



Legal Aid  
Agency

## Procurement of Criminal Defence Direct Services from 4 May 2026:

### Application Guide

#### OUTLINE DESCRIPTION OF PROCUREMENT ACTIVITY

The Legal Aid Agency (“LAA”) is inviting Tenders for contracts to deliver Criminal Defence Direct Services (“CDD Services”).

The LAA is seeking to award **two** Criminal Defence Direct Contracts (“CDD Contract”) through this procurement exercise. Successful Applicants will be expected to enter into contracts once issued before the Contract Start Date; the Contract Start Date being the date on which the Contract is executed.

This document, the “Application Guide”, sets out the process and rules for applying for a CDD Contract under the procurement process opening on **16 July 2025**. Applicants must read this Application Guide and the additional information provided in the linked documents in full before submitting a Tender.

**The Tender Submission Deadline is 17:00 on 28 August 2025.**

**Late submissions will not be considered under any circumstances.**

**It is the Applicant’s sole responsibility to ensure that it submits a Tender before the Tender Submission Deadline and to ensure it is complete and fully represents its application for the CDD Contract.**

#### Outline Timetable

For guidance purposes only, a list of indicative dates for key activities as part of this procurement process for CDD Contracts is set out below. These dates may be subject to change and the LAA will notify Applicants of any significant changes through the eTendering system.

Contract procurement opens on eTendering system	16 July 2025
Final date for submission of questions about this procurement process	17:00 on 30 July 2025
Final ‘Frequently Asked Questions’ to be published	W/C 4 August 2025
<b>Tender Submission Deadline</b>	17:00 on 28 August 2025
Outcome of Tenders notified	December 2025
Contracts sent to successful Applicants for execution	January 2026
Contract Start Date	The date on which the Contract is executed (likely February 2026)
Implementation Period	Contract Start Date to 3 May 2026
<b>Service Commencement Date</b>	4 May 2026
<b>Dual Operation</b>	4 May 2026 to 31 May 2026

<b>Contents</b>	<b>Page</b>
<b><u>Section 1: INTRODUCTION AND BACKGROUND</u></b>	<b>Page 4</b>
<u>About the CDD Contract</u>	<b>Page 4</b>
<u>Who can submit a Tender?</u>	<b>Page 5</b>
<b><u>Section 2: PROCUREMENT PROCESS AND REQUIREMENTS</u></b>	<b>Page 6</b>
<u>What is a Complete Tender?</u>	<b>Page 6</b>
<u>Submission of Tenders</u>	<b>Page 6</b>
<u>Technical questions about how to operate the eTendering system</u>	<b>Page 6</b>
<b><u>Section 3: COMPLETION AND ASSESSMENT COMPLETION AND ASSESSMENT OF CDD TENDER RESPONSES – PROCUREMENT SPECIFIC QUESTIONNAIRE (PSQ)</u></b>	<b>Page 9</b>
<u>Stage 1 – Completion of Procurement Specific Questionnaire (PSQ)</u>	<b>Page 10</b>
<u>Conditions of Participation</u>	<b>Page 13</b>
<b><u>Section 4: COMPLETION AND ASSESSMENT COMPLETION AND ASSESSMENT OF CDD TENDER RESPONSES – AWARD CRITERIA</u></b>	<b>Page 20</b>
<u>Stage 2 - Award Criteria</u>	<b>Page 20</b>
<u>Stage 3 – Final Score</u>	<b>Page 26</b>
<u>Stage 4 – Contract award</u>	<b>Page 26</b>
<u>Stage 5 – Implementation Period</u>	<b>Page 27</b>
<b><u>Section 5: GENERAL RULES OF THIS PROCUREMENT PROCESS</u></b>	<b>Page 28</b>
<u>Introduction</u>	<b>Page 28</b>
<u>Submitting a Tender</u>	<b>Page 28</b>
<u>Right to Cancel or Amend the Procurement Process</u>	<b>Page 30</b>
<u>Right to Clarify/Verify</u>	<b>Page 30</b>
<u>Right to Reject</u>	<b>Page 31</b>
<u>Canvassing</u>	<b>Page 31</b>
<u>Collusion</u>	<b>Page 31</b>
<u>Award</u>	<b>Page 32</b>
<u>Appeal and costs and expenses of Tender</u>	<b>Page 32</b>
<u>Confidentiality, Data Protection &amp; Freedom of Information</u>	<b>Page 33</b>
<u>Copyright &amp; Intellectual Property Rights</u>	<b>Page 34</b>
<u>Public Procurement Review Service</u>	<b>Page 34</b>
<b><u>ANNEX A: GLOSSARY OF DEFINED TERMS</u></b>	<b>Page 35</b>

