



LUCKNOW METRO RAIL CORPORATION LIMITED

Administrative building, Vipin Khand, Gomti Nagar, Lucknow - 226010

E-mail id- cecontractlmrc@gmail.com

LMRC/CE-Contract/PD/LKPD-05

Date: 16/05/2019

To,
All bidders

Subject: - Addendum-1 & Reply to Pre-bid queries for tender LKPD-05.

Ref: - **Tender LKPD-05:** RFP for developing, setting up, operating and maintaining commercial spaces of size more than 100 Sqm. through licensing at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

Dear Sir,

Please find enclosed herewith the Reply to Pre-bid queries along with Addendum-1 to the tender LKPD-05. Further, the tender submission/Opening dates along with other dates are revised as below:-

- Last date of issuing addendum : **16.05.2019**
- Date & Time of Submission of Tender : **28.05.2019 @ 15:00 Hrs.**
- Date & Time of Opening of Tender : **28.05.2019 @ 15:30 Hrs.**
(Technical Bid)

Enclosure: As Above



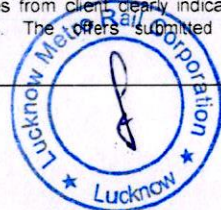
(Deepak Gupta)

Chief Engineer/Contract

Contract LKPD-05 : Reply to Pre-Bid Queries

Contract LKPD-05: RFP for developing, setting up, operating and maintaining commercial spaces of size more than 100 Sqm. through licensing at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
1	Clause 40.2 of Chapter-V, Page 21 of Tender Document	40.2 Capital Expenditure Plan The Concessionaire shall incur capital expenditure in two phases. The first phase shall commence from the Access Date and shall expire at the end of fourth (4 year) anniversary of Rent Commencement Date ("Phase 1"). The second phase ("Phase 2") shall commence from the first day of the fifth (5th) Concession Year and shall end on the expiry of the Concession Term. The proposed capital expenditure shall be furnished by the Applicants. The actual amount of expenditure made by the successful bidder will be verified by an independent chartered Accountant appointed by LMRC whose expenditure will be borne by the successful bidder. The Applicant should submit a Capital Expenditure Plan stating in detail the capital expenditure proposed to be incurred and utilized, if selected as the Concessionaire, for the build-up, refurbishment and up-gradation of the Location(s) within a metro station during Phase 1 and Phase 2 of the Concession Term. The Capital Expenditure Plan proposed shall be no less than Rs 20000/- (Rupees Twenty Thousand only) per square mtr of floor area of Location(s), during Phase 1 and no less than Rs 10000/- (Rupees Ten Thousand only) per square metre of floor area of Location(s) during Phase 2. The above per sqm amount is separately applicable to each area of the outlet vis-à-vis kitchen area, seating area, billing counter etc.	Please clarify in-case the Capital Expenditure amount per sqm to be incurred will be remain the same or shall vary based on the areas within the outlet i.e. kitchen/seating etc.	Please refer Annexure-1 of Addendum-01.
2	Clause 40.3.5 of Chapter-V, Page 22 of Tender Document	40.3.5 NON-EXCLUSIVE CONCESSION: Concessionaire will have a non-exclusive right, privilege, and obligation to operate and manage a food and beverage concession for the sale of food and beverage products and services in and from its Assigned Premises. At any time during the Term, LMRC may enter into other agreements with other concessionaires for the operation of food and beverage concessions similar to those of Concessionaire. It is understood and agreed that nothing in the RFP or Contract is to be construed to grant or authorize the granting of an exclusive right to an individual Concessionaire.	Please advise if this clause is applicable to only Food and Beverage related outlets or to all services as listed in Annex 9(A).	Clause is applicable to all category as listed in Annexure-9A of Tender Document.
3	Clause 40.6 of Chapter-V, Page 22-23 of Tender Document	40.6 Sub-licensing /assignment The Concessionaire shall not sub-contract or grant sub-concession or assign any of its rights, duties and obligations under the Concession Agreement, in whole or in part, except with the prior written intimation to LMRC .However, such sub-contract or sub-concession shall be co-terminus with the Concession Term.	Clause 40.6 is in contradiction with Clause 7.5 of the License Agreement. Please clarify	Referred clauses are self explanatory. Sub-licensing is not allowed except with prior written intimation and approval from LMRC.
