
NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED

Circular to all Trading and Clearing Members of the Exchange

Circular No. : NCDEX/TECHNOLOGY-016/2014/251

Date : August 25, 2014

Subject : Higher Bandwidth P2P Connectivity

As part of its continuous effort to enhance facilities for trading connectivity, the Exchange had introduced 2 Mbps Point-to-Point (P2P) connectivity vide circular no. NCDEX/ TECHNOLOGY-007/2011/175 dated June 07, 2011 and NCDEX/TECHNOLOGY-017/2011/292 dated September 23, 2011.

In response to requests from the market participants, the Exchange is now pleased to announce availability of bandwidth higher than 2 Mbps for Point-to-Point (P2P) connectivity.

1. Annual port charges as detailed in Annexure 3 shall be payable on a per port / slot basis for availing the facility.
2. In addition to the port / slot charges payable to the Exchange as above, members shall pay the applicable link charges directly to the concerned service provider.
3. Members have to procure their own dedicated Router for terminating the said higher bandwidth point-to-point links, and access the trading system.

Members desirous of availing this facility are requested to apply at the earliest, as the number of ports/slots, available for the higher bandwidth Point-to-Point connectivity are limited. Such applications will be considered on a first-come-first-serve basis.

The following Annexures to this circular may be referred for more details:

Annexure 1 – Step-wise Instructions for Application of higher bandwidth Point-to-Point Connectivity

Annexure 2 – Feasibility Request Format

Annexure 3 – Charges for subscribing to higher bandwidth Point-to-Point Connectivity

Annexure 4 – Application for New higher bandwidth Point-to-Point leased line

- Annexure 5 – Undertaking format on Rs 300 stamp paper
- Annexure 6 – Procedure for Shifting of Leased Line
- Annexure 7 – Application for Request to check feasibility for the shifting of higher bandwidth Point to Point leased line
- Annexure 8 – Application for shifting of higher bandwidth Point to Point leased line
- Annexure 9 – Procedure for Surrender of Leased Line
- Annexure 10 – Application for Surrender of higher bandwidth Point to Point leased line
- Annexure 11 – Minimum Router Requirement

For and on behalf of
National Commodity & Derivatives Exchange Limited.

Anand Iyer
Chief Information Officer

For further information / clarifications, please contact

1. Customer Service Group on phone 022 6640 6609-12, 011 23344795
2. Customer Service Group by e-mail to: askus@ncdex.com

ANNEXURE – 1

Step-wise Instructions for Application of higher bandwidth Point-to-Point Connectivity

Members' needs to follow the given below process:

1. Send feasibility request as mentioned in Annexure - 2 to NCDEX at: askus@ncdex.com
2. Upon receipt of feasibility request from member, NCDEX, on behalf of the member, will forward the request to service provider as indicated by member in feasibility request.
3. Member will be intimated by Exchange upon receipt of feasibility report from the respective service provider.
4. If the location is found feasible, member has to submit Request to NCDEX in the form of Annexure 4 (On Company Letterhead) & Annexure 5 (On Rs. 300 Stamp Paper and Notarized).
5. After receiving completed documents along with requisite payments, the Exchange, on behalf of the member, will process the application for the higher bandwidth Point-to-Point circuit through the respective service provider. Members are to note that all telecom companies take between 6-8 weeks to commission the line. Hence members are encouraged to apply early as per requirement.
6. Member will have to Monitor and directly follow up with Service Provider for any link related issue.

ANNEXURE – 2**Feasibility request**

For feasibility request kindly mail us the details in the below format to askus@ncdex.com

1	Name of Trading Member & Member ID	
2	Bandwidth	
3	Leased line Installation Address	
4	City & PIN code	
5	District and State	
6	Contact Person at Site	
7	Mobile Number of Contact Person	
8	Site Phone No with STD Code	
9	FAX Number	
10	Email Address	
11	Is there any MUX available at the above given location? If so, specify Service Provider.	
12	CKT ID of the existing lease line (If any) at the above location along with service provider	
13	Preferred Service Provider (As per preference)	

Note: Points 1 to 10 are mandatory without which feasibility application will be rejected.

