

07 July 2023

Dear

ATISN 18600 Ukrainian Refugee Accommodation Contract

Information requested

Thank you for your request which I received on 15 June 2023. You asked for:

1. The value of the Welsh Government contract with Corporate Travel Management to secure hotel accommodation for refugees following the invasion of Ukraine by Russia during 2022 and 2023?
2. How much has this cost the Welsh Government so far, and how much is it projected to cost?
3. What commission is paid to CTM for arranging the accommodation?
4. What were the specific requests to accommodate refugees (minimum standards of the hotel etc).
5. What value is there to WG in using CTM as opposed to liaising direct with accommodation providers.
6. Copy of the contract between CTM and WG.

Our response

The information you requested is enclosed.

1. £6,700,000.00
2. Cost so far in 22/23 £19,158,964.38. Projected total costs via CTM is £32,320,170.39
3. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/924254/Call-Off_Schedule_5_-_Pricing_Details.odt
4. <https://assets.crowncommercial.gov.uk/wp-content/uploads/RM6217-Call-Off-Schedule-20-Specification.docx>

5. Whilst needing to procure a vast quantity of accommodation at speed due to the sudden escalation of the conflict in Ukraine, with Wales desire to become a Nation of Sanctuary to those most in need at pace. To ensure value for money for public funds it was necessary to procure an expert partner company with experience, knowledge and contacts already in place within the hotel and hospitality sector. An established Crown Commercial Services Travel Accommodation Framework offered the best solution. This decision aligned with models delivered by other devolved governments and limited the risk of failing to secure sufficient accommodation to ensure the successful delivery of the programme and allow Wales to become a Nation of Sanctuary at pace.
6. Please see annex A

Next steps

If you are dissatisfied with the Welsh Government's handling of your request, you can ask for an internal review within 40 working days of the date of this response. Requests for an internal review should be addressed to the Welsh Government's Freedom of Information Officer at:

Information Rights Unit,
Welsh Government,
Cathays Park,
Cardiff,
CF10 3NQ

or Email: Freedom.ofinformation@gov.wales

Please remember to quote the ATISN reference number above.

You also have the right to complain to the Information Commissioner. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

However, please note that the Commissioner will not normally investigate a complaint until it has been through our own internal review process.

Yours sincerely

Annex A:

Framework Schedule 6A (Order Form Template and Call-Off Schedules – Direct Award)

Order Form

CALL-OFF REFERENCE: **C085/2022/2023**

THE BUYER: Welsh Government on behalf of Cabinet Secretary
the Welsh Ministers.

BUYER ADDRESS Crown Buildings, Cardiff CF10 3NQ

THE SUPPLIER: Corporate Travel Management (North) Limited
SUPPLIER ADDRESS: Shire House, 2 Humboldt Street, Bradford, West
Yorkshire, BD15HQ

REGISTRATION NUMBER: 0488182
DUNS NUMBER: 213089972
SID4GOV ID: N/A
CALL-OFF START DATE: 17 June 2022

CALL-OFF EXPIRY DATE: 16 June 2023

CALL-OFF INITIAL PERIOD: 1 Year

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 Year

GO LIVE DATE: 17 June 2022

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 10/06/22.

This Order Form is issued under the Framework Contract with the reference number RM6217 for the provision of Travel and Venue Solutions.

CALL-OFF LOT(S) AND APPLICABLE SCHEDULE 20 (CALL-OFF SPECIFICATION) TERMS:

Column 1		Column 2	
LOT NUMBER AND DESCRIPTION	Tick as applicable	SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS	

Lot 1: Booking Solutions UK Points of Sale – Low Touch	<input type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 5 (Lot 1: Booking Solutions UK Points of Sale – Low Touch)
Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch	X	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 6 (Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch)
Lot 3: Booking Solutions Specialist Needs	<input type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 7 (Lot 3: Booking Solutions Specialist Needs)
Lot 4: Booking Solutions Venues & Events	<input type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 8 (Lot 4: Booking Solutions Venues & Events)

Only those paragraphs of Schedule 20 (Call-Off Specification) listed in “column 2” of the above table (which, for the avoidance of doubt apply to the Call-Off Lot(s) selected by the Buyer) shall be incorporated into the Call-Off Contract, and those which do not apply to the Call-Off Lots(s) selected by the Buyer, shall not be incorporated into the Call-Off Contract.

The Buyer must comply with its obligations set out in Schedule 20 (Call-Off Specification).

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into the Call-Off Contract. Where Schedule numbers are missing, this is intentional as they do not apply to the Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (Definitions and Interpretation) RM6217.
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6217:
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)

- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6217:
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9A (Security) PART A
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (HMRC Terms)

5. The Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6217

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery/performance.