4	Clause 16 of Chapter-V, Page 17 of Tender Document	Infrastructure facilities such as electricity, water and sewage disposal will be provided, subject to availability and technical feasibility. Priority for supply/provision of all such services will be given after operational requirements of LMRC and after payment of due charges. The prospective bidders agrees voluntarily and unequivocally not to seek any claim, charges, compensation or any other consideration, whatsoever on account of nonavailability/ provision of these facilities.	For Food Court/Resturants/Café/Nap & shower; for such services water supply and drainage is a mandatory requirement. Therefore, please specify the locations as listed in Annexure 1 which have the possibiility & are feasible for providing water supply and drainage.	Drainage and water supply requirement shall be discussed by LMRC with successful tenderers and necessary arrangement would accordingly be provided by LMRC as mutually agreed.
5	Clause 7.7 (f) of Chapter-V, Page 112 of Draft License Agreement	Telephone LMRC may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at his own cost. LMRC reserves the right not to give such permission.	Is the concessionaire allowed to use any telephone and internet supplier.	Kindly refer clause 7.7(f) of Article-7, Page 119 of Draft License Agreement.
6	Annexure 7(A), Page 58 of Tender Document	Note:- 1) Documentary proof such as certificates from client clearly indicating the nature/scope of work, should be submitted. The offers submitted without this documentary proof shall not be evaluated.	Please share the list of documents which shall be considered as proof for providing services under Annex 7 (A)	Any document substantiating the existance of said outlets will be accepted.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
7	Clause 16 of Chapter-VII, Page 28-29 of Tender Document	b) Envelope-2, marked 'Technical Bid' containing following documents in Technical Bid - Annexure – 2, 3, 4, 7, 7(A), 7(B), & 11 (all on Official letterhead of the bidder). - Power of Attorney for signing of application as per Annexure-5. - Unconditional acceptance to RFP Conditions as per Annexure-6 (if applicable) - Self-attested copies of the PAN Card and Goods & Services Tax (GST) Registration Certificate. In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption. - Copies of audited balance sheets of Last five audited financial years i.e. FY 2013-14, 2014-15, 2015-16, 2016-17 & 2017-18. - Copy of the complete Tender Document including Draft License Agreement (Annexure-14) and Addendum/ Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.	Please clarify for Technical Bid no further documentation is required other than the list specified is clause 16 of VII. BID SUBMISSION DETAILS & EVALUATION	Kindly refer clause 21.2 of Chapter-VII, Page 32 of Tender Document.
8	Annexure 13, Page 88 of Tender Document	Material specifications for refurbishment of built-up shop/bare spaces	Please advise all materials prohibited with regards to the furniture for the outlet	Material specifications for refurbishment of built-up shop/bare spaces are specified in Annexure-13, Page-95 of Tender Document. Furniture material will be selected by licensee themselves and should not be inflammable.
9	Annexure II, Page 136 of Draft License Agreement	LIST OF USAGES BANNED/ NEGATIVE LIST	Please clarify in-case only electrical inductions & hotplates are permitted for cooking at all locations.	For spaces in underground stations only electrical inductions & hotplates are permitted for cooking. For spaces in elevated stations, kindly refer clause 43.3 of Chapter-V, Page 26 of Tender Document.
10	-	-	For Shop no. HZ-01 & 02:- 1) we need to cover and use entire area 2012 Sqft. 2) Two Doors those are using as Emergency Exit, needs to closed permanently. 3) Electric wiring needs to be removed permanently. 4) Generator area allocation is required.	As per tender conditions. Doors will closed permanently. Electric wiring will be removed permanently inside the shop. Kindly refer clause 7.10(a) of Article-7, Page-120 of Draft License Agreement.



