



VIVA Bahrain

**REFERENCE INTERCONNECTION
OFFER (RIO)**



VIVA Bahrain

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Annex D – Billing Processes and Procedures

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1. CHARGEABLE SERVICES

- 1.1. Chargeable services are those services defined in Annex B (*Service Schedules*) of this RIO.
- 1.2. Usage charges will be invoiced according to the principles defined in any Interconnection Agreement pursuant to this RIO and the procedures defined in this Annex D. The value of charges raised will be calculated using the charges as defined in Annex C (*Price List*) and the formulae defined in this Annex D.

2. BILLING

2.1. Billing Services

- 2.1.1 VIVA will invoice the Other Licensed Operator for services as defined in Annex B (*Service Schedules*) according to the prices given in Annex C (*Price List*).
- 2.1.2 Voice Calls that originate from the Other Licensed Operator's Network and terminate on the VIVA Network shall be charged per minute calculated on a per second basis where applicable and will be invoiced monthly in arrears for usage incurred up to the end of the Billing Period for which the invoice will be raised.
- 2.1.3 SMS Messages and MMS Messages that originate from the Other Licensed Operator's Network and terminate on the VIVA Network shall be charged on a per message basis and will be invoiced monthly in arrears for usage incurred up to the end of the Billing Period for which the invoice will be raised.
- 2.1.4 Charges will continue to accrue per service instance until notice of cancellation of any one or more services has been received according to any Interconnection Agreement pursuant to this RIO and cancellation actions such as de-provisioning have been executed by VIVA.
- 2.1.5 Cancellation of any one-service instance will not affect continuation of accrual of charges for any other service(s).

2.2. Detailed Billing Information for services.

2.2.1 VIVA and the Other Licensed Operator will collect detailed Billing Information as set out in this Clause 2.2.

2.2.2 The following Billing Information will be recorded for the Voice Call Termination Service whether chargeable or not for which there is a Service Schedule provided in Annex B (*Service Schedules*) and will be based upon call detail records:

- Interconnection switch identifier;
- The dialled digits;
- The CLI;
- The date and the time when the answer signal is received by the Licensee providing the Billing Information;
- Chargeable duration (whether measured or derived);
- Such other information as may be agreed.

2.2.3 The following Billing Information will be recorded for the SMS Termination Service whether chargeable or not for which there is a Service Schedule provided in Annex B (*Service Schedules*) and will be based upon call detail records:

- Interconnection switch identifier;
- The B Party;
- The A Party;
- The date and the time when the SMS message is sent to the Subscriber;
- The indication of a successful or failed delivery;
- Such other information as may be agreed.

2.2.4 The following Billing Information will be recorded for the MMS Termination Service whether chargeable or not for which there is a Service Schedule provided in Annex B (*Service Schedules*) and will be based upon call detail records:

- Interconnection switch identifier;

- The B number;
- The A number;
- The date and the time when the MMS Message is received by the Subscriber;
- Such other information as may be agreed.
- The size of the MMS message in Kbytes

2.3. Retention of detailed billing information

2.3.1 VIVA and the Other Licensed Operator will store the detailed Billing Information for a period of not less than twelve (12) Calendar Months after each Billing Period, in such a format and manner and in such amounts as will be sufficient to enable re-processing should it become necessary to recalculate the amounts due from one Licensee to the other to take account of changes in the relevant prices. This period is independent of any statutory and/or fiscal data retention requirements.

2.4. Interconnection Usage Report

2.4.1 With regard to the Voice Call Termination Service, VIVA and the Other Licensed Operator will process their respective versions of the Billing Information specified in Clause 2.2 so as to produce the matrix outlined below in Table 1, or such other form of Interconnection Usage Report as VIVA and the Other Licensed Operator may from time to time reasonably agree, which will be referred to as the Voice Call Interconnection Usage Report:

Table 1: for Voice services

| | | | |
|-----------------|-----------------------|----------------|---------------|
| Billing Period: | ddmm yyyy | | |
| Service Type | Total Number of Calls | Total Duration | Total Revenue |

| | | | |
|-------|---|---|---|
| | N | M | R |
| TOTAL | N | M | R |

Where: ddmm yyyy = the Billing Period month and year

Where: N = the total number of Voice Calls

Where: M = the total Chargeable Voice Call Duration

Where: R = the total Revenue Charge which will comprise:
M x Rate per minute

2.4.2 For billing and accounting purposes, Voice Calls will be considered to fall entirely within the Billing Period in which they finish.

