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**NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED**

Circular to all market participants of the Exchange  
Circular No.: NCDEX/TECHNOLOGY-023/2023  
Date : June 30, 2023  
Subject : Master Circular- Technology

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Exchange has been issuing various circulars to its Members from time to time. In compliance with the SEBI Circular No. SEBI/HO/MRD/POD 3/CIR/P/2023/58 dated April 20, 2023 and in order to enable the users to have an access to all the applicable circulars in one place, the “Master Circular-Technology” is attached hereto as **Annexure A**.

This circular is a compilation of all the relevant circulars issued by the Exchange/SEBI which are operational as on March 31, 2023.

It is hereby clarified that in case of any inconsistency between the Master Circular and the original applicable circulars, the content of the relevant circular shall prevail.

Notwithstanding in any revision in the processes or formats, if any –

a) anything done or any action taken or purported to have been done or taken under such revised/ rescinded process including but not limited to any regulatory inspection/ investigation or enquiry commenced or any disciplinary proceeding initiated or to be initiated under such rescinded/ revised process or rescission, shall be deemed to have been done or taken under the corresponding provisions of this Master Circular;

b) the previous operation of the rescinded process or circular or anything duly done or suffered thereunder, any right, privilege, obligation or liability acquired, accrued or incurred thereunder, any penalty incurred in respect of any violation of such rescinded process or circulars, or any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty as aforesaid, shall remain unaffected as if the rescinded process or circulars have never been rescinded.

All Members and the market participants are requested to take note of the same.

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

Shreekanth Shivram  
Senior Vice President - Technology

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**CHAPTER 1. Introduction of Investor Risk Reduction Access (IRRA)<sup>1</sup>**

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With reference to SEBI circular ref. no: SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2022/177 dated December 30, 2022 regarding Introduction of Investor Risk Reduction Access (IRRA) platform in case of disruption of trading services provided by the Trading Member (TM). A copy of the above SEBI circular was enclosed and brought the provisions to the notice of members/participants.

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<sup>1</sup> NCDEX/TECHNOLOGY-002/2023 dated January 04 2023

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## CHAPTER 2. Continuation of NEXTRA Support and Version <sup>2</sup>

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As per the revised communication received from Refinitiv Solutions (erstwhile TRIS) who is the vendor for NEST trader solution and the customized Exchange provided CTCL version NEXTRA, they will be continuing support for all their CTCL solutions (NEST and NEXTRA) till **March 31, 2024**.

Members are requested to note that the NEXTRA front end version is **3.19.1** and Nextra Online Trade backup is **1.9.0.0** from **Monday, January 11, 2021**.

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<sup>2</sup> NCDEX/TECHNOLOGY-004/2023 dated January 18 2023 and :NCDEX/TECHNOLOGY - 002/2021 dated January 09 2021

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**CHAPTER 3. API Interface for Trading and Commodity Indices** <sup>3</sup>

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**API for Trading -**

As part of our continuous endeavour to provide enhanced trading experience, Exchange has released a technical upgrade to the Trading System.

In terms of provisions of the Rules, Bye-Laws 8.2 (3) of Part A read together with Bye Law 3.2 (h) of Part A and Regulation 4.1 of the Exchange Regulations and in continuation to Exchange circular no. NCDEX/TECHNOLOGY-082/2017/347 dated December 20, 2017 and NCDEX/TECHNOLOGY-020/2020 dated June 01, 2020. Members of the Exchange are notified the various Application Programming Interface (API) versions as under:-

<b>Description</b>	<b>Version</b>
Trading Gateway (FIX 5 0)	v4.09
Market Data Feed (FAST - UDP)	v4.07
Drop Copy Gateway (FIX 5 0)	v4.06
Post Trade Gateway	v3.07

**API for Commodity Indices -**

Reference is drawn to circular no. NCDEX/TECHNOLOGY-017/2021 , dated March 18, 2021, Exchange will disseminate NKrishi Index feed along with AGRIDEX Index feed. The Index value shall be disseminated in a snapshot mode every second. Indices feed will be sent to clients on a connectionless UDP Multicast. In future if any new Indices that are getting added by exchange, it will be disseminated via the same channel as AGRIDEX.