ANNEXURE – 3**Charges for subscribing to the higher bandwidth Point-to-Point Connectivity**

To avail higher bandwidth point to point connectivity Member has to pay Port/Slot charges to NCDEX and Leased line charges (ARC + OTC) to respective service provider.

1. Annual Recurring Charges for per port/slot would be as mentioned below:

Sr. No.	Bandwidth	Port Charges exclusive of taxes
1	2 Mbps	59,000
2	4 Mbps	1,18,000
3	6 Mbps	1,59,300
4	8 Mbps	2,00,600
5	10 Mbps	2,36,000

The above charges shall be paid initially at the time of application, by way of Demand draft drawn in the name of NCDEX LTD. Subsequently, the annual charges will be debited from the member's Exchange Dues account.

Members may please note that:

1. The above charges shall be payable to NCDEX in advance at the time of availing the service.
2. The above charge DOES NOT include any of the link charges payable to the network service provider.
3. The Annual recurring charge is the port / slot subscription charges payable in advance to the Exchange.
4. All above charges are exclusive of taxes. Taxes are extra as applicable.
5. The charge will be recovered from the member's exchange dues account at the beginning of every financial year.
6. This charge is not refundable.

2. Annual Recurring charges for the leased line + one time installation charges as applicable, payable to the Network Service provider.

The above charges shall be in accordance with the Network Service provider rate card & shall be intimated to the member at the time of response to the feasibility request.

Members may please note that:

1. The above charges shall be paid by way of "Demand Draft" drawn in the name of Network service provider.
2. The above charges shall be payable to Network service provider in advance at the time of application for a new P2P leased line.
3. All above charges are exclusive of service taxes. Taxes are extra as applicable.
4. Annual charges will be recovered from the member's exchange dues account at the beginning of every financial year.
5. This charge is not refundable for 1st year of commissioning / shifting / surrender.

ANNEXURE – 4**Application for higher bandwidth P2P leased line**
(On member's letter head)

Date:
To:
Membership Department
NCDEX Limited,
Kanjurmarg (W)
Mumbai – 400 078

Dear Sir,

Sub: **Application for higher bandwidth Point-to-Point Leased line.**

This has reference to your circular no. NCDEX/TECHNOLOGY-016/2014/251 dated August 25, 2014 for the purpose of Leased line connectivity through TCL / AIRTEL to the NCDEX trading system. We desire to avail the said facility. Please find below the details of the locations, contact persons and site telephone numbers where we require the circuit to be terminated.

1	Name of Trading Member & Member ID	
2	Bandwidth	
3	Leased line Installation Address	
4	City & PIN code	
5	District and State	
6	Contact Person at Site	
7	Mobile Number of Contact Person	
8	Site Phone No with STD Code	
9	FAX Number	
10	Email Address	
11	Service provider	

Yours faithfully,

For, (Name & Signature of the authorized signatory)
Company Stamp

Enclosure:

1. Notarized Undertaking in the prescribed format on Rs.300 stamp paper.
2. D.D. amounting to Rs. _____ (i.e., Rs._____ + Service tax @ 10.30% as is currently applicable) (Name of Bank)..... D.D. No..... dated Towards port charges in favour of NCDEX LTD.
3. D.D. amounting to (Rupees only) (Name of Bank)..... D.D. No..... dated Towards lease line charges in favour of Network Service Provider as per below details.

Network Service Provider	DD to be in Favour of	
TCL	Tata Communications Limited	
Airtel	Bharti Airtel Ltd. (OTC and ARC)	Bharti Airtel Services Ltd. (NTU charges)

Annexure- 5

(On Rs. 300 Stamp Paper and to be notarized)

Leased Line - Undertaking

This Undertaking cum Indemnity is made on this the _____ day of _____ 201____ by _____, admitted as a Trading Member (TM ID No. _____) with National Commodity and Derivatives Exchange Limited ('NCDEX' or 'Exchange') and having his/its address/its registered office at _____ (hereinafter referred to as "I/We or "Trading Member" or "Undersigned" wherever the context so requires, which expression shall unless repugnant to the context or meaning thereof include his/its heirs, successors, assigns and legal representatives) to and in favor of National Commodity & Derivatives Exchange Ltd., a company incorporated under the Companies Act, 1956 with its registered office at Akruti Corporate Park, 1st Floor, Near G.E.Garden, L.B.S. Marg, Kanjurmarg (West), Mumbai - 400 078 (hereinafter referred to as " NCDEX " which expression shall unless repugnant to the context or meaning thereof include its successors or assigns).

