposed to be increased even further under this draft order.

Passive access as a remedy

14. Batelco considers that the additional proposed wholesale remedies for this market dominance finding are more than proportionate, adequate and cost effective without the need for additional passive remedies.

⁵ <http://www.bh.zain.com/en/zainbahrainsite/rio/Documents/20140907%20-%20Zain%20RIO%20Schedule%205%20-%20Supply%20Terms.pdf>

VIVA publishes the prices of its RIO, but not its terms and conditions on its website:

<http://www.viva.com.bh/content/business-wholesale>

⁶ The retail tariff regulation 2010 currently contains wholesale measures which refer to “replicability” of the wholesale inputs for notified retail tariffs (article 3.2).

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15. We highlight our previous submission that current duct rental access has been deployed and provided on a significant scale in critical areas where businesses and Government ministries are concentrated, together with a “bolt on” service deploying fibre in those ducts to OLOs as well. [X] [X] [X].

16. Batelco maintains that in respect of dark fibre, the operational challenges and constraints explained to the TRA and examined by the TRA remain valid, together with the likely cost impact if such an additional remedy were ordered. We note that VIVA has cited Ofcom’s business connectivity market review **consultation** document from last May 2015 where dark fibre was proposed as an additional remedy as a product to “cut and paste” for the Bahrain market. Unlike the United Kingdom where duct rental adoption (the PIA product), despite being offered since 2009, has been unsuccessful, Ofcom has now, after publication of its initial Digital Strategic Market review conclusions on 25 February 2016, is more equivocal about a dark fibre remedy, at least beyond mobile fibre backhaul and fibre access between a business POP and a service node only (not any point to point using the core as well):

“ Whilst fibre unbundling is not available today for mass-market broadband services, the position is different for the provision of dedicated fibre connections to large businesses, and fibre connections to BT exchanges and mobile base stations (“mobile backhaul”). In these situations, a significant amount of fibre is already available and might be unbundled in the form of “dark fibre”⁷

Unlike VIVA’s assertion that there is no need to traverse a Batelco service node, this design is ruled out by Ofcom.

⁷ Ofcom Digital Communications Review Initial Conclusions dated 25 February 2016 page 40 para 4.38. The conclusions for remedies for this market in the UK are planned to be published shortly.

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Adequacy of the Service Level Regime

17. VIVA argues, by reference again to the situation in the United Kingdom only, that the strict SLAs and service credits proposed in the Draft Reference Offer order in Bahrain leaves ample room *“where it is more economical for Batelco to “take a hit” on service credits rather than resolve the problem at hand”* (page 11 VIVA submission). VIVA then argue for uncapped liability for service credits under a “ratchet” mechanism and a substantial increase in the overall general liability cap.
18. Combining demands for lower and lower wholesale pricing with higher and higher levels of service levels and credits is to Batelco’s knowledge not reflected in the rest of the GCC and Arab world where you will not find such a service level and service credit regime (let alone the remedies and price points) on offer by the incumbent licensed network providers. Batelco has already voiced its concerns about the lack of any tolerance levels in the tighter service credit regime as a trade off for unforecasted volumes of orders and the short timescales in which Batelco is required to develop these wholesale products. VIVA’s additional proposals also ignore additional regulatory sanctions that are available to the TRA where, after investigation, Batelco is found to be “taking a hit” such as in the new fining guidelines issued by the TRA on 16 March 2014 that apply the 10% of Bahrain revenue anti-competitive conduct measure to anti-competitive licence breaches. These severe sanctions in combination with the new service credits would make such behaviour counter-productive. VIVA’s suggested additional drafting changes stray well away from terms of supply which equate to “fair and reasonable” from both a regulatory standpoint and a commercial contract standpoint.

Pricing for WLA and WDC products

19. VIVA has submitted that the prices for WLA and WDC are “very high” and more than point to point fixed microwave link fees under the new proposed schedule when comparing throughputs.
20. Batelco would observe that the TRA do not treat microwave and fibre links as being part of the same regulatory market, so the price comparison is

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misleading in regulatory terms as decided by the TRA. The analysis does not acknowledge the drastic price reductions for the remedies being contemplated.