2.4.3 With regard to the SMS Termination Service VIVA and the Other Licensed Operator will process their respective versions of the Billing Information specified in Clause 2.2 so as to produce the matrix outlined below in Table 2, or such other form of Interconnection Usage Report as VIVA and the Other Licensed Operator may from time to time reasonably agree, which will be referred to as the SMS Interconnection Usage Report:

Table 2

| | | | |
|-----------------|-----------------------------|--------------------|--|
| Billing Period: | dd mm yyyy | | |
| Service Type | Number of SMS Messages N | Total Revenue R | |
| TOTAL | N | R | |

Where: dd mm yyyy = the Billing Period month and year

Where: N = the total number of SMS Messages

Where: R = the total Revenue Charge which will comprise:
N x Rate per SMS Message

2.4.4 With regard to the MMS Termination Service VIVA and the Other Licensed Operator will process their respective versions of the Billing Information specified in Clause 2.2 so as to produce the matrix outlined below in Table 3, or such other form of Interconnection Usage Report as VIVA and the Other Licensed Operator may from time to time reasonably agree, which will be referred to as the MMS Interconnection Usage Report:

Table 3

| | | | |
|-----------------|-----------------------------|--------------------|--|
| Billing Period: | dd mm yyyy | | |
| Service Type | Number of MMS Messages N | Total Revenue R | |
| TOTAL | N | R | |

Where: dd mm yyyy = the Billing Period day, month and year

Where: N = the total number of MMS Messages

Where: R = the total Revenue Charge which will comprise:

N x Rate per MMS Message

2.4.5 VIVA and the Other Licensed Operator shall exchange Voice, SMS and MMS Interconnection Usage Reports together with the resulting invoice ten (10) Business Days from the end of the Billing Period.

2.5. Reconciliation procedure

2.5.1 Reconciliation of traffic flows between VIVA and the Other Licensed Operator will occur monthly. The Other Licensed Operator will compare its version of the Voice, SMS and MMS Interconnection Usage Reports with the corresponding versions of the reports as supplied to the Other Licensed Operator by VIVA.

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- 2.5.2 The Other Licensed Operator and VIVA will agree that a discrepancy of up to one percent (1%) per service type will be accepted. That is to say that where there is a discrepancy between the Voice, SMS or MMS Interconnection Usage Reports supplied by the Billing Party and the similar report generated by the Billed Party and for any one service type the amount of the discrepancy is less than one percent (1%) there will be no interconnection billing reconciliation procedure for that service type, otherwise the discrepancy will be subject to the reconciliation procedure detailed below.
- 2.5.3 Where the Billed Party has notified the Billing Party, within twenty (20) Business Days of receipt of the invoice and supporting documentation, of a discrepancy between the Interconnection Usage Reports and such discrepancy is outside of the permitted tolerance as set out in Clause 2.5.2 the procedure set out in Clauses 2.5.7 to 2.5.9 inclusive shall apply.
- 2.5.4 VIVA and the Other Licensed Operator will act in good faith to resolve the discrepancy in a timely manner.
- 2.5.5 Within five (5) Business Days of the Billed Party notifying the Billing Party of an unacceptable discrepancy the Billing Party will supply to the Billed Party the detailed Billing Information as defined in Clause 2.4 and the Billed Party will provide its similar information to the Billing Party within the same timescale.
- 2.5.6 Each Party will review the data supplied by the other Party in order to determine the source of the discrepancy in the Interconnection Usage Reports.
- 2.5.7 In order to reconcile the billing discrepancy the joint Technical Review Committee will meet within ten (10) Business Days of receipt of the detailed billing information, as defined in Clause 2.4. Please also refer to Clause 19 of the Supply Terms for the Resolution of Disputes.
- 2.5.8 Having identified the source of the discrepancy and having taken suitable corrective action both Parties will produce new Interconnection Usage Reports

and compare such reports to determine whether these new reports are within the acceptable tolerance limitations as set out in Clause 2.5.2.

- 2.5.9 Notwithstanding the other provisions of this Clause 2.5 either Party may waive its rights to participate in the reconciliation procedure by immediately adjusting its Interconnection Usage Report for the particular service type to substitute the billing figures in such Interconnection Usage Report with the billing figures submitted by the other Party for such services.

3. **INVOICING**

3.1. **Billing Period**

- 3.1.1 The Billing Period for Interconnection traffic will be monthly commencing from 00:00:00 hours (Bahrain time) on the 1st day of each Calendar Month or such other time as may be agreed from time to time between the Licensees. The end of each Billing Period will be 24:00:00 hours (Bahrain time) on the last day of each Calendar Month or such other time as may be agreed from time to time between the Licensees.

