

GERAB NYED-YON LIMITED (GNY)
Open Competitive Bidding for Land Lease

1. Invitation For Bids

Gerab Nyed-Yon Limited (GNY), an autonomous entity registered under the Companies Act of Bhutan, 2016, invites sealed bids under Open Competitive Bidding from eligible Bhutanese individuals, firms, and legally registered entities for leasing of 11 Nos. of plots (Land) on a long-term 30 years lease period.

2. Details of the Lessor

Name of Company: Gerab Nyed-Yon Limited (GNY)

Registration No.: L20231212BHU0736

Registered Address: 4th Floor, Namgyel Khangzang Building, Simtokha, Thimphu

Email: hello@gerab.bt

Phone: 02-341-579

3. Description of Land Plots

3.1. The details of plots are provided in Annexure A, including:

Plot Number:

Location:

Area (sqft / decimal):

Base Lease Rate (Nu/sqft/month):

3.2. GNY reserves the right to add or withdraw any plot from the bidding process without assigning any reason.

4. Purpose of Lease

The leased land shall be used strictly for purposes permitted by GNY and relevant laws of the Kingdom of Bhutan. Any activity contrary to national laws, local regulations, or the values of Zhung Dratshang is strictly prohibited.

5. Lease Term

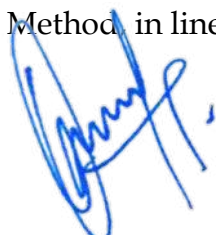
5.1. The lease period shall be 30 (Thirty) years, unless otherwise specified.

5.2. Lease commencement date shall be effective from the date of signing the Lease.

5.3. Other terms and conditions as per GNY's Land Policy 2025.

6. Bidding Method

6.1. Bidding shall be conducted through Sealed Tender – Open Competitive Bidding Method, in line with standard tendering practices in Bhutan.



- 6.2. Bidders shall quote the lease rate per square foot per month (Nu/sqft/month), both in figures and words.
- 6.3. The quoted rate shall not be less than Nu. 2.5 per Sqft per Month, equivalent to Nu. 30.00 per Sqft per Annum.
- 6.4. Any bid quoted below the minimum rate shall be treated as non-responsive and rejected.
- 6.5. The highest evaluated responsive bidder shall be considered for award, subject to approval by the Competent Authority of GNY.

7. Eligibility of Bidders

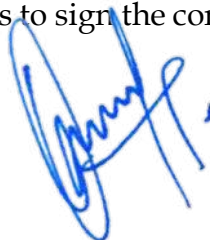
- 7.1. Eligible bidders include:
 - a) Bhutanese citizens above 18 years of age
 - b) Licensed firms and companies registered in Bhutan
 - c) Entities legally permitted to enter into lease agreements

8. Number of Bids per Bidder

- 8.1. A bidder may submit bids for a maximum of two (2) plots only.
- 8.2. Separate Bid Forms and Bid Securities shall be submitted for each plot.
- 8.3. Submission of bids for more than two plots shall render all bids non-responsive.

9. Bid Security (Earnest Money Deposit)

- 9.1. All bidders shall submit a Bid Security equivalent to two (02) months of their quoted lease rent for the respective plot.
- 9.2. The Bid Security shall be in the form of Cash Warrant / Cash Deposit in Gerab Revenue Account **No. 215001353** / Unconditional Bank Guarantee / Banker's Cheque / Demand Draft drawn in favour of Gerab Nyed-Yon Limited, issued by a reputable Financial Institution enforceable in any bank within the Kingdom of Bhutan.
- 9.3. The Bid Security shall remain valid for a period of ninety (90) days from the date of bid submission.
- 9.4. Bids submitted without the required Bid Security or with invalid Bid Security shall be treated as non-responsive.
- 9.5. The Bid Security of unsuccessful bidders shall be refunded after completion of the bidding process.
- 9.6. The Bid Security shall be forfeited if a bidder:
 - a) Withdraws its bid during the bid validity period;
 - b) Does not accept arithmetical corrections, if any; or
 - c) Fails to sign the contract after issuance of the award/Letter of Intent.



- 9.7. Notwithstanding the refund provisions herein, the Bid Security of the second highest evaluated responsive bidder shall be retained by GNY until the earlier of:
- a) Execution of the Lease Agreement by the successful bidder; or
 - b) Expiry of the bid validity period.
- 9.8. Upon occurrence of either event, the retained Bid Security shall be released without interest, provided no forfeiture condition has arisen.
- 9.9. Such retention shall be solely for safeguarding GNY's interest and shall not constitute any assurance or entitlement to award.
- 9.10. In the event the next highest bidder requests early release of its Bid Security, such request shall be deemed as withdrawal of its bid, and GNY shall have no obligation to consider such bidder for subsequent award under Clause 15 (Award of Lease).