The detailed specifications of the NCDEX Commodity Index feed has already been shared with all members as per the referenced circular no. NCDEX/TECHNOLOGY-017/2021 dated March 18 2021

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<sup>3</sup> NCDEX/TECHNOLOGY- 020/2020 dated June 01 2020 and NCDEX/TECHNOLOGY-017/2021 dated March 18 2021

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## CHAPTER 4. Secured Communication Protocol for Common Extranet <sup>4</sup>

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In its endeavor to provide enhanced and secured services to its members, Exchange announced the roll out of secure FTP channel - FTPS for the Extranet Common site - extranet.ncdex.com

Extranet Common site can be accessible via any FTP client software over port number 990 and implicit FTP option. The access to the Extranet Common site over secure FTP protocol is effective from **November 03, 2020**.

There is no change to access the site via HTTPS i.e

<https://common.ncdex.com/ncdexcommon/default.aspx>

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<sup>4</sup> NCDEX/TECHNOLOGY - 048/2020 dated November 03 2020

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**CHAPTER 5. Continuous Mock Environment/Test Market Enhancement**<sup>5</sup>

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This is with reference to the Exchange circular no. NCDEX/TRADING-029/2016/196 dated August 23, 2016 regarding Trading – FIX Empanelment, Exchange is pleased to announce enhancements to our Test Market Facility.

To facilitate existing members and for efficient on-boarding of new members, Exchange is pleased to extend the testing environment to cover Risk management, clearing functionality, Corporate manager functionality in the form of Nextra and trading/post trade file disseminations to members via Extranet common and Web extranet.

The upgraded Test environment was made available from **August 5, 2019**.

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<sup>5</sup> NCDEX/TECHNOLOGY-032/2019 dated August 01 2019

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**CHAPTER 6. Automated Failover Mechanism Implementation in CTCL/Inhouse/ATS Trading Software**<sup>6</sup>

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Reference is drawn to Exchange circular no. NCDEX/TECHNOLOGY-015/2016/125 dated May 31, 2016, regarding Testing of software used in or related to Trading and Risk Management and circular no NCDEX/TECHNOLOGY-058/2016/328, dated December 03, 2016, regarding Go-Live of Nextgen Trading system using FIX Protocol, all members are requested to note that with the Nextgen trading system now in production.

Exchange has implemented a fully automated mechanism of failover from primary gateway to the respective secondary gateway with zero downtime.

In case, a failover of any gateway happens at the Exchange end, members are expected to instantaneously connect to the corresponding IP and port of the secondary gateway to continue with normal trading functions.

All members are hereby notified that it is mandatory to build a mechanism to detect a failover of any gateway in real-time, and automatically switch over to the corresponding IP and port of the secondary gateway.

Members are requested to ensure that the CTCL / In house / ATS softwares being used by them are capable of such automated failover and informed to demonstrate the same on or before February 4, 2017.

Details on Automated failover implementation has already been shared with empanelled CTCL / ATS vendors as well as members using In house software as a part of FIX and FAST specs

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<sup>6</sup> NCDEX/TECHNOLOGY-061/2016/337 dated December 16 2016



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## CHAPTER 7. Safeguards to avoid Trading Disruption in case of Failure of Software <sup>7</sup>

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Reference is drawn to SEBI Master circular no. CIR/MRD/DP/9/2015 dated May 26, 2015 on Trading Software & Technology (Chapter 2). The Section 5.6 of the said circular refers to the safeguards to be followed to avoid trading disruption in case of failure of software.

In view of the above, Members who are availing the services of software vendors for the purpose of trading, risk management, clearing and settlement and related activities are advised to take the following steps to avoid any trading disruption in case of failure of software:

- Explore the possibility of establishing a software escrow arrangement with their existing software vendors;
- In case of large trading members, consider reducing dependence on a single software vendor for trading and risk management systems, Members need to engage more than one software vendor;
- To include the following additional clauses in the agreement with their software vendor to minimize the cost of failure of software:
  - Access to documents related to design and development specifications in the event of a software vendor failing to provide continuous and timely services to the trading Members.
  - To provide appropriate training to maintain the software at Member's end.
  - To include appropriate penalty clauses for cases of disruptions to the trading system of the Member due to failure of providing continuous and timely services and glitches to the software provided by the software vendor.
  - Obligation on the part of the software vendor to cooperate in case of audit of software including forensic audit, if required.

Trading Members are requested to adhere to the above policy guidelines.