WHEREAS

1. NCDEX has introduced a trading system, for the purpose of screen based trading facility for the whole territory of India.
2. NCDEX through its Trading system has established trading facilities in the whole territory of India by setting up a central computer at Mumbai connected to the Trading Members work stations through appropriate communication network (hereinafter referred to as "NCDEX Network") using Leased Line or Multi Protocol Level Switch (MPLS) connectivity (hereinafter referred to as "Leased Line") provided by service providers such as Mahanagar Telephone Nigam Ltd. (MTNL), BSNL, TTML, TCL, AIRTEL, RELIANCE and others (hereinafter referred to as "Service Provider" individually and as "Service Providers" collectively) and also through VSATs.
3. The Trading Member intends to be connected to the NCDEX Network through Leased Line and NCDEX agrees to provide/facilitate the said facility to the Trading Member among other conditions, on the execution of this Undertaking.

NOW IN CONSIDERATION OF NCDEX permitting me/us as a trading member to use the above mentioned NCDEX Network, I/WE UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE,

1. I/We have applied for the Leased Line vide application No. _____
2. I/We agree that the Leased Line being provided will be used purely for NCDEX trading purpose only.

That ownership of the NCDEX Network will remain with NCDEX and will not be transferable to me / us in any manner.

3. That Closed User Group for the NCDEX Network will consist of NCDEX and its authorized members/users.
4. To procure the Leased Line(s) in the name of NCDEX and make all the necessary payments to the concerned Service Providers from whom we avail the connectivity service and follow up from time to time with such Service Provider for installation, commissioning and other related services and shall submit all the relevant original documents to NCDEX immediately and from time to time as may be necessary.
5. To take all the necessary measures to shift the Leased line at my/our own cost (including the cost of any extra equipment, if required) to the new location of NCDEX as and when intimated and shall not hold NCDEX responsible for any disruption or stoppage of trading or connectivity through Leased Line during the shifting period for any reason whatsoever.
6. That I/We shall do all necessary follow-ups with the Service Provider concerned for shifting of the Leased Line in case of shifting of our operations to other locations and shall pay the necessary charges thereof to the Service Provider in the manner required.
7. To hire the Leased Line circuit for a minimum period as may be prescribed by the Service Provider from time to time.
8. To use NCDEX Network and all related or connected equipment only for the purposes prescribed or approved by NCDEX.
9. To provide the necessary equipment for the purpose of being connected to the NCDEX Network.
10. To procure and use only such equipment approved by the service Provider/NCDEX for the purpose of being connected to the NCDEX Network.

11. To follow up solely by myself/ourselves with the Service Provider concerned for the restoration of the Leased Line link/connectivity, in case of any malfunctioning or failure of my/our Leased Line.
12. To use NCDEX Network subject to the condition that the license issued by the Director General, Department of Telecommunication may be amended or altered from time to time and is issued only for the specific approved systems / equipment / circuits / services and users and subject to the condition that the Director General, Department of Telecommunication, reserves the right to revoke the license suo moto at any time.
13. To use NCDEX Network subject to and in accordance with the provisions of the Indian Telegraph Act, 1885, The Indian Telegraph Rules, The Indian Wireless Telegraphy Act 1933 and all other Rules and Regulations and relevant laws which shall be applicable.
14. To use all communications through NCDEX Network for the exclusive in-house communication of only approved users of the NCDEX Network and in no way, at no place and at no time to connect to Public Telecommunications/Telex/Data/Telephone Network of the Service Providers or any network of any other party unless permitted to do so by NCDEX.
15. To use the services provided on NCDEX Network for the bonafide use of Authorized Users only.
16. To ensure that the operation of the systems/Equipment installed by me/us does not cause any harm/loss to the Department of Telecommunication or the Service Provider concerned or NCDEX.
17. That in case of problems related to the connectivity with the Trading system, I/We agree to diagnose with the help of Service Provider's officials and upon rectification, to confirm to NCDEX that the Leased Line link is functioning normally.
18. To ensure that no communication/message which is prejudicial to the interests of the nation or to the security of India is passed over, through or on the Leased Line or any part of NCDEX Network.
19. Notwithstanding anything contained in the terms and conditions applicable for operation of the NCDEX Network, I/We agree not to carry such messages (e.g. Electronic Transfer of Funds), which are prohibited by law and which are not permitted by NCDEX, on any part of NCDEX Network.
20. That NCDEX does not give any commitments/guarantees towards Leased Line link performance like response time, uptime etc.

