



**Consulado General de España  
Nueva York**

**ANUNCIO DE CONVOCATORIA PARA LA CONTRATACIÓN DE UNA  
PÓLIZA DE SEGURO DE RESPONSABILIDAD CIVIL DEL EDIFICIO DE LA  
CANCILLERÍA**

La Representación española en el exterior Nueva York Consulado General plantea la necesidad de contratar una póliza de seguro de responsabilidad civil de este Consulado General, mediante la asignación de recursos externos al Ministerio de Asuntos Exteriores, Unión Europea y de Cooperación. En consecuencia, se publicita la siguiente convocatoria de ofertas comerciales para la contratación de este servicio.

Objeto

El Estado español precisa contratar un seguro integral de responsabilidad por lesiones personales y seguro de daños a la propiedad en caso de ocurrencia para brindar protección por un monto no menor a \$ 3,000,000 por lesiones personales, muerte o daños a la propiedad, así como contratar un seguro contra pérdida o daño por incendio, y otros riesgos y peligros (incluidos robo y rotura de vidrio dentro de las instalaciones) que sean asegurables según formularios estándar disponibles en ese momento por pólizas de seguro para todo riesgo.

Lugar

El inmueble objeto del contrato son las dependencias del Consulado General de España en Nueva York, Cancillería, ubicado en: **150 East 58th Street, 30th and 31th Floor, New York, NY 10155**, con una superficie habitable de 1.285,87 metros cuadrados.

Duración

Un año. Por el periodo comprendido **entre el 9 de junio de 2024 y el 9 de junio de 2025**, ambos días incluidos.

Características y requisitos

Se trata de un seguro obligatorio fijado en el contrato de arrendamiento de las oficinas de la Cancillería. El citado contrato de arrendamiento recoge las siguientes **condiciones y requisitos** respecto de la póliza de seguro de responsabilidad civil a la que se refiere este anuncio y que deberán cumplirse por la empresa aseguradora:



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*“38.01 A. tenant shall obtain and keep in full force and effect during the term, at its own cost and expense, (a) Comprehensive personal injury liability and Property Damage Insurance on an occurrence basis to afford protection in an amount of not less than \$3,000,000 for personal injury, death or property damage arising out of any one occurrence or in any increased amount reasonably required by Landlord protecting Landlord, Landlord’s agents, each holder of a ground or underlying lease of all or any portion of the Real Property (“Superior Mortgages”) of which tenant has notice and tenant as insureds against any and all claims for personal injury. Death or property damage occurring in, upon, adjacent to or connected with the Real Property or any part thereof arising out of the use of the premises, and containing a contractual liability endorsement covering the matters set forth in Article 8 hereof; and (b) insurance against loss or damage by fire, and such other risk and hazards (including burglary, theft, breakage of glass within the premises and If the premises are located at or below grade, broad form flood insurance) as are insurable under then available standard forms of all risk” insurance policies, to Tenant’s Property (as defined in Section 39.07) and improvements, fixtures, additions and alterations made at Tenant’s sole cost and expense for the full replacement cost value thereof (including and “agreed amount” endorsement), protecting landlord, Landlord’s agents, each superior lessor, each Superior Mortgage and Tenant, at its sole cost and expense, shall carry, or cause to be carried (i) worker’s compensation insurance covering all persons employed in connection therewith in statutory limits, (ii) a completed operation endorsement to the comprehensive Personal Injury Liability and Property Damage Insurance policy referred to above, (iii) builder’s risk insurance, completed value form, covering all physical loss, in an amount reasonably satisfactory to Landlord and each other Superior Lessor and Superior Mortgage, and (iv) such other insurance, in such amounts, as Landlord deems reasonably necessary to protect Landlord’s interest in the premises from any act or omission of Tenant’s contractors or subcontractors.*