21. Whereas Batelco's cost stack also includes a proportion of non-network costs, equipment costs as well as the network element costs, VIVA is just comparing the regulatory spectrum fees which purport to cover the costs of spectrum management by both the TRA and the Directorate of Wireless Licensing and Frequency Management. Given these lower cost microwave options are available, this suggests there is more uncertainty of demand for fibre connections for point to point purposes instead, and therefore more investment uncertainty.

Q2. Do you agree with the Authority's proposed general amendments to be made to Batelco's RO? Please explain your position. If you disagree, please propose an alternative.

Comment (CROSS- SUBMISSION STAGE):

22. We do not agree with Zain's comment that there is ambiguity of the prices and services currently reflected in Batelco's RO. Zain and other licensed operators are able to look through the many determinations, decisions and Reference Offer Orders issued by the TRA to see the rationale behind most of the price and non-price changes that are introduced. Additionally, Batelco includes a column in Schedule 3 of the RO that identifies the date on which a particular change is made. To reiterate our previous view on this, we consider these types of tasks will create an unnecessary administrative burden and divert available resources away from higher priorities.
23. In its initial response to the Draft RO Order, Batelco has already commented on the 60 calendar day period proposed by the TRA for implementation of RO changes (Viva has further commented on this) and we again emphasise that the revisions proposed would require at least [~~3~~] months to come about in a timely and professional manner, especially if the new WDC service is to be introduced. Even a greatly reduced set of measures appears likely to require Batelco to plan, develop and deploy new IT monitoring and reporting and to engage in training and development and the anticipated effects of the DO extend to networks, wholesale, costing, billing and customer care interfaces.

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Q3. Do you agree with the Authority’s proposal to mandate the introduction of Service Levels for the Wholesale Data Connection and the Bitstream products and services? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

24. VIVA argues (page 13 section 3.1) that for implementation of orders on sensitive sites, it is entitled to access to a specific retail team ([X][X].) for delivery at no additional cost. Batelco recognizes there will be an operational work around to try and resolve bespoke delivery issues to a security sensitive site. We note that this state of affairs and the requirements of a third party in relation to access is outside Batelco’s reasonable control. We do take the view that the activities of this small retail unit fall under the general exemption provided under the Telecommunications Law, article 2 and that automatic entitlement should not be standard at no additional cost. Where it has a regulatory requirement to deliver, it is within Batelco’s control, and there are no grounds for rejection, Batelco remains committed to deliver.

25. Our previous comments in respect of the new proposed Service Levels for WDC and Bitstream products and services continue to apply here.

Q4. Do you agree with the Authority’s proposed definition and description of the service request process? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

26. We strongly refute any allegations that Batelco has engaged in any form of illegal anti-competitive conduct in the provision of wholesale services to customers, especially Zain’s uncorroborated and unsubstantiated claims related to the “implicit refusal of supply”.

27. Batelco considers Viva’s proposal for (a) detailed and explanatory reasoning to be provide by Batelco as part of the rejection of a service request; and (b) deemed acceptance where this information is in their view, insufficient, to be excessive and unreasonable. Batelco is already being requested by the TRA to compute an exhaustive list of possible reasons for rejection which we would already consider to be self-explanatory and cannot be expected to expend its efficient resources carrying out such an administrative and often time consuming task. On this question as for

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other comments raised in the submissions, there is a contradiction between the drastically lower prices being set for the wholesale products and the higher levels of service and resources required to meet multiple new contractual obligations. This will push up costs.

28. Similarly, the notion that penalties should also be introduced for the purposes of simply “**acknowledging and confirming**” receipt of a valid service request form, in addition to the other extensive new penalties proposed (comment from Zain) is unreasonable. The wholesale team may receive a number of service requests in any given day and will need to review each of these in detail to ensure all the required information has been included and is correct at the time of processing. This stage of acceptance, review and confirmation is one of the most important as it spearheads the rest of the delivery and installation process and should not be portrayed by OLOs as a simple mechanical task.

Q5. Do you agree with the Authority’s proposed definition and description of the service delivery process? Do you agree with the proposed provisions that the Authority considers should apply in case an OLO cancels a Service Request during the delivery process? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

29. In response to Zain’s comment at point (i), Batelco’s standard working hours are from 7:00am to 2:45pm and we have an obligation to pay our service and delivery team employees overtime charges for each additional hour worked outside of these. Accordingly, these costs need to be recovered by Batelco if any particular OLO or customer requests services outside of the standard working day.