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<sup>7</sup> NCDEX/TECHNOLOGY-042/2016/282 dated October 21 2016

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**CHAPTER 8. Connectivity to New Primary Datacenter <sup>8</sup>**

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Reference is drawn to Exchange Circular No. NCDEX/TECHNOLOGY-014/2021 dated March 8, 2021 on “Connectivity to New Primary Datacenter” and NCDEX/TECHNOLOGY-041/2021 dated August 12, 2021 regarding “Mock Trading from New Primary Datacenter” (Yotta), members are required to enable connectivity to the New Data center (Yotta) at the earliest as the Go Live from the Yotta Datacenter is scheduled on September 27, 2021 subject to the successful completion of the mocks. Members having Point to Point connectivity, will need to have a separate link or shift existing link to the new datacenter.

Members having MPLS and Internet connectivity need not make any changes in their present connectivity, as the traffic diversion of the same will be managed by the Exchange.

This circular is issued in terms of Bye Laws 8.4 of Part-A read with Regulation 6.1& 6.5 of the Exchange Regulations.

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<sup>8</sup> NCDEX/TECHNOLOGY-044/2021 dated September 15 2021

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**CHAPTER 9. Introduction of additional service providers for point to point connectivity**<sup>9</sup>

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Reference is drawn to Exchange Circular No. NCDEX/TECHNOLOGY-014/2021 dated March 8, 2021 on “Connectivity to New Primary Datacenter”. The Exchange is pleased to announce the availability of Point-to-Point (P2P) connectivity provided by M/s Tikona Infinet Private Limited at its existing datacenter in Kanjurmarg as well as new Datacenter facility at Yotta.

Members who wish to subscribe for point to point connectivity from M/s Tikona Infinet Private Limited need to obtain a No Objection Certificate (NOC) from the Exchange as per “[Annexure – I](#)”. After obtaining NOC from the Exchange, Members should contact service provider to finalize charges and apply for point to point leased line connectivity.

Members are required to pay Annual Recurring Charges (ARC) and One Time Charges (OTC) for last mile connectivity directly to the service provider. For technical support and any link related issues, members are requested to directly contact service providers technical team.

Annual port charges payable to the Exchange for point to point leased line connectivity would remain the same. Kindly refer to [Annexure II](#) for more details on annual port charges.

Members who wish to apply for point to point connectivity at existing Datacenter at Kanjurmarg are requested to note that they will have to shift their links to the new Datacenter at Yotta and also pay the applicable shifting charges to the service provider.

This circular is issued in terms of Bye Laws 8.4 of Part-A read with Regulation 6.1& 6.5 of the Exchange Regulations.

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<sup>9</sup> NCDEX/TECHNOLOGY-037/2021 dated July 23 2021

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**CHAPTER 10. Availability of Test Environment over internet <sup>10</sup>**

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Further to the Exchange Circular no. NCDEX/TECHNOLOGY-040/2016/273 dated October 14, 2016 for “MPLS test environment for trading members” & Circular no. NCDEX/TECHNOLOGY-032/2019 dated August 1, 2019 for Continuous Mock Environment / Test Market Enhancement Exchange is pleased to announce availability of Test Environment over Internet VPN. This facility will enable the members to connect to the Test Environment over the Internet without a dedicated MPLS connectivity.

Members / CTCL vendors desirous to avail this facility are requested to send details as per Annexure I on their letter head duly signed by Authorised Signatory to askus@ncdex.com. Instructions for installation and configuration of VPN client shall be provided once the details as per [Annexure I](#) are submitted.

The Exchange shall be providing unique VPN ids to access the Test Environment over the Internet. Annual recurring charges payable to Exchange for each VPN id will be Rs. 10,000/- (taxes as applicable extra). Please note that these charges will be over and above the Internet charges being levied by the ISP directly to Members / Vendors. Kindly refer [Annexure II](#) for Payment details.

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

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<sup>10</sup> NCDEX/TECHNOLOGY-46/2020 dated October 23 2020

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**CHAPTER 11. Rate Revision for Nationwide TCL MPLS Connectivity<sup>11</sup>**


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In terms of the provision of Regulation 4.1 of the Exchange, members of the Exchange are notified as under:

As part of its continuous effort to enhance facilities for trading connectivity, the Exchange has introduced Nationwide MPLS based VPN services from TCL and Bharti Airtel as per the circular No. NCDEX/TECHNOLOGY-013/2010/244 dated September 29, 2010.

The Exchange is pleased to announce reduction in Annual Recurring Charges for 2 Mbps MPLS connectivity provided by TCL. The rates as per the following table would be applicable for new links applied on or after cut-off date.