Summary Sheet of ADDENDUM No.-1: Contract LKPD-05

Contract LKPD-05: RFP for developing, setting up, operating and maintaining commercial spaces of size more than 100 Sqm. through licensing at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as
1	2nd Para of Clause 40.2 of Chapter-V, Page 21 of Tender Document	The Applicant should submit a Capital Expenditure Plan stating in detail the capital expenditure proposed to be incurred and utilized, if selected as the Concessionaire, for the build-up, refurbishment and up-gradation of the Location(s) within a metro station during Phase 1 and Phase 2 of the Concession Term. The Capital Expenditure Plan proposed shall be no less than Rs 20000/- (Rupees Twenty Thousand only) per square mtr of floor area of Location(s), during Phase 1 and no less than Rs 10000/- (Rupees Ten Thousand only) per square metre of floor area of Location(s) during Phase 2. The above per sqm amount is separately applicable to each area of the outlet vis-à-vis kitchen area, seating area, billing counter etc.	The Applicant should submit a Capital Expenditure Plan stating in detail the capital expenditure proposed to be incurred and utilized, if selected as the Concessionaire, for the build-up, refurbishment and up-gradation of the Location(s) within a metro station during Phase 1 and Phase 2 of the Concession Term. The Capital Expenditure Plan proposed shall be no less than Rs 20000/- (Rupees Twenty Thousand only) per square mtr of floor area of Location(s), during Phase 1 and no less than Rs 10000/- (Rupees Ten Thousand only) per square metre of floor area of Location(s) during Phase 2. The above per sqm amount is separately applicable to each area of the outlet vis-à-vis kitchen area, seating area, billing counter etc.	Annexure-1 Page 21 R1
2	* Note to table containing the details of spaces at Page 3, 15, 34, 56 & 61 of Tender Document	* This space consists of 103 Sqm space and 84 sqm open space. Details have been demarcated in drawings. 84 sqm space can only be used for setting up of temporary fixtures.	* This space consists of 103 Sqm space and 84 sqm open space. Details have been demarcated in drawings. 84 sqm space can only be used for setting up of temporary fixtures. <u>As already indicated in drawing, both 05-HZ-01 (84 sqm) & 05-HZ-02 (103 sqm) are clubbed together with single reserve price. However, the rate of 05-HZ-01 will be considered @ 50% of the rate of 05-HZ-02.</u>	Annexure-2 Page 3R1, Annexure-3 Page 15R1, Annexure-4 Page 34R1, Annexure-5 Page 56R1 & Annexure-6 Page 61R1



account the comments/ changes/ improvements as suggested, or have been suggested by LMRC from time to time ,and shall re-submit the same from time to time as per the time-lines as may be stipulated by LMRC.

LMRC shall not permit any major modifications in the outlets before the actual commencement of operations by the concessionaire. However, any modification activities, as per the approved drawings, shall be executed by the concessionaire only after actual commencement of their operations at LMRC.

40.2 Capital Expenditure Plan

The Concessionaire shall incur capital expenditure in two phases. The first phase shall commence from the Access Date and shall expire at the end of fourth (4 year) anniversary of Rent Commencement Date ("Phase 1"). The second phase ("Phase 2") shall commence from the first day of the fifth (5th) Concession Year and shall end on the expiry of the Concession Term. The proposed capital expenditure shall be furnished by the Applicants. The actual amount of expenditure made by the successful bidder will be verified by an independent chartered Accountant appointed by LMRC whose expenditure will be borne by the successful bidder.