10. Site Visit and Pre-Bid Meeting

- 10.1. Bidders are strongly encouraged to visit the site(s) at their own cost.
- 10.2. Bidders shall confirm with relevant Thromde/municipal authorities that the intended land use (residential, commercial, mixed-use) is permitted.
- 10.3. Non-attendance shall not disqualify a bidder, but bidders assume full responsibility for understanding site conditions and regulatory compliance.

11. Submission of Bids

- 11.1. Bids shall be submitted in the prescribed Bid Form (**Annexure B**), duly signed and sealed in an envelope clearly marked "Bid for Land Lease" supported by along the following documents.
- a) Duly completed and signed Bid Form (Annexure B).
 - b) Valid Bid Security as per Clause 9.
 - c) CID copy of the individual / proprietor / partners / directors, as applicable.
 - d) Security Clearance Certificate of the individual / proprietor / partners / directors, as applicable obtained from <https://scs.rbp.gov.bt/>
 - e) Credit Information Bureau (CIB) Report of the individual / proprietor / partners / directors, as applicable.
 - f) Valid Trade License or Certificate of Registration, as applicable;
- 11.2. Sealed Bids must be submitted to GNY Office at 4th Floor of Namgyel Khangzang, Simtokha, Bhutan.
- 11.3. Late bids shall be rejected and returned unopened.
- 11.4. Last Date & Time for Submission of Bids: **02nd March 2026 before 2:30pm**



12. Clarification

- 12.1. Bidders may contact the following official for clarifications:

Name: Khenrab Yozer

Designation: Associate Analyst

Office: Real Estate Division, GNY

Mobile No.: 17 46 64 27

Email:khenrab.yozer@gerab.bt

13. Opening of Bids

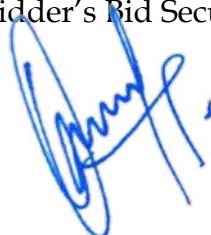
- 13.1. Bids shall be opened at the specified date, time, and place in the presence of bidders or their authorized representatives who wish to attend.
- 13.2. Date & Time of Bid Opening: **02nd March 2026 at 03:00pm**
- 13.3. Place of Bid Opening: GNY Conference Hall

14. Evaluation of Bids

- 14.1. Bid evaluation shall be carried out by a duly constituted Bid Evaluation Committee of GNY.
- 14.2. Evaluation shall be based on responsiveness to bidding requirements, eligibility, and the quoted lease rate.
- 14.3. Post-qualification due diligence shall be conducted for the highest evaluated bidder(s), including:
- a) Past performance with GNY and Associates;
 - b) Financial standing and credit history;
 - c) Legal, tax, and regulatory compliance;
 - d) Alignment with Zhung Dratshang values.
- 14.4. Bidders with unsatisfactory records shall be disqualified.
- 14.5. GNY may award to the next highest bidder or annul the process at its discretion.
- 14.6. The decision of GNY shall be final and binding, and no correspondence shall be entertained in this regard.

15. Award of Lease

- 15.1. The successful bidder (highest evaluated responsive bidder) shall be issued a Letter of Intent (LoI).
- 15.2. The successful bidder shall be required to sign the Land Lease Agreement (**Refer Annexure C**) within the stipulated time mentioned in the LoI.
- 15.3. Failure to sign the Lease Agreement within the stipulated time may result in forfeiture of the Bid Security.
- 15.4. In the event the successful (highest) bidder withdraws, fails to sign the Lease Agreement, or surrenders the plot after award but within the bid validity period, GNY may, at its sole discretion, offer the award to the next highest evaluated responsive bidder at the originally quoted rate, provided that the bidder's Bid Security remains valid and enforceable.



- 15.5. GNY shall not be under any obligation to award the lease to the next highest bidder and reserves the right to annul the award and invite fresh bids, as deemed appropriate.

16. Lease Rent and Revision

- 16.1. Lease rent shall be payable monthly.
- 16.2. Lease rent shall be subject to revision as per GNY Land Policy 2025, with a maximum increase of up to 10% every two years.
- 16.3. Other Statutory Levies such as GST shall be borne by the lessee.