Sr. No	Service Provider	Existing ARC (In INR)	Revised ARC (In INR)	Cutoff date
		2 Mbps	2 Mbps	
1	TCL	106,000	100,000	1 July, 2020

All above charges are exclusive of taxes. Taxes are extra as applicable.

The revised rate will also be applicable for all existing links from 1 July 2020. However, please note that for the existing links, which have not yet completed one year from date of commissioning as on July 1, 2020, the new rates would be applicable only after completion of one year from date of commissioning.

Members may kindly note that after the rate revision, lock-in period of one year would be applicable from the date of rate revision.

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<sup>11</sup> NCDEX/TECHNOLOGY-23/2020 dated June 24 2020

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**CHAPTER 12. Availability of Higher Bandwidth MPLS Connectivity<sup>12</sup>**

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In terms of the provision of Regulation 4.1 of the Exchange, members of the Exchange are notified as under:

In terms of the provision of Byelaws, Part A, 8.4(g) and 8.4(i) and Regulation 4.1 of the Exchange, Members of the Exchange are notified as under:

As part of its continuous effort to enhance facilities for trading connectivity, the Exchange had introduced Nationwide MPLS based VPN services as per the circular No.

NCDEX/TECHNOLOGY-013/2010/244 dated September 29, 2010.

For the benefit of the members, the Exchange is now introducing MPLS connectivity of 4 Mbps.

Applicable rates for 4 Mbps MPLS link would be as per following table-

<b>Sr. No</b>	<b>Service Provider</b>	<b>One Time Charges</b>	<b>Annual Recurring Charges</b>
1	Airtel	10,000/-	1,54,000/-
2	TCL	10,000/-	1,60,000/-

All above charges are exclusive of taxes. Taxes are extra as applicable.

Members who wish to avail new 4 Mbps MPLS link or upgrade their existing links can refer to [Annexures I](#) for link application/upgradation procedure. Formats and forms for applications are provided in [Annexure II](#), [Annexure III](#) and [Annexure IV](#).

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<sup>12</sup> NCDEX/TECHNOLOGY-002/2020 dated January 02 2020

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**CHAPTER 13. Rate Revision for Nationwide MPLS Connectivity<sup>13</sup>**


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In terms of the provision of Regulation 4.1 of the Exchange, members of the Exchange are notified as under:

As part of its continuous effort to enhance facilities for trading connectivity, the Exchange has introduced Nationwide MPLS based VPN services from TCL and Bharati Airtel as per the circular No. NCDEX/TECHNOLOGY-013/2010/244 dated September 29, 2010.

The Exchange is pleased to announce reduction in Annual Recurring Charges for 2 Mbps MPLS connectivity provided by Airtel and TCL. The rates as per the following table would be applicable for new links applied on or after cut-off date.

Sr No.	Service Provider	Existing ARC (In INR)	Revised ARC (In INR)	Cutoff date
		2 Mbps	2 Mbps	
1	Airtel	1,20,000/-	1,00,000/-	1 July, 2019
2	TCL	1,20,000/-	1,06,000/-	1 July, 2019

All above charges are exclusive of taxes. Taxes are extra as applicable.

For the existing circuits, the rates would be applicable after completion of one year from the date of commissioning. Members may kindly note that after the rate revision, lock-in period of one year would be applicable.

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<sup>13</sup> NCDEX/TECHNOLOGY-29/2019 dated July 10 2019

## CHAPTER 14. Discontinuation of VPN Software for Web Extranet Facility<sup>14</sup>

In its endeavour to provide quality services to its members, the Exchange is pleased to announce the roll out of new Web Extranet link with simplified access feature.

Members can now access the WEB Extranet link without VPN software. To ensure further security of data, the link is now available on "HTTPS" protocol. Furthermore, an additional authentication through security questions is also implemented. The security questions will be the same as in WEB NCFE system. Apart from Login process all other features of web extranet will remain the same as existing. Kindly refer [Annexure A](#) for login changes.

The new link to access Extranet will be as follows -

Mode of Connectivity	Web Extranet Link for Members
Internet (Without VPN)	<a href="https://webextranet.ncdex.com/Login.aspx">https://webextranet.ncdex.com/Login.aspx</a>
P2P / MPLS	<a href="https://172.31.3.29/Login.aspx">https://172.31.3.29/Login.aspx</a>

User manual on the procedure to be followed for Extranet Login is available at the below mentioned location.

