



سلطنة عُمان
Sultanate of Oman



هيئة تنظيم الاتصالات
Telecommunications Regulatory Authority

Annex – 1.1

Decision on Ooredoo's RAIO (Service Delivery Times)

www.tra.gov.om

ص.ب: ٥٧٩، روي ١١٢ | سلطنة عمان | هاتف: ٣٠٠ ٥٧٤ ٤٤ ٩٦٨ | فاكس: ٦٤ ٥٦٣ ٤٤ ٩٦٨ | البريد الإلكتروني: traoman@tra.gov.om
PO Box 579, Ruwi 112 | Sultanate of Oman | Tel: +968 24 574 300 | Fax: +968 24 563 640 | Email: traoman@tra.gov.om

1. Introduction

Ooredoo's Second Draft RAIO contains a number of provisions setting out the maximum period of time a Requesting Party may need to wait for a new A&I service to be delivered, after it has placed its order. To promote efficient and fair downstream competition, it is important that these timeframes are reasonable (i.e., not unduly long) and do not favour the Providing Party's own downstream business. The TRA has therefore reviewed the timeframes proposed by Ooredoo in the Second Draft RAIO and sets out in this Annex its findings and decision.

2. TRA's Position

In reaching its final position, the TRA has considered each of the proposed timescales referred to in the draft RAIO documents. In doing so, it considered the full text of representations made by Ooredoo and commenting parties, the practice quoted by respondents, the impact of each proposal on Ooredoo as well as on the party seeking the relevant product or service and where appropriate, the impact of the proposed delivery time on the Requesting Party's end customers. For the avoidance of doubt, this includes submissions made to the TRA during and following the industry meetings held by the TRA from 6th to 8th March 2017.

Specific proposals made by each party, together with the TRA's final decision on appropriate delivery times and so on, are set out in **Table 1.1**. The fact that some of the representations may not be summarised in the Annex does not mean that the TRA has not considered fully the comment in question. In addition, this Annex does not include any information or submission which the comment's author has identified as confidential. The TRA, in considering any such information, has also taken into account the fact that other parties have not been able to comment on confidential submissions.

3. Decision

The TRA, in reaching its decision has taken into account the provisions of the Telecommunications Law and of the relevant regulatory instruments, including in particular the Access and Interconnection Regulation and the applicable principles therein.

In reviewing all representations made as part of the review process of the First and Second Draft RAIOs, and determining the appropriate delivery times where the proposals of the individual service providers differ, the TRA has considered the following factors:¹

- (a) the practice quoted by Ooredoo based on its experience in delivering the relevant A&I services in Oman,
- (b) the feasibility for Ooredoo to meet the proposed and revised delivery times, taking into account the process steps within the overall delivery process and the expected resources needed to deliver the specific product or service,

¹ Note that these factors are not expressed in order of importance.

- (c) the fact that although this is the first time that Ooredoo has to provide several of the A&I services, and that it is therefore likely to need to develop new processes for these services, these services are in general well established in other jurisdictions, thus meaning that any necessary support for Ooredoo from equipment and systems suppliers is likely to be available,
- (d) the impact on the development of efficient and sustainable downstream competition from the proposed delivery times,
- (e) the need to differentiate between the timeframes required for initial system set-up processes for some A&I services (which can be complex) and the activation of services for individual customers or the routine expansion of capacity or traffic,
- (f) that A&I services which are subject to a monthly forecasting process should be delivered within the normal monthly delivery cycle (i.e., 10 – 20 working days), and
- (g) the fact that the RAIO will be subject to continuous improvement.

Therefore, the TRA hereby requires Ooredoo, in preparing its Final Draft RAIO, to make the amendments in its Second Draft RAIO so that all delivery timescales are in line with the **Table 1.1**. All references to days shall mean Working Days save for the provisions relating to dealing with emergencies, whereby the days shall be Calendar Days.

In some cases, the TRA's Decision provides a range for the reasonable service delivery time. This is because the TRA recognises that, for these services, individual delivery times could vary significantly due to circumstance and it would therefore not expect all service orders to be fulfilled only at the maximum number of days allowed. The TRA will monitor future delivery times and if necessary, intervene to reduce the maximum delivery time-frame. As part of this, the TRA could consider the possibility of setting a two-part service delivery obligation, for example requiring a proportion of all orders to be met within less days than allowed under the maximum allowable delivery times.

The TRA further considers helpful to develop flow charts on the end-to-end ordering and delivery process for each A&I service (both in terms of overall process steps and timeframes for executing each process step). This could be achieved as part of the Joint Working Manual, which will be prepared in cooperation with the industry over the coming months.