17. Security Deposit

- 17.1. The lessee shall deposit two (2) months' lease rent as a security deposit on the signing of the lease agreement.
- 17.2. The deposit shall be refundable upon expiry or termination of the lease, subject to clearance of dues.
- 17.3. The Bid Security of the successful bidder shall be adjusted against the Security Deposit at the time of signing the Lease Agreement.

18. Construction and Development

- 18.1. Construction shall be permitted subject to approval from relevant authorities.
- 18.2. The lessee shall bear all construction, utility, and building tax costs.
- 18.3. Structures may be surrendered at depreciated value upon lease expiry, subject to mutual agreement.

19. Restrictions

- 19.1. The lessee shall not:
- a) Sublet, sell, or transfer the lease without prior written consent of GNY.
 - b) Use the land for unlawful or prohibited activities
 - c) Violate environmental, municipal, or zoning regulations

20. Termination

- 20.1. Either party may terminate the lease with prior written notice of two (02) months as per the Lease Agreement.
- 20.2. GNY reserves the right to terminate the lease for non-payment, misuse, or violation of contract terms.

21. Governing Law and Jurisdiction

- 21.1. This bidding process and subsequent lease agreement shall be governed by the laws of the Kingdom of Bhutan. Any dispute shall fall under the jurisdiction of the Royal Court of Justice or relevant authorities.



22. Reservation of Rights

22.1. GNY reserves the right to accept or reject any or all bids, annul the bidding process, or reject specific bids or plots at any time prior to award of lease, without incurring any liability or obligation to inform the affected bidder(s) of the grounds for such decision, in line with standard tender provisions of Bhutan.

ANNEXURE A - LIST OF AVAILABLE PLOTS

SN	Plot No	Area (Sq.ft)	Decimal	Location
1	BA1-806	8,426	19.3	Babesa
2	BA1-732	11,716	26.9	Babesa
3	BA1-860	7,895	18.1	Babesa
4	BA1-853	6,153	14.1	Babesa
5	BA1-862	7,895	18.1	Babesa
6	JN1-262	12,680	29.1	Jungzhina
7	JN1-47	12,419	28.5	Jungzhina
8	BA1-551	11,170	25.6	Babesa
9	JN1-11	14,434	33.14	Jungzhina
10	CB1-195	11,578	26.58	Changbangdu
11	BA1-861	7,895	18.12	Babesa



ANNEXURE B – BID FORM

Name of Bidder:

CID /Registration No.:

Address:

Contact No.:

SL (a)	Plot No. applied for (b)	Area in Sqft (c)	Quoted Lease Rate (Nu/Sqft/month)		Monthly Quoted Lease Rate (f)=(c)*(e)	What is your Purpose of acquiring this Plot? (Please Mention/Explain your purpose here)
			In Figure (d)	In Words (e)		
1						
2						

Note:

1. In case of discrepancy is in quoted rates, the rates in word shall prevail.
2. Base rate is fixed at a minimum of Nu. 2.5 per sqft per month (Nu. 30 per sqft per annum). Bids below this rate shall be rejected.

Signature:

Date:



ANNEXURE C - LAND LEASE AGREEMENT

LAND LEASE AGREEMENT

This agreement is executed DAY OF MONTH OF THE YEAR

BETWEEN

The parties involved in this agreement are an autonomous entity incorporated by the Royal Charter duly registered as a company as per the Companies Act of Bhutan, 2016, hereinafter referred as the "LESSOR" (OF THE FIRST PART):

1. Company Name : Gerab Nyed-Yon Limited (GNYL)
Registration No. : L20231212BHU0736
Registered Address : 5th floor, Namgyel Khangzang Building, Simtokha, Thimphu
E-mail address : hello@gerab.bt

AND

hereinafter referred to as the "LESSEE" (OF THE SECOND PART)

2. Name :
License No. :
Permanent address :
Phone Number :
Email address :
Nature of occupancy :

The Lessor and the Lessee are hereinafter referred to individually as "the Party" or collectively as "the Parties."

RECITALS

Whereas the parties hereto had due deliberations and discussions and the consequence thereof they have reached an understanding, which they have decided to reduce into writing. NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed by and between the parties; with such terms and conditions as established below.