The Applicant should submit a Capital Expenditure Plan stating in detail the capital expenditure proposed to be incurred and utilized, if selected as the Concessionaire, for the build-up, refurbishment and up-gradation of the Location(s) within a metro station during Phase 1 and Phase 2 of the Concession Term. The Capital Expenditure Plan proposed shall be no less than Rs 20000/- (Rupees Twenty Thousand only) per square mtr of floor area of Location(s), during Phase 1 and no less than Rs 10000/- (Rupees Ten Thousand only) per square metre of floor area of Location(s) during Phase 2. ~~The above per sqm amount is separately applicable to each area of the outlet vis à vis kitchen area, seating area, billing counter etc.~~

40.3 Scope of the Concession

- 40.3.1. The Concessionaire shall use the Location(s) for the sole purpose of developing, operating and maintaining the Outlet and providing the Services, during the Concession Term and shall ensure that the Outlets are developed, operated and maintained as per international standards in line with the image envisaged for the LMRC and in accordance with the Good Industry Practice. The detailed scope and the terms and conditions governing the Concessionaire defined and stipulated in the Concession Agreement.
- 40.3.2 The Location(s) will be handed over to the Concessionaire on "as is where is" basis and LMRC shall not be responsible for its renovation, maintenance and up-keep from the actual date of handing over.
- 40.3.3 The Concessionaire is required to maintain the Outlets, as set out in his Application, efficiently to meet the demands of Metro Stations Users/ Consumers at the Metro Stations, at all the Concession Term. The range of



Tender LKPD-05: RFP for developing, setting up, operating and maintaining commercial spaces of size more than 100 Sqm. through licensing at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

Annexure-2

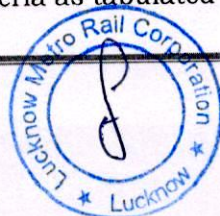
2	05-BA-01	Badshah Nagar	Concourse - Unpaid	2582	281100
3	05-BA-02	Badshah Nagar	Concourse - Unpaid	2925	318400
4	05-CC-01	CCS Airport	Concourse - Unpaid	6485	1470800
5	05-CC-01	Charbagh	Concourse - Unpaid	1323	225100
6	05-CH-03	Charbagh	Concourse - Unpaid	6057	915800
7	05-CH-02	Charbagh	Concourse - Unpaid	6917	1045800
8	05-HZ-03	Hazratganj	Concourse - Unpaid	1614	549100
9	05-HZ-04	Hazratganj	Concourse - Unpaid	1929	656200
10	* 05-HZ-01 & 02	Hazratganj	Ground Floor - Catchment	2012	842500
11	05-HZ-05	Hazratganj	Concourse - Unpaid	3294	1120600
12	05-HS-01 (BOTH GROND & FIRST FLOOR COMBINED)	Husainganj	Ground Floor - Catchment	2846	614700
13	05-KD-02	KD Singh Babu Stadium	Ground Floor - Catchment	2858	555700
14	05-KD-01	KD Singh Babu Stadium	Ground Floor - Catchment	3403	661500
15	05-LK-02	Lekhraj	Concourse - Unpaid	2422	395500
16	05-LK-01	Lekhraj	Concourse - Unpaid	2582	421700
17	05-MW-01	Mawaiya	Concourse - Catchment	1356	117100
18	05-SC-01	Sachivalaya	Concourse - Unpaid	1112	211800
19	05-SC-04	Sachivalaya	Concourse - Unpaid	2610	497300
20	05-SC-03	Sachivalaya	Concourse - Unpaid	3085	587800

*** This space consists of 103 Sqm space and 84 sqm open space. Details have been demarcated in drawings. 84 sqm space can only be used for setting up of temporary fixtures. As already indicated in drawing, both 05-HZ-01 (84 sqm) & 05-HZ-02 (103 sqm) are clubbed together with single reserve price. However, the rate of 05-HZ-01 will be considered @ 50% of the rate of 05-HZ-02.**

11) Locations of above commercial spaces offered on Metro Stations as listed above clause are shown in drawings attached under Annexure-1.