<ftp://extranet.ncdex.com/common/NCDEXDocuments/Extranet/User Manual/>

The manual is also available in the downloads section of NCFE portal. (Downloads - Download Files- NCFE-User Manual- User Manual Extranet Login).

The new Web extranet link will become effective from July 08, 2019. Please note VPN connectivity will be discontinued from July 08, 2019.

In order to avoid any interruption during trading days, members are requested to access and test the new link on July 06, 2019 between 08:00 AM to 3:00 PM and report any discrepancy with respect to login or connectivity.

Due to upgrade activities, the existing WEB Extranet link will not be available on 06 July, 2019 between 06:00 AM to 08:00 AM.

<sup>14</sup> NCDEX/TECHNOLOGY-28/2019 dated July 04 2019



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**CHAPTER 15. Change in member leased line connectivity billing process<sup>15</sup>**


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In terms of the provision of Byelaws, Part A, 8.4(g) and 8.4(i) and Regulation 4.1(e) of the Exchange, Members of the Exchange are notified as under:

As part of its continuous effort to enhance trading facilities, the Exchange had introduced leased line services i.e. Nationwide MPLS based VPN and Point to Point connectivity as per the circular No. NCDEX/TECHNOLOGY-013/2010/244 dated September 29, 2010, circular no. NCDEX/TECHNOLOGY-007/2011/175 dated June 07, 2011 and circular no. NCDEX/TECHNOLOGY-017/2011/292 dated September 23, 2011.

To overcome challenges in billing process for member leased line connectivity the Exchange has reviewed its existing process and has streamlined the same.

At present service providers are raising Invoice in the name of members for lease line connectivity and members are making payment to respective service providers.

Henceforth, the Exchange will raise Invoice for the leased line connectivity in the name of members at existing billing address and members will have to make the payment to the Exchange in the Exchange dues account.

The change in billing process is not applicable to VSAT connectivity and Point to Point links applied directly by members post obtaining NOC from the Exchange.

The annual recurring charges for leased line connectivity would remain the same as mentioned below. However members are required to pay refundable interest free security deposit per link of Rs. 25,000/- for MPLS link, Rs. 10,000/- for Point to Point link and Rs. 50,000/- for National Long Distance (NLD) Point to Point link.

**MPLS Charges:**

<b>Telecom Service Provider</b>	<b>OTC</b>	<b>ARC</b>	<b>SD</b>
Tata Communications Limited (TCL)	10,000	1,20,000	25,000
Bharti Airtel Limited (Airtel)	10,000	1,20,000	25,000

Note: OTC stand for One Time Charges, ARC stand for Annual Recurring Charges and SD stand for Security Deposit

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<sup>15</sup> NCDEX/TECHNOLOGY-051/2018/198 dated August 09 2018

**P2P and NLD Link Charges:**

<b>Telecom Service Provider</b>	<b>OTC</b>	<b>ARC</b>	<b>SD</b>
Tata Communications Limited (TCL)	Shall be Intimated based on feasibility	Shall be Intimated based on feasibility. Existing ARC would remain same	10,000 in case of P2P 50,000 in case of NLD link
Bharti Airtel Limited (AIRTEL)			
Tata Tele Services Maharashtra Limited (TTML)			
Reliance Communications Limited (RELIANCE)			
Bharat Sanchar Nigam Limited (BSNL)			
Videocon Telecom Limited (VIDEOCON)			

Note: OTC stand for One Time Charges, ARC stand for Annual Recurring Charges and SD stand for Security Deposit

**P2P and NLD Link Port Charges:**

<b>Bandwidth</b>	<b>Port Charges - Serial (STM) Interface</b>	<b>Port Charges - Ethernet Interface</b>
2 Mbps	59,000	84,000
4 Mbps	1,18,000	1,43,000
6 Mbps - 10 Mbps	NA	1,60,000

All above charges are exclusive of taxes.

The above changes are effective from financial year 2018-19. Members are requested to take note of the same.

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**CHAPTER 16. Revision of annual port charges for P2P connectivity<sup>16</sup>**


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In terms of the provision of Byelaws, Part A, 8.4(g) and 8.4(i) and Regulation 4.1 of the Exchange, Members of the Exchange are notified as under:

As part of its continuous effort to enhance trading facilities, the Exchange is pleased to announce reduction in annual port charges for higher bandwidth point to point (P2P) links.