Service Delivery Times - Ooredoo

Table 1.1

The comments/ responses provided by commenting parties during the consultation on the draft RAIO, including the submissions following the industry meeting, have not been presented below. However, the TRA has considered the full text of the representations and the fact that these representations are not presented here does not mean that the TRA has not fully considered the comment in question. In addition, this table does not include any information or submission that has been identified by the comment author as confidential. The TRA, in considering any such information, has also taken into account the fact that other parties have not been able to comment on confidential submissions.

Item	A&I Service	RAIO Reference	Ooredoo Proposal - Second Draft RAIO	TeO		Friendi		Renna		Connect Arabia		TRA	
				Proposal	Explanation /supporting evidence	Proposal	Explanation /supporting evidence	Proposal	Explanation /supporting evidence	Proposal	Explanation /supporting evidence	Final Decision	Explanation
General													
Existing services													
1	Issue Order Acknowledgement (OA) to Requesting Party	Clause 17.2.1, Main Agreement	30 working days after receiving Submitted Order (SO)	2 working days	Expected of an efficient operator as maximum time; should be included in the service delivery times specified for each service below, where relevant.	N/A		OK		5 days	OK	2 working days after receiving Submitted Order (SO)	As part of its detailed step-by-step process for delivering an already available service submitted to TRA subsequent to the industry meetings, Ooredoo stated a revised delivery time of 2 working days. The TRA considers this to be adequate and notes that it is in line with the timings contained in Omantel's RAIO.
2	Issue Delivery Due Date (DDD) to the Requesting Party	Clause 17.2.4, Main Agreement	30 working days after receiving Submitted Order (SO)	5 working days	Assuming standard orders; 20 working days otherwise; should be included in the service delivery times specified for each service below, where relevant.	N/A		OK		2 days	OK	No more than 15 working days	Having reviewed Ooredoo's detailed step-by-step process for delivering an already available service, the TRA considers that the relevant process steps should require no more than 15 working days.
3	Correction of Delivery in case receiving a Notification of non-compliance of Delivery	Clause 17.3.7, Main Agreement	7 working days after receiving a Notification									7 working days after receiving a Notification	Ooredoo's proposal seems reasonable. In practice the required time will depend on the seriousness of the underlying problem, which in most cases ought to be discovered during acceptance testing.
5	Average service delivery time	Clause 17.3.10, Main Agreement	Within 20 working days of successful testing	Should be within 5-10 working days from successful acceptance of the order	With respect to service delivery KPIs, we encourage TRA to apply best international practice from the telecom industry. Each service should have a separate service delivery KPI, with associated penalties for missing the KPI. An example of how this can be structured can be found in Batelco's Reference Offer in Bahrain (http://batelco.com/reference/20161710-sch-5-1207-ro-forecasting-and-ordering.pdf).	N/A		OK		2 days	OK	N/A	TRA has reviewed the detailed step-by-step delivery processes provided by Ooredoo subsequent to the industry meeting and considers these to be excessive. Further given that the timings are likely to depend on the complexity of the activity / service to be delivered, these should be specific times for each A&I services. Further, Ooredoo shall prepare step-by-step ordering and delivery process diagrams for each A&I service (i.e. covering the end-to-end process). These should be incorporated and made specific by Ooredoo in the flow charts on each end-to-end process that it shall develop as part of the Joint Working Manuals which will be prepared in cooperation with the industry over the coming months and will require TRA-approval.
6	Prior notice period for network alterations; provision of cost estimate; confirmation that alteration request is feasible	Clauses 24, Main Agreement	1 month; 2 weeks after request, 2 weeks after receiving requests									3 months notification for network alterations; no more than 2 weeks for cost estimate; no more than 2 weeks for confirmation on whether request is feasible	TRA notes that Ooredoo originally proposed 3 months. TRA considers this original proposal reasonable as a typical 'System Alteration' is changing the location, functionality or catchment area of a POI. It is entirely reasonable to give the other party 3 months notice to plan their compatible changes. The TRA considers the other two delivery times reasonable.
New services													
6	Undertake feasibility study and response to initial request for new service	Clause 25.1, Main Agreement	60 working days	10-20 working days	Expected of an efficient operator	N/A		45 days		N/A		Up to 60 working days for genuinely new services not contained in the RAIO. For all other services, the normal delivery times apply.	For new services outside the existing RAIO, up to 60 working days appears reasonable. This is due to the need for technical implementation and testing, as well as the need to comply with all regulatory requirements to be discussed with the TRA. But any 'new service' (for that operator) already contained in the RAIO should be provided in normal timescales – subject to whether it has been forecast.
7	Conclude new Interconnection agreement	Clause 25.2, Main Agreement	90 working days	20-30 working days	Expected of an efficient operator	N/A		45 days		N/A		Ooredoo to revise delivery time to ensure compliance with Article 10 of the A&I regulation	TRA has reviewed the detailed step-by-step delivery processes provided by Ooredoo subsequent to the industry meeting and considers this not to be conform with Article 10 of the A&I regulation which stipulates that all interconnection agreements need to be completed within 3 months. As such, Ooredoo will need to revise the delivery time to ensure compliance with the A&I regulations.
8	Confirm testing required for new services	Clause 25.5, Main Agreement	30 working days from concluding agreement	5 working days	Assuming existing service; 10-20 working days otherwise	N/A		OK		N/A		No more than 30 working days	Ooredoo's proposal seems reasonable as a maximum timescale for a completely new service, as this will need new testing schedules to be written.
Fixed Interconnection Services													
Fixed Call Termination													
9	Call Termination	Clause 5.1, Annex B-1	Within 20 working days of successful testing - As per Main Agreement (see item 5 above)	10 working days	This is a very simple routing configuration and follows existing routing	N/A		N/A		N/A		No more than 10 -20 working days (assuming no new physical routes need adding)	Assuming all system set-up processes are completed, each request for any fixed call origination service is no more than Number Range Implementation. Therefore any activities that are to take place after the full set-up process has been completed shall be completed within the normal monthly delivery cycle of 10-20 working days.
Fixed Call Transit													
10	Fixed Call Transit	Clause 3.3, Annex B-2	30 working days	10 working days	This is a very simple routing configuration and follows existing routing	N/A		N/A		N/A		No more than 10 -20 working days (assuming no new physical routes need adding)	See Item 9 above