12) Minimum Eligibility Criteria:

For demonstrating Technical & Financial Capacity, the Bidder shall satisfy each of the following criteria as tabulated below:-



Tender LKPD-05: RFP for developing, setting up, operating and maintaining commercial spaces of size more than 100 Sqm. through licensing at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

Annexure-3

8	05-HZ-03	Hazratganj	Concourse - Unpaid	1614	254205
9	05-HZ-04	Hazratganj	Concourse - Unpaid	1929	303809
10	* 05-HZ-01 & 02	Hazratganj	Ground Floor - Catchment	2012	390050
11	05-HZ-05	Hazratganj	Concourse - Unpaid	3294	518782
12	05-HS-01 (BOTH GROND & FIRST FLOOR COMBINED)	Husainganj	Ground Floor - Catchment	2846	284580
13	05-KD-02	KD Singh Babu Stadium	Ground Floor - Catchment	2858	257255
14	05-KD-01	KD Singh Babu Stadium	Ground Floor - Catchment	3403	306257
15	05-LK-02	Lekhraj	Concourse - Unpaid	2422	183109
16	05-LK-01	Lekhraj	Concourse - Unpaid	2582	195229
17	05-MW-01	Mawaiya	Concourse - Catchment	1356	54230
18	05-SC-01	Sachivalaya	Concourse - Unpaid	1112	98054
19	05-SC-04	Sachivalaya	Concourse - Unpaid	2610	230235
20	05-SC-03	Sachivalaya	Concourse - Unpaid	3085	272135

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INTERPRETATIONS

- Reference to Clauses, Sections, or Annexures is reference to Clauses, Sections, Recitals, Appendixes, Schedules and Annexures of this RFP.
- For the purpose of this RFP, where the context so admits, the singular shall be deemed to include the plural and vice-versa.
- Except where the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time.
- The Annexures of this RFP shall form an integral part of the RFP and shall be read along with the RFP.
- The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this RFP;

Note: In case any day mentioned in this RFP happens to be a holiday, in India, the next working day will be considered.

THE WORDS AND EXPRESSIONS BEGINNING WITH CAPITAL LETTERS AND DEFINED IN THIS DOCUMENT SHALL, UNLESS REPUGNANT TO THE CONTEXT, HAVE THE MEANING ASCRIBED THERETO HEREIN.



Annexure -1

Details of Space (s) to be licensed

Drawing/Sketch (Attached)

S. No.	Shop No.	Metro Station	Location	Area (approx.) (Sq. ft.)	Drawing No.
1	05-(AB-01 & AB-02)	Alambagh Bus Stand	Ground Floor - Catchment	1227	1
2	05-BA-01	Badshah Nagar	Concourse - Unpaid	2582	2
3	05-BA-02	Badshah Nagar	Concourse - Unpaid	2925	
4	05-CC-01	CCS Airport	Concourse - Unpaid	6485	3
5	05-CC-01	Charbagh	Concourse - Unpaid	1323	4
6	05-CH-03	Charbagh	Concourse - Unpaid	6057	
7	05-CH-02	Charbagh	Concourse - Unpaid	6917	
8	05-HZ-03	Hazratganj	Concourse - Unpaid	1614	5
9	05-HZ-04	Hazratganj	Concourse - Unpaid	1929	
10	* 05-HZ-01 & 02	Hazratganj	Ground Floor - Catchment	2012	6
11	05-HZ-05	Hazratganj	Concourse - Unpaid	3294	5
12	05-HS-01 (BOTH GROND & FIRST FLOOR COMBINED)	Husainganj	Ground Floor - Catchment	2846	7
13	05-KD-02	KD Singh Babu Stadium	Ground Floor - Catchment	2858	8
14	05-KD-01	KD Singh Babu Stadium	Ground Floor - Catchment	3403	
15	05-LK-02	Lekhraj	Concourse - Unpaid	2422	9
16	05-LK-01	Lekhraj	Concourse - Unpaid	2582	
17	05-MW-01	Mawaiya	Concourse - Catchment	1356	10
18	05-SC-01	Sachivalaya	Concourse - Unpaid	1112	11
19	05-SC-04	Sachivalaya	Concourse - Unpaid	2610	
20	05-SC-03	Sachivalaya	Concourse - Unpaid	3085	