1. DEFINITIONS

In this Contract, unless the contrary intention appears:

- i. **"Company"** means the Gerab Nyed-Yon Limited
- ii. **"GNY"** means Gerab Nyed-Yon Limited
- iii. **"Lessor"** means GNY.
- iv. **"Lessee"** means the proponent party.
- v. **"Land"** means the GNY's land specified in this agreement.
- vi. **"Confidential Information"** means:
 - a. all information and materials of the Company, which are not generally and publicly available;
 - b. all information and materials received by the Company from third parties, which are not generally and publicly available; and
 - c. all other information and materials, which are proprietary or confidential in nature, even if they are not marked as such.
- vii. **"Term"** means the term specified in clause 3 of this agreement.
- viii. **"Nu"** means Ngultrum, the currency of Bhutan.

2. Scope of the Agreement

- i. This agreement shall supersede the documents and discussions that has happened prior to execution of this agreement.
- ii. The Lessor thus hereby grants and confers the Plot No.....measuring sqft of land (.....), located at, to the Lessee at a quoted rate of/sqft/ month for the following purpose:

Use

 - a. Residential
 - b. commercial
 - c. Mix use

4. Agreement Term

The period of this Lease Agreement shall be for **30 (Thirty)Years** with effect from

5. Lease Rent

That the rent for the leased plot is agreed to be paid every 10th day of the following month at **Nu.....(.....) only** per month through electronic transfer or any other form of payment to **Gerab Revenue Account Number 215001353** maintained with **Bank of Bhutan** under the name of **Gerab Nyed-Yon Limited** and share the record of the transaction to the official concerned via social media platforms or possible means for the purpose of recording payment or issuing money receipt.

6. Security Deposit

- i. The Lessee shall deposit Two Months Lease Rent as security deposit to GNYL's account number or pay in cash to the office while signing this agreement.
- ii. This Security Deposit shall not bear any interest.



- iii. The Lessor shall refund the security deposit to Lessee after deducting unpaid dues or can be adjusted with the last month's lease rent or upon:
 - a. Expiry of the lease term;
 - b. Clearing utility bills, if any;
 - c. Termination of this agreement by the Lessee in accordance with this agreement; and
 - d. Termination of this agreement by the Lessor in accordance with this agreement.

7. Lease Rent Increment

The Lessor shall increase the lease rent on the basis of prevailing amount as per the GNYL's Land Lease Policy up to maximum of 10% every two years.

8. Termination

- i. The Lessee have the right to terminate this agreement during the subsistence of agreement term with two months prior written notice to the Lessor.
- ii. GNY assures that the lease agreement shall not be terminated during the subsistence of this agreement terms unless the following conditions apply. **a)** The Lessee refuses to vacate the plot upon expiry or termination of this agreement; **b)** The Lessee does not comply with the terms and conditions of this agreement; **c)** The Lessee creates nuisance to other neighbours or carries out any dangerous activities in contradiction to the prevailing laws of the country and **d)** The Lessee fails to pay the lease rent for two consecutive months. However, the lease rent shall be charged until the lease is formally terminated through written notifications and plot is physically handed over to the Lessor.
- iii. If the Lessee wishes to terminate the lease agreement, the lessee shall remove the debris from the plot and hand the plot to GNY. If the structure is in good condition and will be of use to GNY the parties may transfer the structure at depreciated value upon mutual agreement or the structure may be removed and debris cleared before handing it over to GNY.
- iv. The Land Tax will be borne by GNYL, however, the building and GST on the land lease shall be borne by respective leaseholders as applied by concern authority

9. Penalty

- i. The Lessee shall pay rent to the Lessor as specified in clause 4 on a monthly basis failing which the Lessor may charge and Lessee shall pay an interest @ 24% per annum on monthly rental amount for every day of default as per the Tenancy Act of the Kingdom of Bhutan.
- ii. In the event a client defaults remittance of monthly rent as per clause 4, the accumulated penalty amount shall be adjusted from the security deposit annually and equal amount shall be deposited by the Lessee within one week of the issuance of notification by Lessor.



10. Rights of the Lessee:

- i. The Lessee has the right to make use of the plot for commercial/residential purposes as indicated above for stipulated period of the lease agreement;
- ii. The Lessee has right to privacy and peaceful enjoyment of the plot during the subsistence of the agreement term; and
- iii. The Lessee has the right to immunity against lockouts and seizure of personal property.

