



**Spanish Consulate General  
New York**

**CALL FOR TENDERS FOR THE PROCUREMENT OF A LIABILITY  
INSURANCE POLICY FOR THE CHANCELLERY BUILDING**

A liability insurance policy is required for the Spanish Mission abroad New York Consulate General, through the allocation of external resources to the Ministry of Foreign Affairs, European Union and Cooperation. Accordingly, the following call for tenders is issued, to procure this service.

Purpose

The Spanish State requires a policy for 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 United States dollars (USD) for personal injury, death or property damage as well as insurance against loss or damage by fire, and such other risk and hazards (including burglary, theft, breakage of glass within the premises), insurable according to standard forms available at the time for comprehensive insurance policies.

Location

The property to be insured houses the offices of Chancellery of the Spanish Consulate General in New York, located on **150 East 58th Street, 30th and 31st Floor, New York, NY 10155**, with a floor area of 1,285.87 square meters.

Term

One year, from **9 June 2024 to 9 June 2025**, both included.

Characteristics and requirements

The lease agreement for the Chancellery's offices requires such an insurance policy to be taken out and includes the following **Conditions and Requirements** regarding the liability insurance policy, which the insurance company must meet:

*“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*



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*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 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.*



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*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 of 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 to 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 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*



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*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”.*

### Deadline and place for submitting bids

Bids may be submitted: i) **in person** at the Spanish Consulate General in New York, 150 East 58th Street, 30th Floor – New York NY, 10155; or ii) online to the Consulate's **email**, [cog.nuevayork@maec.es](mailto:cog.nuevayork@maec.es).

Bidders must fill in and send **Appendix I** as well as any documents required under section “Characteristics and Requirements” hereof.

The last day for submission of bids is **30 April 2024**.

### Bids

Bids must be filled out in full and signed, and include a price in **United States dollars** for the period from 9 June 2024 to 9 June 2025.

Bids **must not include tax**, as the Consulate is exempt.

Procurement of the service is **subject** to approval by the Ministry of Foreign Affairs, European Union and Cooperation.

### Data protection

The contractor must process data in accordance with the instructions of Spain’s General Consul in New York, and may not apply or use them for any other purpose, nor disclose them to third parties (including for storage purposes).

Once the contract has expired, personal data, and devices and documents on which processed personal data are held must be returned to the data controller.

The contractor must provide technical and organizational measures that guarantee personal data safety and prevent their modification, loss or unauthorized processing or access. The contractor must not remove any file or folder covered by this contract from the offices of the Spanish Consulate General in New York.



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Publication

The call for tenders shall be published in full on the noticeboard of the Spanish Consulate General in New York, 150 East 58th Street, 30th Floor – New York NY 10155, on the website of the Consulate General [www.exteriores.gob.es/consulados/nuevayork](http://www.exteriores.gob.es/consulados/nuevayork), and in establishments relating to the Spanish community in the United States, where appropriate.

New York, 15 April 2024



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**APPENDIX I**

With regards to the personal injury liability and Property Damage Insurance on an occurrence basis to afford protection in an amount of not less than USD 3,000,000 for personal injury, death or property damage, as well as insurance against loss or damage by fire, and such other risk and hazards for the Chancellery of the Spanish Consulate General in New York, the undersigned, representing Insurance Company [redacted], with tax identification number [redacted], makes the following

BID

Name	Tax identification number or passport number	Description	Bid submitted EXCLUDING VAT	Bid submitted VAT INCLUDING VAT and all other TAXES
[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.	USD [redacted]	USD [redacted] (0.00% VAT + other tax included) for the full term of the contract (from 9 June 2024 to 9 June 2025).

The bid submitted amounts to USD [redacted] (excluding VAT) for the provision of the service. Insurance, fees or charges relating to the contract shall be borne by the insurance company.

Signed in New York, on [redacted] [redacted] 2024.

Name and position of signatory

[redacted]



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