Bandwidth	Port Charges for Serial (STM) Interface	Port Charges for Ethernet Interface	
		Present charges	Revised charges
2 Mbps	59,000	84,000	84,000
4 Mbps	1,18,000	1,43,000	1,43,000
6 Mbps	NA	1,59,300	1,60,000
8 Mbps	NA	2,00,600	
10 Mbps	NA	2,36,000	

Note: All charges given above are exclusive of taxes

The rates as per the above table would be applicable with effect from November 1, 2017. For the existing links port charges would be applicable on pro-rata basis.

Members are requested to take note of the same.

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<sup>16</sup> NCDEX/TECHNOLOGY-060/2017/271 dated Oct 12 2017

**CHAPTER 17. Testing of multicast stream during non trading hours<sup>17</sup>**

In terms of the provision of Byelaws, Part A, 8.4(g) and 8.4(i) and Regulation 4.1(e) of the Exchange, Members of the Exchange are notified as under:

In terms of the provisions of Byelaws, 8.4(g) of Part A and Regulation 4.1 of the Exchange, Members of the Exchange are notified as under:

The Exchange would be using below mentioned multicast IPs and ports for testing purposes during non trading hours every week from Saturday 12:00 AM till Monday 6:00 AM and on trading holiday from 12:00 AM to 11:55 PM effective Saturday, July 22, 2017.

<b>Sr. No.</b>	<b>Multicast IP</b>	<b>Port No.</b>
1	239.31.4.27	60000
2	239.32.4.27	60000
3	239.31.4.65	60000
4	239.19.4.27	60000
5	239.20.4.27	60000
6	239.19.16.58	60000
7	239.31.4.29	60000
8	239.32.4.29	60000
9	239.19.4.29	60000
10	239.20.4.29	60000
11	239.31.16.58	60000

All members are requested to note the above and ensure that the multicast generated from the above mentioned IP and ports during non-trading hours are not to be consumed for production purposes.

For any queries, members may contact the Network department of the Exchange on toll-free number or write to [netsupport@ncdex.com](mailto:netsupport@ncdex.com)

<sup>17</sup> NCDEX/TECHNOLOGY-040/2017/177 dated July 18 2017

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## CHAPTER 18. MPLS test environment for trading members<sup>18</sup>

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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.

### APPLICATION PROCEDURE

The members would need to follow the process as mentioned below

1. Send feasibility request as mentioned in [Annexure - I](#) to the Exchange at email address: [askus@ncdex.com](mailto:askus@ncdex.com)
2. 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.
3. Member will be intimated by the Exchange upon receipt of feasibility report from the service provider.
4. 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.

### CHARGES AND PAYMENT PROCEDURE WITH APPLICATION

1. 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.

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<sup>18</sup> NCDEX/TECHNOLOGY-040/2016/273 dated October 14 2016

2. 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.
3. Annual Recurring charges from second year onwards will be recovered from the member annually in advance, after receiving the bills from Tata Communications Limited.
4. Kindly note that lock-in period of one year would be applicable.

#### ROUTER REQUIREMENT

1. 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](#).
2. Members may please note that the Router requirement may change from time to time.

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**CHAPTER 19. Recovery of connectivity charges** <sup>19</sup>

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The Exchange facilitates connectivity to its Trading System through Leased Line, VSAT, MPLS connectivity lines for the benefit of its Members from various service providers. In order to streamline the process of payment and recovery of connectivity charges, the Exchange has prescribed process as detailed herein:

Usage and other charges bills for connectivity provided by BSNL, MTNL, TATA Communications Limited and TATA Teleservices (Maharashtra) Ltd:

Exchange will debit Exchange Dues Account of the respective Member for the amount of bill raised by the corresponding service provider on the due date for payment of bill and forward the amount so collected to the concerned connectivity service provider. Members are advised to fund their Exchange Dues Account accordingly.

Members may please note that in the event of non funding of their Exchange Dues Account to meet the connectivity charges bill on due date, the connectivity may be terminated apart from levy of late payment charges as prescribed by the respective connectivity service provider.

This process shall be effective from June 01, 2010.

Regarding payment of bills raised by HCL Communications Limited on members, the present process shall continue and members are requested to make prompt payment to the said service provider to avoid termination of connectivity. However, in the event of default by the member, the amount may be recovered from the Exchange Dues Account of the said member.

Members are requested to take note of the above and ensure compliance.