30. Zain is requesting at point (iii) that Batelco’s service installation team members should not be dressed in any manner representative of Batelco however new uniform costs for the full service, delivery and installation teams have not been factored into the proposed prices and are not accounted for anywhere else.

31. Our comments above in respect of additional service penalties should be read here in response to Viva’s point on this issue. We already consider the proposed penalties to be excessive and unreasonable especially where new services and processes are being introduced without a grace period for Batelco’s staff to become accustomed to.

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Q6. Do you agree with the Authority’s proposed definition and description of the fault management process? Please explain your position.

Comment (CROSS- SUBMISSION STAGE):

32. Viva ‘s comment relating to “**pro-active notification of faults**” - Batelco is offering OLOs a Layer 2 service and cannot reasonably monitor its many connections in a manner that would place the burden of identifying a fault on Batelco as opposed to the OLO who actually has control over the regulation of its own network. It should be for the OLO to identify and communicate a fault to Batelco before any service level ‘clocks’ start.
33. “**Dispute resolution process**” comment from Viva – the purpose of a dispute resolution process is to identify, investigate and rationalise the reasoning behind a particular grievance raised by a party and to find a solution in this regard. It is not reasonable, rational or practical for the complaining party’s request be given immediate effect while the actual dispute process takes place after this as the outcome may be completely different thereby resulting in significant consequences for either party or the relevant customer.

Q7. Do you agree with the Authority’s proposed process for the payment of Service Level Penalties? Do you agree that the corresponding rebate(s) shall not be claimed by OLOs but directly reflected by Batelco in the next invoice(s)? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

34. OLOs’ comments in this regard are noted however as advised on many occasions, Batelco’s IT and billing systems are not currently capable of automatically processing rebates and Batelco would be required to invest in developing systems and training new resources at considerable cost in order to meet this requirement. Processes and service levels that require Batelco to perform certain tasks in this automated manner impose an additional level of investment in systems to manage and monitor compliance and this type of cost has not been taken into account in any of the provisional prices proposed by the TRA.

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Q8. Do you have any comments on the Service Level definitions proposed by the Authority? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

35. Our comments above in respect of the Service Level Regime should be considered here.

Q9. Do you agree with the Authority’s proposed creation of a Forum on Batelco’s RO? Please explain and justify your position. According to you, what should be the terms of reference of such forum to ensure its effectiveness?

Comment (CROSS-SUBMISSION STAGE):

36. We consider Zain and Viva’s proposals for the FRO to be misusing an initiative which has more well meaning intentions proposed by the TRA. Batelco has already welcomed the idea of a forum with terms of reference that will improve communication amongst all relevant stakeholders and has expressed its preference for more one to one wholesale account manager discussions which facilitate a more confidential exchange of information. Some of the proposals for using the forum as an inquisitorial process and a compliance checking function raises issues of inadvertent disclosure of confidential information (for example, the order information for one wholesale customer being revealed to another competitor).

Q10. Do you agree with the Authority’s proposed approach aiming at limiting the payment of one-off charges for the deployment of a fibre access? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

37. Please refer to our comments at the beginning of this document in response to issues raised by Zain and Viva in this regard.

Q11. Do you agree with the Authority’s proposal to order Batelco to build a centralised database on fibre access and fibre usage in Bahrain? Do you agree that until such time as a database is made available, Batelco should introduce a 2-working-day presale process? Please explain and justify your position.