11. Rights of the Lessor:

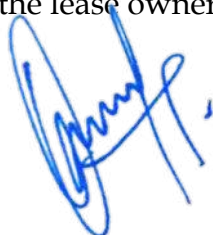
- i. The Lessor shall have the right to enter into the leased land with notice to the Lessee. However, the Lessor shall seek prior permission from the Lessee for entering into the structure constructed by Lessee;
- ii. In the event, the Lessee is nowhere to be found (death/convicted), the Lessor shall draw a new agreement with the successor (s) as mentioned in this agreement with following conditions:
 - a. To clear default rent (s) and penalties, if any, before signing the new agreement; and
 - b. To apply the same terms and conditions of this agreement.
- iii. The Lessor shall have right to terminate the lease and take over the plot if:
 - a. The Lessee refuses to vacate the plot upon expiry or termination of this agreement;
 - b. The Lessee does not comply with the terms and conditions of this agreement;
 - c. The Lessee creates nuisance to other neighbours or carries out any dangerous activities in contradiction to the prevailing laws of the country; and
 - d. The Lessee fails to pay the lease rent for two consecutive months. However, the lease rent shall be charged until the lease is formally terminated through written notifications and plot is physically handed over to the Lessor.

12. Duties of the Lessor: The Lessor shall:

- i. Not arbitrarily evict the Lessee in violation of this agreement;
- ii. Bear the land tax as applied by the concerned authority;
- iii. Seek prior permission for any inspection at a reasonable hour except in the case of an emergency; and
- iv. Handover the plot and bear survey/handling taking charges for the plot being handed over to the Lessee.

13. Duties of the Lessee: The Lessee shall:

- i. Pay rent on time as specified in this agreement;
- ii. Pay the property tax for building to the concerned authority;
- iii. Use plot for the purpose for which it was granted;
- iv. Keep all compounds and surrounding areas safe, clean and free from hazards;
- v. Not sell, mortgage, gift and sublet the plot in part or full;
- vi. Not transfer the lease ownership without prior consent of the Lessor;



- vii. Produce clearance of all utility bills to the Lessor during termination or completion of this agreement as per the relevant terms and conditions of this agreement;
- viii. The plot shall not be used for any purpose that is in direct contradiction with the values of the Zhung Dratshang;
- ix. Protect the plot boundary as per the survey report during initial handing/ taking of the plot; and
- x. Handover the leased plot on expiry of this lease agreement or termination of this agreement.

14. Succession

- I. In the event when the Lessee's successor claims to succeed the lease, the right of the Land Lease shall be given to their spouse and or his/her children whose details are filled in the nomination form; and
- II. If the successor does not wish to continue with the lease, he/she shall submit in writing for surrendering of the structure on the land at depreciated value with mutual consent between the parties.

15. Construction

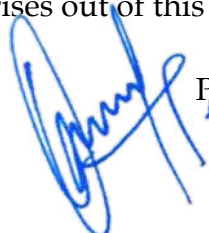
- I. Unless specified, otherwise the lessee may construct the structure on the rented plot as may be desired. However, it shall not contrast the objective under clause 12(viii) of this agreement.
- II. The Lessee shall be facilitated with letters/ documents from lessor for processing of construction approval from the relevant authority.
- III. The parties may with mutual concern agree to surrender the structure on the land at depreciated value upon the expiry of the lease.
- IV. If the parties are not able to come to an agreement for clause 14.c. the Lessee shall remove standing structure/debris on the plot before handing over it to the Lessor on completion of the lease-term. Failure to remove the standing structure shall result in removal of the same by Lessor and Lessee shall bear the cost incurred for the removal of standing structure/debris thereon.
- V. The Lessee may mortgage the structure constructed on the leased plot under its own expenditure as may be permitted by financial institutions. However, the collateral term shall not exceed the lease period of this agreement.

16. Notice

All the notices shall be sent through mail or social media platforms of the Lessee or the parties shall notify in writing. The Parties shall notify any changes made to its address to the concerned parties.

17. The Parties may consider to renew the lease agreement on completion of this agreement term with revised arrangements provided that the Lessor has no alternative structure plan on the leased land with six months prior written notice.

18. The Dispute Settlement Committee under the concerned local government/authorities and the Royal Court of Justice shall have jurisdiction over any dispute that arises out of this agreement, as the case may be.




19. That in consideration of the Lessee paying the rent, the Lessor does hereby grant and confer this Lease in favor of the Lessee TO HAVE AND HOLD the same as a Leaseholder hereof, during the lease period.

IN WITNESS WHEREOF the parties have signed at Simtokha on dated

For and on behalf of Lessor

For and on behalf of the Lessee

Witness

(For the Lessor)

Name:

CID:

Contact No:

Email address:

Witness

(For the Lessee)

Name:

CID:

Contacts No:

Email address: ...