3.2. **Invoices**

- 3.2.1 At the end of each Billing Period the Billing Party will submit to the Billed Party invoices for charges for Interconnection Services as outlined in the appropriate Service Schedules contained in Annex B (*Service Schedules*) or the Interconnection Agreement for which the Billing Party is entitled to charge the Billed Party during such Billing Period.
- 3.2.2 Unless mutually agreed otherwise, the Billing Party will send a copy of any invoice pertaining to the Interconnection Services to the Billed Party.
- 3.2.3 All charges payable under the Interconnection Agreement pursuant to this RIO will be calculated in accordance with this Annex D and at the rates specified in Annex C (*Price List*), and the Interconnection Agreement as appropriate, as

amended from time to time. Invoices raised pursuant to the Interconnection Agreement will be paid in accordance with Clause 15 of the Supply Terms of this Reference Interconnection Offer.

3.2.4 For the avoidance of doubt, an invoice (including an invoice based on estimated information) will be dated as of the date of issue of that invoice (the “Issue Date”) and will be due for payment thirty (30) Days later (the “Due Date”).

3.2.5 The Billing Party will provide with the invoice appropriate Billing Information as defined in Clauses 2.1, 2.3 and 2.2 of this Annex D to calculate the invoice to enable the Billed Party to accurately process the invoice for the Interconnection Services.

3.3. Estimated Invoices

3.3.1 If either the Network or billing system fails to provide all of the Billing Information necessary for the Billing Party to prepare a full invoice, the Billed Party will, at the request of the Billing Party, use its reasonable endeavours to supply the missing Billing Information. There will be no legal liability on the Billing Party arising from the preparation of an incorrect invoice by the Billing Party where the inaccuracies in the said invoice result from inaccuracies in such Billing Information provided by the Billed Party to the Billing Party. Both Parties acknowledge that Billing Information supplied by the Billed Party pursuant to this Clause 3.3.1 will have been supplied via a suitable system and that neither Party can warrant that the information is free of error. Notwithstanding the above both Parties will use best endeavours to ensure its systems and processes are error free and full reconciliation is the normal target.

3.3.2 In the event of Billing Information not being available to the Billing Party in time to produce the monthly invoice, VIVA and the Other Licensed Operator agree that an estimated invoice may be produced. This estimate will be derived using the following formula for the required detail of each separate Interconnection Service in the Services Schedules:

- Traffic Month N = Average of Traffic for Months (N-1) (N-2) and (N-3);
- This method of estimating invoices will not be used for consecutive months.

3.3.3 Both VIVA and the Other Licensed Operator will advise the other Party of the fact that any invoice is estimated together with the reasons for using estimates.

3.3.4 Final clearing of estimated invoices must take place within three (3) Calendar Months of the date of issue of the estimated invoice.

3.4. Invoicing Discrepancies

3.4.1 For the avoidance of doubt where the Billed Party considers for any given service type that the Billing Party's invoice does not accord with the calculations of the Billed Party and the discrepancy is within the limits of tolerance as set out in Clause 2.5.2 then the Billed Party will pay the Billing Party's invoice in full and by the Due Date.

3.4.2 If the Billed Party disagrees with any item on an invoice issued by the Billing Party then that part and value of the invoice shall be temporarily suspended for investigation and correction if necessary without otherwise affecting liability for settlement of the remainder of that invoice.

3.4.3 The Billed Party should submit a request for recalculation of that invoice within three (3) weeks from the date of receipt of that invoice. The joint Technical Review Committee or appointed billing sub-committee from both Parties will meet within one (1) week of such a request and use best efforts to reconcile the reports in a timely manner.

3.4.4 VIVA and the Other Licensed Operator will follow the reconciliation procedure as set out in Clause 2.5.

3.4.5 If such reconciliation has not been resolved before the Due Date, and if the amount in dispute is equal to or more than one percent (1%) of the net amount

for the specific service type of the relevant invoices, the total invoiced amount, less the disputed amount, will be due and payable on the Due Date.