CALL-OFF SPECIAL TERMS

The clauses in the Core Terms shall be amended in accordance with the following Call-Off Special Terms which shall be incorporated into the Call-Off Contract:

Clause 2.4 shall be deleted and replaced with the following wording:

“If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using either Framework Schedule 6A (Order Form Template and Call-Off Schedules - Direct Award) or Framework Schedule 6B (Order Form Template and Call-Off Schedules – Further Competition). If allowed by the Regulations, the Buyer can:

- (a) make changes to the Order Form Template;*
- (b) create new Call-Off Schedules;*
- (c) exclude optional template Call-Off Schedules; and/or*
- (d) use Special Terms in the Order Form to add or change terms.”*

Clause 3.1.2 does not apply to the Call-Off Contract;

Clause 3.2 does not apply to the Call-Off Contract;

Clause 4.3(a) shall be deleted and replaced with the following wording:

“exclude VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority), which is payable in addition to the Charges and the Management Charge in the manner and at the rate prescribed by applicable law, in the jurisdiction in which the relevant supply takes place, from time to time, subject to the provision of a valid VAT invoice (or its local equivalent) as prescribed by local law or practice”

Clause 7.5 shall be amended by the inclusion of the following wording at the end of Clause 7.5: *“including arising out of or in connection with the termination of their employment and/or the exercise of the Buyer’s right under Clause 7.2”*;

Clause 10.6.3(b) shall be amended so that the words *“in the Contract Year in which termination occurs”* will be added before the words *“if the Contract”* in the second sub-clause of Clause 10.6.3(b);

Clause 10.6.5 shall be amended so that the cross-reference *“3.2.10”* is deleted;

Clause 14.4 shall be amended by the inclusion of the words *“(including, but not limited to, the Supplier System)”* after the words *“Supplier system”*;

Clause 14.8(c), shall be deleted and replaced with the following wording: *“must securely (i) destroy all Storage Media that has held Government Data at the end of life of that media, or (ii) erase all Government Data from all Storage Media prior to any sale, gift or other transfer of that media, in each case using Good Industry Practice”*;

A new Clause 15.8 shall be added at the end of Clause 15 as follows:

“15.8 Nothing in this Clause 15 shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party’s Confidential Information or an infringement of its Intellectual Property Rights.”

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification).

Overseas Points of Sale

Not Applicable.

MAXIMUM LIABILITY

The estimated Year 1 Charges used to calculate liability in the first Contract Year is £1 million pounds.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE

The total anticipated potential value of the Call-Off Contract is up to a maximum of six million, seven hundred thousand pounds (£6.7m).

Notwithstanding anything to the contrary contained in the Call-Off Contract, the total anticipated potential value set out above does not create a commitment of any kind from the Buyer in relation (or bind the Buyer in any way) to any minimum committed spend, volume or otherwise and such anticipated potential value will not be taken into account when calculating any reasonable committed and unavoidable Losses under Clause 10.6.3(b) of the Core Terms.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

BUYER'S INVOICE ADDRESS:

Invoices should be emailed in a pdf format direct to the address stated on the Purchase Order (usually this is the Corporate Shared Service Centre [REDACTED]) to ensure payments can be processed as quickly as possible (usually within 5 working days). Backing documents to support an invoice are to be sent along with a copy invoice to the Buyer Contract Manager.

BUYER AUTHORISED REPRESENTATIVE

Emma Williams
Director of Housing and Regeneration
Welsh Government
Cathays Park CF10 3NQ
[REDACTED]

ENVIRONMENTAL POLICY:

The Buyer requires that the Supplier shall:

have a sustainable approach to waste management and not treat, keep or dispose of any waste produced and/or carried by the Supplier in connection with this Contract in a manner likely to cause harm to the health and safety of any person or to the environment and shall comply with all relevant Legislation;

perform this Contract in such a way as to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;

during the Contract Period, take such steps as are reasonably practicable to avoid (or, where avoidance is not possible, to minimise) harm to the environment.

BUYER'S SECURITY POLICY

Not applicable.

ICT POLICY

Not applicable.

SUPPLIER AUTHORISED REPRESENTATIVE

Louise Hutchinson-Chambers
Director - Client Services
Corporate Travel Management (North) Limited
Shire House, Humboldt Street, Bradford, BD1 5HQ

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

Michael Healy
General Manager
Corporate Travel Management (North) Limited
Shire House Humboldt Street, Bradford, BD1 5HQ

[REDACTED]

PROGRESS REPORT FREQUENCY

Twice weekly reporting for first six months then as agreed with the Buyer thereafter.

PROGRESS MEETING FREQUENCY

Twice weekly progress meetings for first six months then as agreed with the Buyer thereafter.

QUALITY PLANS

Within 6 Months of the Start Date.

KEY STAFF

None

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

In accordance with Joint Schedule 4 (Commercially Sensitive Information)

No.	Date	Item(s)	Duration of Confidentiality
1.	From date of agreement	CTM Transaction Fees – disclosure would harm CTM’s commercial interests	Period of Agreement
2.	From date of agreement	Details of CTM Staff involved in delivery of contract – disclosure of personal data	Period of Agreement

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: £ to be agreed

The Service Period is: One Month

A Critical Service Level Failure is: Failure to meet SLA 3.1 as detailed in Schedule 14

ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 3 (Continuous Improvement).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	Michael Healy	Name:	Craig Jones
Role:	General Manager	Role:	CSD – Contract Manager
Date:	20/06/2022	Date:	17/06/22