Mobile Interconnection Services

Mobile Termination

14	Mobile call termination	Clause 11.1, Annex B-3	Within 20 working days of successful testing - As per Main Agreement (see item 5 above)	10 working days	This is a very simple routing configuration and follows existing routing	N/A		N/A					No more than 10 -20 working days (assuming no new physical routes need adding)	See Item 9 above
15	SMS and MMS Termination	Clause 11.1, Annex B-3	Within 20 working days of successful testing - As per Main Agreement (see item 5 above)	10 working days	Simple interfacing between standardised systems and already operational with Omantel	N/A		N/A					No more than 10 -20 working days (assuming no new physical routes need adding)	See Item 9 above

Mobile Origination

12	Call Origination – Call by Call Selection (“CCS”)	Clause 9.2.4, Annex B-4-1	System preparation: 34-75 working days	10 working days	This is a simple "number" implementation and routing configuration, and simpler to implement than CPS	N/A		N/A					<ul style="list-style-type: none"> System set-up: No more than 20 working days Routine link expansion: No more than 10-20 working days 	The system set up depends on what processes are agreed and need implementing on computer systems. However, 20 working days to complete the set-up seems appropriate. Any subsequent route link expansion should be delivered within the normal monthly delivery cycle of 10-20 working days. Service delivery times are the sum of various process steps which at times requires queuing. As such, the TRA considers it appropriate to allow for range of 10-20 working days for customer activation
13	Call Origination - Carrier Pre-Selection (“CPS”)	Clause 9.2.6, Annex B-4-2	System preparation: 34-75 working days	20 working days	Benchmark: Swisscom 15-18 working days	N/A		N/A					<ul style="list-style-type: none"> System set-up: No more than 20 working days Routine link expansion: No more than 10-20 working days 	see Item 12 above
		Clause 9.2.8, Annex B-4-2	Customer activation: 14-30 working days	5 working days	An automated process similar to Mobile Number Portability should be established by operators to maximize the efficiency for such a service. We believe no more than 5 WD should be required for this service Benchmark: Swisscom 5 working days (for up to 1,000 requests per working day) for the end-to-end process	N/A		N/A					No more than 5 working days for connectivity to each customer (after the customer has completed the anti-slamming process)	The TRA is satisfied that this process is more an issue of administrative and anti-slamming processes. It accepts that there will be some network data changes, but these should be small (i.e. a simple data change carried out remotely) and there is no on-site work required. So a shorter delivery time seems appropriate.