*B. All such insurance shall be written in form and substance reasonably satisfactory to Landlord by an insurance company with general policy holder’s ratings of not less than A and a financial rating of not less than Class XI as rated in the most recent available “Best’s” insurance reports, and licensed to do business in New York State and authorized to issue such policies. Upon failure of Tenant to procure, maintain and place such insurance and pay all premiums and charges thereof to Landlord as Additional rent within 10 days after demand. All policies of insurance procured by Tenant shall contain endorsement providing that (i) such policies may not be materially changed, amended, reduced, cancelled (including for nonpayment of premium) or allowed to lapse with respect of landlord, or any superior lessor or Superior Mortgages except after 45 days prior notice from the insurance company to each, sent by registered mail; and (ii) Tenant shall be solely responsible for the payments of all premiums under such policies and Landlord shall have no obligation for the payment thereof notwithstanding that Landlord is or may be named as an insured. On the Commencement Date the original insurance policies or appropriate certificates, including evidence of the waivers of subrogation required pursuant to*



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*Section 38.02, shall be deposited with Landlord, each to any such policies shall also be deposited upon insurance thereof and each renewal or replacement of a policy shall be so deposited at least 20 days prior to the expiration of such policy.*

*38.02 Each party agrees to use its best efforts to include in each of its insurance policies (and, with respect to any equipment in the premises leased by Tenant, in the insurances policies covering such equipment carried by Tenant or the lessors of such equipment) against loss, damage or destruction by fire or other casualty a waiver of the insurer's right of subrogation against the other party, or if such waiver should be unobtainable or unenforceable (a) an express agreement that such policy shall not be invalidated if the insured waves or have waived before the casualty the right of recovery against any party responsible for a casualty covered by the policy, or (b) any other form of permission for the release of the other party. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable without additional charge or at all, the insured party shall so notify the other part promptly after learning thereof. In such case, if the other party shall agree on writing to pay the insurer's additional charge therefor, such waiver, agreement or permission shall (if obtainable) be included in the policy.*

*38.03 As long as Landlord's property insurance policies include the waiver of subrogation or agreement or permission to release liability referred to in Section 38.02, Landlord, to the extent that such insurance is in force and collectible, hereby waives (a) any obligation on the part of Tenant to make repairs of the premises necessitated or occasioned by fire or other insured casualty, and (b) any right of recover against Tenant, any other permitted occupant of the premises, and any of their employees, against or contractors, for any other loss occasioned by fire or other insured casualty. In the event that at any time Landlord's property insurance carriers shall not include such or similar provisions in Landlord's policies, the waivers set forth in the foregoing sentence shall, upon notice given by Landlord to Tenant, be deemed of no further force or effect with respect to any insured risks under such policies from and after the giving of such notice. During any period while the foregoing waiver f right of recovery is in effect, Landlord shall look solely to the proceeds of such policies to compensate Landlord for any loss occasioned by fire or other insured casualty.*

*38.04 As long as Tenant's property insurance policies include the waiver od subrogation or agreement or permission to release liability referred to in Section 38.02, Tenant, to the extent that such insurance is in force an collectible, hereby waives (and agrees to cause all other occupants of the premises to execute and deliver to Landlord instruments waiving) any right o recovery against Landlord, each superior Lessor and each Superior Mortgages and any of their employees, agents or contractors, for any loss occasioned by fire or other insured casualty. In the event that at any time Tenant's property insurance carriers shall not include such or similar provisions in Tenant's policies, the waiver set forth in the foregoing sentence shall, upon notice given by Tenant to Landlord and any Superior Lessor or Superior Mortgages protected as insured in such policies, be deemed of no further force or effect with respect to any insured risks under such policy from and after the giving of such notice (or in the cause such insurer shall not be*



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*willing to grant such waiver for all of the required parties, such waiver shall be of no force or effect only with respect to the required parties not included in such waiver). In the event Tenant falls to have property insurance in effect as required by this Article 38, the waiver set forth in the first sentence of this Section 38.01 shall be in force and effect to the same extent as if such required insurance (containing a waiver of subrogation) were in effect. During any period while the foregoing waiver of right of recovery is in effect, Tenant, or any other occupant of the premises, as the case may be, shall look solely to the proceeds of such policies to compensate Tenant or such other occupant for any loss occasioned by fire or other insured casualty”.*

### Plazo y lugar de presentación de ofertas comerciales

Las ofertas comerciales podrán presentarse: i) **presencialmente** en el Consulado General de España en Nueva York, 150 East 58th Street, 30th Floor – New York NY, 10155 o ii) telemáticamente al **correo electrónico** del Consulado: [cog.nuevayork@maec.es](mailto:cog.nuevayork@maec.es).