*** This space consists of 103 Sqm space and 84 sqm open space. Details have been demarcated in drawings. 84 sqm space can only be used for setting up of temporary fixtures. As already indicated in drawing, both 05-HZ-01 (84 sqm) & 05-HZ-02 (103 sqm) are clubbed together with single reserve price. However, the rate of 05-HZ-01 will be considered @ 50% of the rate of 05-HZ-02.**



Tender LKPD-05: RFP for developing, setting up, operating and maintaining commercial spaces of size more than 100 Sqm. through licensing at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

Annexure-5

	FIRST FLOOR COMBINED)						
13	05-KD-02	KD Singh Babu Stadium	Ground Floor - Catchment	2858	555700		
14	05-KD-01	KD Singh Babu Stadium	Ground Floor - Catchment	3403	661500		
15	05-LK-02	Lekhraj	Concourse - Unpaid	2422	395500		
16	05-LK-01	Lekhraj	Concourse - Unpaid	2582	421700		
17	05-MW-01	Mawaiya	Concourse - Catchment	1356	117100		
18	05-SC-01	Sachivalaya	Concourse - Unpaid	1112	211800		
19	05-SC-04	Sachivalaya	Concourse - Unpaid	2610	497300		
20	05-SC-03	Sachivalaya	Concourse - Unpaid	3085	587800		

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4. Eligibility Profile:- For Compliance to Minimum Eligibility Criteria (refer Clause 12 of NIT):-

***For bidders submitting their bid directly:-**

(A) Technical Capacity			
1.	Name of Bidder		
2.a)	Name of the Locations and full particulars of the company/brand Outlet of similar category [As per Clause 12 (a) of NIT]	Location and Address with details:- 1. 2.	
2.b)	Entity operating the Business (as mentioned in S. No. 2.a above)	1. 2.	
2.c)	Date of start of Operations of company/ brand Outlet (as mentioned in S. No. 2.a above)	1. 2.	
3.	No. of years of Experience in business as mentioned in 2 above. Years.	
(B) Financial capacity			
4.	Company Annual Turnover from its business from similar category (for which the respective space has been bid for) [Bidder to produce certificate from the Chartered Accountant/Company Auditor in the format prescribed in Annexure-7(B)]	Financial Year	Turnover (in INR Lakhs)
		2013-14	
		2014-15	
		2015-16	
		2016-17	



Tender LKPD-05: RFP for developing, setting up, operating and maintaining commercial spaces of size more than 100 Sqm. through licensing at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

Annexure-6

7	05-CH-02	Charbagh	Concourse - Unpaid	6917	484157			
8	05-HZ-03	Hazratganj	Concourse - Unpaid	1614	254205			
9	05-HZ-04	Hazratganj	Concourse - Unpaid	1929	303809			
10	* 05-HZ-01 & 02	Hazratganj	Ground Floor - Catchment	2012	390050			
11	05-HZ-05	Hazratganj	Concourse - Unpaid	3294	518782			
12	05-HS-01 (BOTH GROND & FIRST FLOOR COMBINED)	Husainganj	Ground Floor - Catchment	2846	284580			
13	05-KD-02	KD Singh Babu Stadium	Ground Floor - Catchment	2858	257255			
14	05-KD-01	KD Singh Babu Stadium	Ground Floor - Catchment	3403	306257			
15	05-LK-02	Lekhraj	Concourse - Unpaid	2422	183109			
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