21. Not to hold the Service Provider/s or NCDEX responsible for any direct/indirect/consequential, harm/loss/damage of any kind to the user/users of NCDEX Network on account of any interruption on either the Service Providers' or NCDEX's systems or network.
22. To use NCDEX Network subject to and in accordance with the Bye-laws, Rules, Regulations of NCDEX and such other conditions as may be prescribed by the Service Provider or NCDEX from time to time.
23. To ensure that the Leased Line and related equipment are installed and used only in the approved premises under my/our control only by persons authorized or approved by NCDEX and to take all responsibility for authorized or unauthorized or any use of the NCDEX Network through the Leased Line and related equipment.
24. To ensure that the data communication link between the Exchange's equipment and Member's Trader Workstation shall be used on point-to-point basis only. The Member shall further ensure that the above link will not be connected to any other telecommunication network and shall indemnify the Exchange against any loss or damage including liabilities arising out of failure to comply with the above
25. I/We further agree to extend access to the Service Provider concerned in order to enable monitoring of the purpose, performance and operation of the Leased Line, as and when required.
26. I/We agree that necessary charges for registration/installation/Advance annual rental/Arrears, if any, will be paid by us in the manner required as and when we receive demand note/advice from the Service Provider concerned or NCDEX.
27. I/We agree that I/We shall pay the cancellation charges and other expenses incurred to establish the Leased Line connectivity as requested by me/us that may become payable in the event of cancellation of our application for Leased Line or upon closure of the Leased Line connectivity as and when required or demanded.
28. That in case of NCDEX running its live trading operations and/or conducting tests from its disaster backup site, I/We agree that I/We am/are not entitled to and may not be provided with the connectivity to NCDEX's trading facility through the Leased Line.
29. That I/We shall lay the cables and provide conduits for the cables at my/our own cost as per the specifications of NCDEX or its representative.

30. That NCDEX shall not be liable for any stoppage in my/our trading activities owing to objections from any regulatory authorities. NCDEX shall also not be liable for any direct or indirect damages or losses suffered by me/us, for whatsoever reason including owing to system malfunctioning, failure or loss of connectivity.
31. That I/We shall not alienate or part with any portion of the equipment /equipment of the NCDEX Network or any equipment connected with the NCDEX Network in any manner whatsoever including by way of Mortgage, Hypothecation, Pledge, Exchange, Gift, Lease, License, Agency etc.
32. I/we agree to provide the Telecom Engineering Centre (TEC) approved equipment and cables at my/our end for the Leased Line connectivity between the Trading system and my/our premises.
33. I/We agree that the Leased Line connectivity may be deactivated at any point of time on failure of compliance with any of the above conditions, till such time the necessary corrections are complied with or incorporated.
34. I/We agree that the trading facility through the Leased Line may be withdrawn by NCDEX at any point of time at its own discretion without assigning any reason whatsoever.
35. I/We agree and undertake to maintain safely, the MLLN or similar modems provided by the Service Provider and that in case of any physical damage thereto or theft /loss thereof, we will bear the charges and costs as specified by the Service Provider.
36. I/We hereby irrevocably authorize NCDEX to debit our/my designated Exchange Dues Account for the amount payable towards annual recurring charges as well as dues and other costs towards all the Leased Line/s taken by us for connectivity to NCDEX Network as and when due. We undertake to provide necessary funds in our said account and agree that in the event of insufficiency of funds in our said account, the Leased Line/s connectivity may be withdrawn and the Exchange may appropriate the dues from any monies held by the Exchange to our account besides any other action as the Exchange deems fit.
37. I/We agree to indemnify and keep indemnified NCDEX to the extent of the claims, penalties, damage, loss, harm, costs or which shall be incurred by NCDEX as a consequence of any.
- a. Contravention of any of the clauses mentioned above for which I/We am/are giving this undertaking to comply with or