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<sup>19</sup> NCDEX/TECHNOLOGY-010/2010/134 dated May 21 2010

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**CHAPTER 20. Alternate Backup Connectivity** <sup>20</sup>

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In terms of provisions of the Rules, Regulations and Bye-Laws of the Exchange, the Members of the Exchange are notified as under:

Members have been using Exchange supported different modes of network connectivity such as Leased Lines, MPLS, VSAT and Internet for trading purpose.

Though the Exchange technology infrastructure is designed for the continuous availability of the trading system, the network infrastructure cannot be guaranteed to be available at all the times. It is therefore necessary for the members to build network redundancies to avail high uptime of trading platform and to take care of unforeseen network connectivity related problems.

In view of the above, the members are advised to have the alternate backup connectivity as given below:

<b>Existing Primary Connectivity</b>	<b>Alternate Backup Connectivity</b>
VSAT	Leased Line or Tata/BSNL MPLS
Leased Line	Tata/BSNL MPLS or VSAT or ISDN
Tata/BSNL MPLS	Leased Line or VSAT

Members using Internet as an additional mode of connectivity are advised to take Internet service from multiple Internet Service providers.

Members were informed earlier vide our circular No. NCDEX/TECHNOLOGY-017/2006/171 dated July 1, 2006 about the availability of network backup facility.

Members are advised to make use of alternate backup connectivity whenever their primary connectivity fails, as also during the Sun Outage period if the member is using VSAT as a primary mode of connectivity for trading purpose.

The cost for the alternate backup connectivity would have to be borne by the member. Members should contact Customer Support Group for enabling the user ids on dual network connectivity, as suggested above, by faxing their request at 022-6640 6896 in the format attached to this circular. It

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<sup>20</sup> NCDEX/TECHNOLOGY-002/2010/017 dated January 16 2010



may please be noted that such dual network connectivity would be enabled only when both primary connectivity and alternate backup connectivity are terminated at the same address and location.

Note: [Format for Dual Enablement of User-ids](#)

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**CHAPTER 21. Network Connectivity to NCDEX- Exclusiveness** <sup>21</sup>

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Members using VSATs and leased lines are hereby informed that the NCDEX network is an exclusive network and it cannot be interlinked to any other exchange or network. The members connected to the Exchange on VSAT or leased line is required to note and comply with the instructions listed below:

1. The VSAT or leased line network connected to NCDEX should not be linked to any other network.
2. The personal computer having NCDEX's trader workstation (TWS) should have only one network card connected to NCDEX network only.
3. If the member wishes to utilise the same physical infrastructure for two or more networks, a logical separation between such networks using virtual LAN (VLAN) must be maintained.
4. There must be a fire-walling mechanism between two or more networks and data flow from one network to another should be strictly prohibited.

Please note to complete the exercise by 31.03.2007.

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<sup>21</sup> NCDEX/TECHNOLOGY-002/2007/041 dated February 28 2007

**CHAPTER 22. Annexures**
**22.1 NOC formats**

**(On members' letterhead)**

Date \_\_\_\_\_ :

To:  
 Customer Service Group  
 NCDEX Limited,  
 Kanjurmarg (W)  
 Mumbai – 400 078

Dear Sir,

Sub: NOC Request for Point-to-Point Leased line.

This has reference to your circular no. NCDEX/TECHNOLOGY-014/2021 dated March 8, 2021 for the purpose of Leased line connectivity.

We wish to directly apply for a P2P link from Service provider TCL / AIRTEL / TTML / Microscan / Tikona at the below mentioned address.

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	Leased line Installation Address	
3	City & PIN code	
4	District and State and GST Number	
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 2/4/6/8/10 Mbps	
11	Service Provider	
12	Location (DC/DR)	

We will take all the responsibility for commissioning, troubleshooting and payments of the applied link. We will inform Exchange before upgrade / downgrade / shifting / surrender of the link. We hereby request you to provide NOC for the termination of the link at NCDEX end on NNI/ELAN Ethernet interface.

Yours faithfully,

For, (Name & Signature of the authorized signatory)

Company Stamp

### 22.2 Annual recurring Port charges payable to Exchange

Sr No.	Bandwidth in Mbps	Annual recurring port charges In INR.*
1	2	84,000/-
2	4	1,43,000/-
3	6 to 10	1,60,000/-

\*Taxes as applicable extra.