- 3.4.6 Time to reach a final reconciliation of any invoice in dispute is three (3) Calendar Months from the date of receipt of the request for calculation. If a resolution is not reached, the matter will then be resolved according to Clause 19 of the Supply Terms.
- 3.4.7 If on investigation it is agreed that there is found to be no error or such error varies by less than one percent (1%) from the correct amount then the Billed Party shall settle the value of the amount suspended in Clause 3.4.5 promptly within five (5) Business Days of the date of such agreement.
- 3.4.8 If on investigation the Billing Party agrees that there is an error of a value greater than or equal to one percent (1%) of the correct amount then the Billing Party shall re-bill the item at its corrected value in the normal way, which will be payable within five (5) Business Days of receipt. Where the Billed Party has settled the original invoice in accordance with 3.4.5 and in circumstances where the revised invoice is for a lower amount than the amount of payment made against the original invoice then the amount of such overpayment will be repaid within five (5) Business Days of such agreement, unless otherwise agreed between the Parties.

3.5. **Payment**

- 3.5.1 Parties agree that Netting is accepted as a payment methodology herein this Annex. Netting in the context of this clause 3.5 shall mean: Consolidating the value of two or more transactions, payments or positions in order to create a single value. Netting also entails offsetting the value of multiple invoices (“**Netting**”).
- 3.5.2 Subject as stated below, all charges due to the Billing Party by the Billed Party will be payable by the Due Date.

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- 3.5.3 If, pursuant to a dispute between the Licensees, the Billed Party has notified the Billing Party of a dispute relating to such invoice and such dispute has not been resolved before the Due Date, and if the amount in dispute represents less than one percent (1%) of the total amount for the specific service type of the relevant invoice, the whole amount will be due and payable on the Due Date.
- 3.5.4 If, pursuant to a dispute between the Licensees, the Billed Party will have notified the Billing Party of a dispute relating to such invoice and such dispute will not have been resolved before the Due Date, and if the amount in dispute is equal to or more than one percent (1%) of the total amount for the specific service type of the relevant invoice, the amount, less the disputed amount, will be due and payable on the Due Date.
- 3.5.5 Notwithstanding notification of a dispute, if the Billed Party overpays any amount the overpayment amount will be repaid by the Billing Party to the Billed Party. Payment will be made within five (5) Business Days from the date of agreement that an overpayment has been made unless agreed otherwise between the Licensees.
- 3.5.6 Notwithstanding notification of a dispute, if the Other Licensed Operator fails to pay on the Due Date any amount due under any Interconnection Agreement pursuant to this RIO then VIVA may apply the bank guarantee as described in Clause 16 of the Supply Terms. VIVA reserves the right to suspend new orders and also take any necessary action for the suspension of existing services as described in Clause 20 of the Supply Terms. In case of the suspension of the existing services, VIVA shall notify in writing, thirty (30) Days in advance both the Other Licensed Operator and the TRA.

4. **DISPUTES**

- 4.1.1 Billing disputes between the Other Licensed Operator and VIVA will be resolved according to this Annex D in the first instance and then in accordance with the precedence order as described in Clause 19 of the Supply Terms.

Dispute Escalation Matrix

| | |
|--------------|--|
| First Level | Wholesale Group Email: wholesal@viva.com.bh |
| Second Level | Wholesale Manager Email: oshagar@viva.com.bh |
| Third Level | Wholesale Director Email: sodeh@viva.com.bh |

5. INTERCONNECTION REPORTS

5.1. Sample Interconnection Voice Call Traffic Report

5.1.1 The following table outlines the traffic-reporting format that will be used on a monthly basis.

| Billing Period: | Start date: _____ | | End date: _____ | | |
|------------------------|-------------------|-----------------|-----------------|---------|--------|
| Service Type | Service Schedule | Switch # or POI | Calls | Minutes | Charge |
| Voice Call Termination | 1 | | | | |
| | | | | | |
| Total | | | | | |

5.2. Sample SMS Message Traffic Report

5.2.1 The following table outlines the SMS Message traffic reporting format that will be used on a monthly basis.

| Billing Period: | Start date: _____ | | End date: _____ | | |
|-----------------|-------------------|-----------------|-----------------|--------|--|
| Service Type | Service Schedule | Switch # or POI | Messages | Charge | |
| SMS Termination | 2 | | | | |
| | | | | | |
| Total | | | | | |

5.3. Sample MMS Message Traffic Report

5.3.1 The following table outlines the MMS Message traffic reporting format that will be used on a monthly basis.

| Billing Period: | Start date: _____ | | End date: _____ | | |
|-----------------|-------------------|-----------------|-----------------|--------|--|
| Service Type | Service Schedule | Switch # or POI | Messages | Charge | |
| MMS Termination | 3 | | | | |
| | | | | | |
| | | | | | |
| Total | | | | | |

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