Los solicitantes deberán presentar el **Anexo I** adjunto, así como, en su caso, deberán enviar la documentación exigida en el apartado: “*Características y requisitos*” de este documento.

El plazo máximo para presentar las ofertas comerciales será el **30 de abril de 2024**, incluido.

### Ofertas económicas

Las ofertas deben presentarse cumplimentadas y firmadas y deberán incluir un importe económico en **dólares USD** por el periodo comprendido entre el 9 de junio de 2024 y el 9 de junio de 2025.

En las ofertas comerciales **no deberá incluirse impuestos** puesto que este Consulado está exento.

La contratación del servicio queda **condicionada** a la aprobación previa del Ministerio de Asuntos Exteriores, Unión Europea y Cooperación.

### Protección de datos

El contratista tratará los datos conforme a las instrucciones del Cónsul General de España en Nueva York y no aplicará o utilizará con un fin distinto, ni los comunicará, ni siquiera para su conservación, a otras personas.

Una vez cumplida la prestación contractual, los datos de carácter personal deberán ser devueltos al responsable del tratamiento, al igual que cualquier soporte o documentos en los que conste algún dato de carácter personal objeto de tratamiento.



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El contratista deberá aportar las medidas de índole técnica y organizativa que garanticen la seguridad de los datos de carácter personal y eviten su alteración, pérdida, tratamiento o acceso no autorizado, y en concreto, no sacará ningún fichero de los que son objeto de este contrato de las dependencias del Consulado General de España en Nueva York.

### Publicidad

El presente anuncio se publicará completo en el tablón de anuncios del Consulado General de España en Nueva York, 150 East 58th. Street, 30th Floor – New York NY 10155, en la página web del Consulado General [www.exteriores.gob.es/consulados/nuevayork](http://www.exteriores.gob.es/consulados/nuevayork), así como, en su caso, en centros de la colectividad española.

En Nueva York a 15 de abril de 2024,



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**ANEXO I**

En relación con el seguro integral de responsabilidad por lesiones personales y seguro de daños a la propiedad en caso de ocurrencia para brindar protección por un monto no menor a \$3,000,000 por lesiones personales, muerte o daños a la propiedad, así como con el seguro contra pérdida o daño por incendio, y otros riesgos y peligros para la Cancillería del Consulado General de España en Nueva York, el abajo firmante, actuando en representación legal de la empresa aseguradora [REDACTED], con NIF [REDACTED], realiza la siguiente:

OFERTA COMERCIAL

Nombre	NIF o pasaporte	Descripción	Oferta económica presentada EXCLUIDO IVA	Oferta económica presentada CON IVA y todos los IMPUESTOS INCLUIDOS
[REDACTED]	[REDACTED]	(a) Comprehensive personal injury liability and Property Damage Insurance, (b) Insurance against loss or damage by fire, and such other risk and hazards.	[REDACTED] USD	[REDACTED] dólares (0,00% IVA + resto de impuestos incluidos) por todo el período de duración del contrato (del 9 de junio de 2024 al 9 de junio de 2025).

Actuando en consecuencia, la oferta comercial presentada consiste en [REDACTED] USD (sin IVA) por la prestación del servicio. Los seguros, tasas o cargas relativas al contrato serán por cuenta de la empresa aseguradora.

Firmado en Nueva York, a [REDACTED] del mes [REDACTED] de 2024.

Firmante y puesto

[REDACTED]