- b. Contravention of any of the Bye-laws, Rules, Regulations framed by NCDEX upon which NCDEX may adopt any course of action which may be either disciplinary or legal or impose any other penalty which NCDEX may deem necessary, which shall include the right of NCDEX to demand from the Trading Member, i.e the Undersigned, any amount of monetary compensation for any default on the part of Trading Member and which amount, may be adjusted by NCDEX at its discretion against my/our security deposit with NCDEX.

38. I/We do hereby agree to indemnify the Service Provider concerned and keep them indemnified against any loss damage claim, cost, charges, expenditure incurred by or made against them in respect of loss of rent/ call charges, violation of C.U.G. norms due to misuse of the Leased Line or otherwise whatsoever in the matter.

39. I/we hereby agree to abide by the provisions of Indian Telegraph Act and Indian Telegraph Rules in force and as modified from time to time in general and section 20-A and section 25-C in particular and such other terms and conditions prescribed by the Service Provider/s.

Dated

Place:

Authorised Signatory
Name, Address & Tel. No.
with rubber stamp

(of "B" end user)

Extract of Indian Telegraph Act

1. Section 20-A Breach of condition of license – If the holder of a license granted under Section 4 contravenes any condition in his license; he shall be punished with fine, which may extended to five hundred rupees for every week during which the breach of the condition continues.
2. Section 25: Intentionally damaging or tampering with telegraphs – If any person intending to commit mischief, damages, removes, tampers with or touches any battery, machinery, telegraph lines, post or other thing whatever, being part of or used in or about any telegraph or in the working thereof, he shall be punished with imprisonment for a term which may extend to three year, or with fine, or with both.

Signed and delivered by the within named Trading Member

WITNESSES

Signature

(1) NAME:
ADDRESS:

Signature

(2) NAME:
ADDRESS:

BEFORE ME

ANNEXURE – 6

SHIFTING OF LEASED LINE

Members needs to follow the given below process for shifting of Leased Line:

1. Members desirous of shifting leased circuit will have to e-mail the new location details to askus@ncdex.com as per Annexure – 7 for feasibility check.
2. If the leased circuit is feasible at new location, the same will be intimated to the member.
3. Thereafter members should submit duly signed application as per the Annexure - 8 along with demand draft for the applicable shifting charges in the name of respective service provider, to NCDEX Leased Line department within 10 days of receipt of feasibility.

ANNEXURE – 7

Dear Sir,

Sub: Request to check feasibility for the shifting of higher bandwidth Point to Point leased circuit

This has reference to the Point to Point leased circuit which is installed in our premises. We request you to check for feasibility for shifting of our leased circuit to the below mentioned new address. The details of the old and the new address and the circuit's details are mentioned below.

1	Name of Trading Member & Member ID	
2	Current Address with pincode	
3	New Address with pincode	
4	Circuit ID	
5	IP Address	
6	Contact Number (Landline) Contact Number (mobile)	
7	Fax number	
8	e-mail ID	
9	Is there any MUX available at the new location? If so, specify Service Provider	
10	CKT ID of the existing lease line (If any) at the new location along with service provider	

Thanking you.

Yours faithfully
For Name of the Member

ANNEXURE – 8

(On Member's letter head)

Date:

To,

Membership Department,
NCDEX Ltd,
1st floor, Akruti Corporate Park,
L.B.S Marg,
Kanjurmarg (west), Mumbai-400078.