### 22.3 Detail for VPN connectivity to Test environment

(To be on the Letter-head of the Member)

#### Detail for VPN connectivity to Test environment

Date:

To,

Customer Service Department National Commodity & Derivatives Exchange Limited

Akruti Corporate Park, 1st Floor,

Near G.E.Garden, L.B.S. Marg,

Kanjurmarg (West), Mumbai - 400 078

I/We \_\_\_\_\_ (Name of the Member) do hereby wish to access dedicated test market of NCDEX through VPN . Details as below:

Tmid	
Member Name	
OS type	Windows/Centos/Ubuntu
OS version	
Contact details	
VPN Validity	Minimum 1 Year.
Application	New ID/Surrender of existing ID

Date: \_\_\_\_\_

Place: Stamp & Signature of the authorized signatory of the Trading Member

## 22.4 Details of Payment

Beneficiary Bank	ICICI Bank Ltd
Beneficiary Bank IFSC Code	ICIC0000004
Beneficiary Bank Branch	Mumbai (Nariman Point)
Beneficiary Customer Account	000405011738
Beneficiary Name	National Commodity & Derivatives Exchange Limited
UPI ID	ncdex738@icic

## 22.5 Stepwise Instructions for Application of higher bandwidth MPLS Connectivity

Members' needs to follow the given below process:

1. Send feasibility request as mentioned in Annexure - II to NCDEX at: [askus@ncdex.com](mailto: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. Members 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 III (On Company Letterhead) & Annexure IV (On Rs. 600 Stamp Paper and Notarized). Request has to be submitted within 7 days of feasibility response.
5. After receiving completed documents along with requisite payments, the Exchange, on behalf of the member, will process the application for the higher bandwidth MPLS 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. Members will have to monitor and directly follow up with Service Provider for any link related issue.

## 22.6 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 & Member ID	
2	Bandwidth to be upgraded / applied	
3	Existing Circuit ID (In case of Upgrade)	
4	Installation Address	
5	City & PIN code	
6	District and State	
7	Contact Person at Site	
8	Mobile Number of Contact Person	
9	Site Phone No with STD Code	
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	Service Provider	TCL / Airtel

Note: Points 1 to 10 are mandatory for the application.

**22.7 Application for higher bandwidth MPLS 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-002/2020 dated January 2, 2020 for availability of higher bandwidth MPLS 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 to be upgraded / applied	
3	Existing Circuit ID (In case of Upgrade)	
4	Installation Address	
5	City & PIN code	
6	District and State	
7	Contact Person at Site	
8	Mobile Number of Contact Person	
9	Site Phone No with STD Code	
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.600 stamp paper.

D.D. amounting to Rs. \_\_\_\_\_ (i.e., Rs. \_\_\_\_\_ + GST as applicable) (Name of Bank)..... D.D. No..... dated ..... Towards MPLS leased line charges in favour of NCDEX LTD.

## 22.8 Leased Line - Undertaking

(On Rs. 600 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.

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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

## 22.9 Details of Login activities to be performed by members in Extranet

Members are required to follow the below mentioned procedure to test the new Extranet Links

a. Login to Web Extranet (refer links below) using existing member id and password.

Mode of Connectivity	Web Extranet Link for Members
Internet (Without VPN)	<a href="https://webextranet.ncdex.com/Login.aspx">https://webextranet.ncdex.com/Login.aspx</a>
P2P / MPLS	<a href="https://172.31.3.29/Login.aspx">https://172.31.3.29/Login.aspx</a>

.b. As a part of additional security feature, security questions will be thrown up to the user. The answers will be same as maintained in web NCFE system.

## 22.10 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

## 22.11 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.



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3. D.D. amounting to ..... (Rupees ..... only)  
(Name of Bank)..... D.D. No..... dated ..... towards MPLS circuit  
charges is enclosed.

## 22.12 Leased Line - Undertaking

(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.

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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

### 22.13 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

### 22.14 Format for Dual Enablement of User-ids

**(The document should be printed on your letter head)**

FAX No. : 022-6640 6896

To,

Customer Service Group, NCDEX,  
Mumbai.

Dear Sir/ Madam

**Sub: Enablement of user-ids on dual network connectivity.**

Please enable below mentioned user ids for dual connectivity as per following details.

User Ids.	Site Address	Current Connectivity Details	Additional Connectivity Details
		Leased Line	Leased Line
		VSAT	VSAT
		MPLS	MPLS
		IP Address :	IP Address :
		VSAT ID:	VSAT ID:

We request you to provide this facility at the earliest.

Thanking You

Yours Faithfully

(Company Seal & Signature of Authorized Signatory)