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**NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED**

Circular to all Trading and Clearing Members of the Exchange

Circular No. : NCDEX/TECHNOLOGY-040/2016/273

Date : October 14, 2016

Subject : MPLS test environment for trading members

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Further to the Exchange Circular no. NCDEX/TECHNOLOGY-009/2015/193 dated May 29, 2015 for migration of the trading protocol from NNF to FIX, the Exchange is pleased to announce introduction of dedicated MPLS service from Tata Communications Ltd. to connect to the Exchange Test environment. This facility will enable the members to connect to the Test environment on a continuous basis for testing their applications on new FIX based engine.

Members who wish to subscribe to this service would need to apply for a separate 2 Mbps MPLS leased line from Tata Communications Limited.

Members are requested to contact the Network department of NCDEX through the toll-free number or write to [llsupport@ncdex.com](mailto:llsupport@ncdex.com)

This circular is issued in terms of Bye Laws 8.2 of Part-A read with Regulation 4.1 of the Exchange Regulations.

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

Anand Iyer  
Chief Information Officer

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For further information / clarifications, please contact

1. Customer Service Group on toll free number: 1800 26 62339
2. Customer Service Group by e-mail to : [askus@ncdex.com](mailto:askus@ncdex.com)

## 1. APPLICATION PROCEDURE

The members would need to follow the process as mentioned below

- Send feasibility request as mentioned in Annexure - I to the Exchange at email address: [askus@ncdex.com](mailto:askus@ncdex.com)
- Upon receipt of feasibility request from member, the Exchange, on behalf of the member, will forward the request to service provider as indicated by member in feasibility request.
- Member will be intimated by the Exchange upon receipt of feasibility report from the service provider.
- Once feasibility confirmation is received, Members shall be required to provide an application as per Annexure - II on their letterhead & undertaking executed on Rs. 300/- stamp paper duly NOTARISED in the form as prescribed in Annexure - III, within 10 days of receipt of feasibility.
- After receiving completed documents along with requisite payments, the Exchange will process the application for MPLS leased circuit through the service provider. Members are to note that all telecom companies take between 5-7 weeks to commission the MPLS. Hence members are encouraged to apply early as per requirement.

## 2. CHARGES AND PAYMENT PROCEDURE WITH APPLICATION

For the benefit of Members, the Exchange has negotiated revised tariffs for 2 Mbps MPLS leased line as given in circular no. NCDEX/TECHNOLOGY-012/2016/076, dated April 11, 2016.

Member shall be required to pay a one-time Installation charge (OTC) of Rs. 10,000/- (OTC may vary depending on the feasibility) and Annual recurring charge (ARC) of Rs. 1,20,000/- for 2 Mbps MPLS leased circuit for the first year by way of Demand Draft, in favour of "Tata Communications Limited" payable at Mumbai.

Annual Recurring charges from second year onwards will be recovered from the member annually in advance, after receiving the bills from Tata Communications Limited.

Kindly note that lock-in period of one year would be applicable.

## 3. ROUTER REQUIREMENT

Members have to procure a dedicated Router on their own, for accessing the test environment. The minimum specifications of the Cisco Router are given in Annexure - IV.

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

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**Annexure – I****Feasibility request**

For feasibility request kindly mail us the details in the below format to [askus@ncdex.com](mailto:askus@ncdex.com)

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

## Annexure - II

### Application for New MPLS leased circuit

(On members' letter head)

Date:

To:

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

Dear Sir,

Sub: **Application for New MPLS Leased line connectivity for test environment.**

This has reference to your circular no. NCDEX/TECHNOLOGY-040/2016/273 dated October 14, 2016 for the purpose of Leased line/MPLS circuit connectivity through Tata Communications Limited to the NCDEX test environment. 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	
2. Leased line/MPLS Installation Address	
3. City & PIN code	
4. District and State	
5. Contact Person at Site	
6. Mobile Number of Contact Person	
7. Site Phone No with STD Code	
8. FAX Number	
9. Email Address	
10. Bandwidth	2 Mbps
11. Service Provider	Tata Communications Limited

Yours truly,  
 (Authorized Signatory with seal)

Enclosure:

1. Leased line location address proof
2. Notarized Undertaking in the prescribed format on Rs.300 stamp paper.
3. D.D. amounting to ..... (Rupees ..... only)  
 (Name of Bank)..... D.D. No..... dated ..... towards MPLS circuit charges is enclosed.

**Annexure - III****(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 favour 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

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## **Annexure – IV**

### **Minimum Router Requirement**

Make & model : CISCO 1841/1941 Router with 2 (10/100 T) Ethernet Interfaces  
Interfaces : 1 -port serial WAN interface card 1 port ISDN BRI card  
IOS version : Multicast Supporting, IP SLA & BGP (SP based IOS 12.4) or above  
Cables : V.35 cable, DTE Male to smart serial – 10 feet