Sub: Shifting of higher bandwidth Point to Point leased circuit.

Dear Sir,

We would like to Shift our Point to Point leased circuit, provided by TCL / AIRTEL as per the commissioning note for the existing Point to Point leased circuit.

The details of existing Point to Point leased line connectivity is as follows:

Current Site Address:

Circuit ID-

WAN/LAN IP Address-

We request you to kindly shift our connectivity to below mentioned new address:

New Site Address:

Telephone No.:

Name, Email address and number of the contact person:

I/We also agree that it shall be my/our responsibility to follow up with Exchange / Service Provider till the completion of all shifting formalities.

Thanking You,

Yours truly,
(Authorized Signatory with seal)

Enclosure:

1. Copy of Leased line work order or advice note.
2. D.D. amounting to (Rupees only) (Name of Bank)..... D.D. No..... dated Towards lease line shifting charges in Favour of Network Service Provider as per below details.

Network Service Provider	DD to be in Favour of
TCL	Tata Communications Limited
Airtel	Bharti Airtel Ltd.

ANNEXURE – 9

SURRENDER OF LEASED LINE

Member's needs to follow the given below process for Surrender of Leased Line:

1. Members who wish to surrender the Leased circuit shall be required to submit a duly signed surrender application form as per Annexure - 10 to Membership Department, NCDEX.
2. Upon receipt of the complete documents as prescribed and the dues if any, and upon complying with other prescribed compliances by the Member, the Exchange shall process the surrender request.
3. Upon surrender, TCL / AIRTEL shall take back all its equipment's from the Member's premises after disconnection of Leased circuit.

Members shall take note of followings:

- Members shall not be entitled to refund of any charges if the connectivity is surrendered within a year of installation.
- From the second year onwards, Members will be billed as per the final bill from the corresponding service provider, and refunds, if any, shall be given back to the member.

ANNEXURE – 10

(On Member's letter head)

Date:

To,
Membership Department,
NCDEX Ltd,
1st floor, Akruti Corporate Park,
L.B.S Marg,
Kanjurmarg (west), Mumbai-400078.

Sub: Surrender of higher bandwidth Point to Point leased circuit connectivity

Dear Sir,

We would like to surrender our ____ Mbps (kindly mention lease line bandwidth) Point to Point leased line connectivity to NCDEX network, provided by TCL / AIRTEL. A copy of the commissioning note / work order is enclosed for reference. The leased circuit is currently installed at the following location.

Present Site Address:

The details of Leased Line:

Circuit ID-
WAN/LAN IP Address-
Contact Person Name-
Telephone Number-
Mobile Number of Contact Person-
Email Address-

We request you to kindly terminate our connectivity of the above Leased Line from the NCDEX network.

Declaration: -

I/We confirm that we have placed necessary request on WEB NCFE for deletion/shifting (strike out whichever is not appropriate) of all our User IDs linked to our above mentioned Leased circuit. We agree that we shall continue to be liable for all acts, commissions and omissions or obligations arising on account of use of the said User IDs.

I/We also understand and agree that, unless the User IDs on the above mentioned circuit are deleted/ shifted as per our request, the Leased circuit will not be processed further for surrender.

I/We also confirm that all dues related to above mentioned Leased circuit have been paid by us to TCL / AIRTEL up to date as per paid bill copies enclosed and we undertake to pay all dues in respect thereof till the confirmation by TCL / AIRTEL / of the removal of our Leased circuit from the Exchange network as per our request. We will provide to NCDEX a copy of proof of return of the modems to TCL / AIRTEL.

I/We also agree that it shall be my/our responsibility to follow up with Exchange / Service Provider till the completion of all surrender formalities.

Thanking You,

Yours truly,
(Authorized Signatory with seal)

Annexure - 11

Minimum Router Requirement

Make & model : CISCO 1941 Router
Interfaces : 1 -port serial WAN interface card and 1 port ISDN BRI card
IOS version : Supporting Multicast, OSPF, BGP (Data License)
Cables : V.35 cable, DTE Male to smart serial – 10 feet

** Members may please note that the Router requirement may change from time to time.*