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Comment (CROSS- SUBMISSION STAGE): 38. We do not have any further comments on this point other than those provided above and in our previous response.
Q12. Do you have any comments in relation to the speeds for which the WDC should be made available?
Comment (CROSS- SUBMISSION STAGE): 39. We continue to consider WLA as the most appropriate remedy for speeds up to and including 1Gbit/s and the WDC service to apply only for the purpose of providing wireless operator backhauling services from speeds including and above 300 Mbit/s.
Q13. Do you have any comments in relation to the proposed technical characteristics for the WLA and WDC Aggregation Links?
Comment (CROSS- SUBMISSION STAGE): 40. We do not have any major comments in this area.
Q14. Would you be interested by the introduction of a synchronisation feature for the WLA? Please explain and justify you position.
Comment (CROSS- SUBMISSION STAGE): 41. We do not have any further comments on this point.
Q15. Do you agree that Batelco should offer as an option the full end-to-end physical and logical protection of a WLA or WDC Connection for an additional 30% mark-up on top of the applicable MRC? Please explain and justify your position.
Comment (CROSS- SUBMISSION STAGE): 42. We do not have any further comments on this point.

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Q16. Do you agree that Batelco should allow the use of a second ingress ports on a CPE provided for a WLA/WDC Connection or a WLA/WDC Aggregation Link? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

43. Batelco will need to have clear feasibility of the final form in which the services and related processes are intended to be ordered before it is able to provide comprehensive feedback in this area. We hope to address this in any further discussions we may have with the TRA on the DO.

Q17. Do you agree that Batelco should provide a minimum set of information on CPEs used for WLA and WDC Aggregation Links and Connections? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

44. We do not have any further comments on this point.

Q18. Do you agree that Batelco should continue to be subject to additional QoS reporting obligations for WLA and WDC? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

45. We do not have any further comments in this regard. As previously mentioned, many of the existing reporting measurements are still provided manually and huge IT development will be required to provide more automated reporting. We would welcome further dialogue with the TRA to discuss these detailed reporting requirements to ensure consistency of collection and development of a practical list of measurements before any final order is published.

Q19. Do you agree that Batelco should implement a test based on ITU-T Y.1564 test methodology and systematically provide a copy of test results to the OLO? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

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46. As mentioned above, Batelco will also need further visibility of the final technical specifications for the services proposed before it is able to provide more definite feedback in this area.

Q20. Do you agree that OLOs should have access to Batelco’s BNV system? Should OLO’s customers (i.e. end-users) also have access to such system? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

47. We do not have any further comments in this regard.

Q21. Do you agree that penalties should be paid on a per fault basis for failure to meet a maximum restoration time rather than based on percentage of service availability? Explain and justify your position,

Comment (CROSS- SUBMISSION STAGE):

48. Batelco will need to have further visibility of the final form in which the services and related processes are intended to be ordered before it is able to provide comprehensive feedback in this area. We hope to address this in any further discussions we may have with the TRA on the DO.

Q22. Do you agree with the Authority’s proposed introduction of a ‘Premium Support’ service for an additional 20% premium on top of the applicable MRC? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

49. We do not have any further comments in this regard.

Q23. Do you agree with the Authority’s proposed Service Level Terms and Penalties for the WLA and WDC products and services. Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

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50. Our comments above should be considered here.

Q24. Do you agree with the Authority's proposed modifications of the Bitstream service description? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

51. We do not have any further comments on this issue.

Q25. Do you agree with the Authority's proposed Service Level Terms and Penalties for the business Bitstream product and services. Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

52. We do not have any further comments on this issue.

Q26. Do you agree with the Authority's proposal to freeze the charges applicable to the business Bitstream and business WDSL? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

53. We remain in agreement with the proposal to freeze the charges applicable to the business Bitstream and business WDSL.

Q27. Do you agree with the Authority's proposal to freeze the charges applicable to the ISI and CSI link services? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

54. We remain in agreement with the proposal to freeze the charges applicable to the ISI and CSI link services.

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Q28. Do you have any comments in relation to the Authority’s review of the other wholesale services (emergency call access, DQ assistance, inter-operator transit, and CPS services)? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

55. We do not have any major comments in this regard.

Q29. Do you have any comments in relation to the Authority’s decision to review the duct access product as part of a separate proceeding? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

56. We welcome a review of the duct rental product, but reiterate our disagreement that the supply of this product should run concurrently with any other additional ordered remedy until those additional remedies are considered fit for purpose and reserve our rights to comment further in respect of a consultation in relation to duct rental.

Q30. Do you have any other additional comments with regard Batelco’s RO? Please explain and justify your position.

Comment (CROSS- SUBMISSION STAGE):

57. Our additional comments are set out at the beginning of this document.