Fixed Access Services

Wholesale Broadband Access (WBA) at a Fixed Location

16	Wholesale Line Rental (WLR)	Clause 2.1, Annex B-5-1	Within 20 working days of successful testing - As per Main Agreement (see item 5 above)	5 working days	For service activation per customer; Benchmark: Swisscom 5 working days (for up to 1,000 requests per working day) for the end-to-end process	N/A		N/A					No more than 5 working days for connectivity to each customer (assuming the site has been prepared for CPS routed calls)	Assuming the site has been prepared for CPS routed calls, This process is mostly subject administrative and anti-slamming processes. There will be some network data changes, but these should be small. So a shorter delivery time is appropriate.
17	Bitstream Layer 2	Clause 7.1, Annex B-5-2A	Within 20 working days of successful testing - As per Main Agreement (see item 5 above)	5 working days	For existing broadband customers; otherwise 15 working days for new customers without broadband; Benchmark: Telia maximum 8 working days for the end-to-end process, for any customer, independent of whether they are existing broadband customers or not	N/A		N/A				N/A	Backbone capacity and network connectivity: No more than 10-20 working days for the Interconnect Link, if required	The addition of backbone capacity and network connectivity should relate only to the capacity between Ooredoo and the AS's IP network. As an interconnect link, it should take no longer than any other form of interconnect link. For capacity within Ooredoo's network, the capacity is shared between their customers and other operators' customers and is not an interconnect issue (and should be removed from the RAIO).
													Connectivity to each customer: No more than 5 working days for connectivity to each customer already using broadband / 10-20 working days for connectivity to each customer not using broadband	Similar to Resale Broadband services, this is a customer process (i.e. no network alterations involved only data changes in the IP network to route the customer's traffic to the AS's IP network). As such, a shorter delivery time should apply to customers already using broadband).
18	Bitstream Layer 3	Clause 7.1, Annex B-5-2B	Within 20 working days of successful testing - As per Main Agreement (see item 5 above)	Same as for BS L2	Same as for BS L2	N/A		N/A					See item 24 above	See item 24 above
19	Wholesale Transmission	Clause 10.1, Annex B-5-3	Within 20 working days of successful testing - As per Main Agreement (see item 5 above)	10 working days	This is a simple point-to-point connection	N/A		N/A					10 working days, if subject to forecasting.	Ooredoo's proposed delivery times appear reasonable (i.e. the TRA is of the view that no more than 10-12 working days should apply, if these services have been subject to forecasting and no extra capacity is needed). Whilst the provisioning of transmission capacity ought not to be complicated/time consuming, new equipment/capacity might need installing.
20	Broadband Resale Service	Clause 8.1, Annex B-5-4	Within 20 working days of successful testing - As per Main Agreement (see item 5 above)	5 working days	Assuming customer is already a broadband customer of Ooredoo (i.e. same as MNP); otherwise 15 working days	N/A		N/A					<ul style="list-style-type: none"> Initial system set-up: No more than 60 working days Activation of individual customers already using broadband: No more than 5 working days Activation of individual customers not using broadband: No more than 10-20 working days 	Whilst initial set-up is likely to take several weeks (as it requires the exchange of a lot of data, testing and setting-up an AAA server connection), connecting individual customers thereafter should take no more than 5 working days.

Wholesale Leased Lines

21	Wholesale Trunk Segments of Leased Lines National	Clause 10.1.2, Annex B-6	10 working days	OK		N/A		OK					10 working days, if subject to forecasting. Up to 30 working days, if extra capacity is needed.	Ooredoo's proposed delivery times appear reasonable (i.e. the TRA is of the view that no more than 10-12 working days should apply, if these services have been subject to forecasting and no extra capacity is needed). This is because leased lines provisioning is similar to wholesale
22	Wholesale Trunk Segments of Leased Lines IPLC	Clause 9.1.2, Annex B-7	10 working days	OK		N/A		OK						

Wholesale IP international bandwidth capacity

23	Wholesale IP International Bandwidth Capacity	Clause 6.1, Annex B-8	Within 20 working days of successful testing - As per Main Agreement (see item 5 above)	20 working days	Benchmark: SingTel 10-15 working days for the end-to-end process	N/A		N/A					No more than 10-20 working days	A delivery timescale of 10-20 working days for providing IP bandwidth capacity (excl. the interconnect links) appears reasonable.
----	---	-----------------------	---	-----------------	--	-----	--	-----	--	--	--	--	---------------------------------	---

24	Access to Landing Stations	Section 9, Annex B-9	Ordering and delivery is handled according to main body of the Agreement.	50 working days	Similar to Co-location	N/A		N/A		It is ok	It is ok	Service delivery: No more than 25-70 working days	Delivery involves planning and building a cage, plus ancillary power etc. (assuming space is actually available).
												Allow RP Access/visit to Ooredoo's Premise: No more than 5 working days	Allowing the Requesting Party access to Ooredoo's premise/site forms part of the general acceptance procedure for colocation provisioning and as such should not be reported separately. Requests for site access during normal service should be provided within 5 working days, with an emergency access service option to allow visits when equipment needs immediate maintenance attention.
												Cable pulling between lead-in and colocation space: No more than 10-15 working days	Cable pulling requires a specialist team to visit the landing station with appropriate equipment and pull the cable in and terminate it. Whilst the actual time to undertake this task may be only a couple of working days, this activity is likely to be queued along with others requiring the same resources.
25	Access to Earth Stations	Section 4, Annex B-10	Ordering and delivery is handled according to Main Body of the Agreement.	Same as for landing stations	Same as for landing stations	N/A		N/A		It is ok	It is ok	See item 24 above	See item 24 above