## **SECTION 1: INTRODUCTION AND BACKGROUND**

### **About the CDD Contract**

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering legal aid services across England and Wales in accordance with the [Legal Aid, Sentencing and Punishment of Offenders Act 2012](#) and associated legislation. Contract Documents are issued by the LAA on behalf of the Lord Chancellor.
- 1.2 Before submitting a Tender, the Applicant must read the following documents which set out the complete rules of the procurement process and which should be read in the following order:
  - Application Guide
  - CDD Contract; and
  - Frequently Asked Questions (FAQ)
- 1.3 Where not defined in the body of this Application Guide, capitalised terms are defined in the:
  - Glossary of defined terms; or
  - CDD Contract
- 1.4 The CDD Contract will commence on the Contract Start Date, and it will last until the end of the Contract Period on **31 May 2031** (subject to the LAA's right of early termination).
- 1.5 The CDD Contract consists of:
  - Contract for Signature;
  - Standard Terms;
  - Annex 1: Specification;
  - Annex 2: Payment;
  - Annex 3: KPI;
  - Annex 4: IT Requirements;
  - Annex 5: Implementation Plan;
  - Annex 6: Reporting Requirements; and
  - Annex 7: Resourcing Plan.

### **About CDD Contract Work**

- 1.6 The CDD Service operates **twenty-four hours a day on each day of the year** and provides non-means tested telephone based legal advice directly to members of the public who are suspected of non-indictable offences and who are detained at a police station in England and Wales.
- 1.7 The LAA intends to award **two** CDD Contracts through this procurement process and anticipates that each CDD Provider will be allocated 50% of the overall Case volume (subject to variation in accordance with the Contract). CDD Providers will deliver the service concurrently.
- 1.8 Please see **Annex 1 of the CDD Contract** for further details.

### **Case Volumes**

- 1.9 The table below shows the estimated volume of Cases expected to be delivered on an annual basis from the end of the period of Dual Operation and thereafter throughout the Contract Period. Dual Operation is outlined at paragraphs 4.54 - 4.55 below. More detailed information on Case volumes and other relevant data is contained in the [CDD Historical Service Data](#)

Number of CDD Contracts to be awarded	Estimated number of Cases per CDD Contract year per CDD Provider
2	Approximately 27000 Cases based on 2 contracts (i.e. 54,000 Cases across all CDD Contracts awarded)

- 1.10 Please note that the data provided throughout this Application Guide and associated documents are estimates only. The LAA provides no guarantees or warranties regarding the actual volumes of Cases under the CDD Contract and has no control over actual volumes.

### **Payments under the Contract**

- 1.11 Payments for Cases will be based on the price submitted by a successful Applicant in its Tender. Providers will receive a single Case Fee for each Closed Case. Further information regarding payments are set out in **Annex 2 of the CDD Contract**.
- 1.12 Applicants are required to complete a separate Price Form to include their tendered Case Fee. The Price Form must be submitted in the Commercial Envelope as part of a CDD Tender Response.
- 1.13 The Case Fee submitted by a successful Applicant will apply throughout the term of the CDD Contract and including any agreed extension period without variation. Full consideration of the costs of delivering the CDD Service throughout the term should be factored into the price submitted.
- 1.14 When considering their pricing submission, Applicants should review:
- the CDD Contract for full details of the required Contract Work and the payment structure; and
  - information contained in this Application Guide.

### **Who can submit a Tender?**

- 1.15 This is an open procurement process and is available to any interested party able to meet the Conditions of Participation.
- 1.16 Applicants do not need to hold a Standard Crime Contract to apply for a CDD Contract.
- 1.17 The LAA will only contract with **single legal entities** (including individuals). Any existing organisations wishing to merge or join with others to apply for a CDD Contract, must form a single legal entity. That entity will be fully responsible for performing all obligations under the CDD Contract.

### **Rules for Connected Entities**

- 1.18 Organisations that are connected through their parent company, other companies that have significant control over their decision-making, or Key Personnel of the organisation may not tender for a CDD Contract. Connected Entities may not tender for more than one CDD Contract.

### **What is a Connected Entity?**

- 1.19 Applicants may be connected through corporate entities or through individuals. In the context of this procurement process and the LAA's assessment of compliance with these rules, the term connected shall mean:

- having a legal or beneficial interest; or
- being able to effect substantive influence or control or having powers of representation over the business affairs of the relevant organisation and the term "connection" shall bear a similar meaning.

- 1.20 Such connection may be either direct, for example where an organisation is the parent entity of two Applicants, or indirect, for example a 'chain' of connection (however long that chain might be) where an organisation or individual is connected to another organisation that is itself connected to the Applicant.

- 1.21 Applicants should note that any existing or proposed ethical wall or other information or business partitioning arrangement will not bring any arrangement into compliance with these rules.

### **What are the rules that Applicants must comply with?**

- 1.22 Applicants cannot tender against a Connected Entity. For the purposes of this procurement process, this means an Applicant cannot be legally or commercially connected to any other Applicant tendering for a CDD Contract.

#### **Example 1:**

Burns & Partners Ltd is the parent company of both Simpsons Ltd and Flanders Ltd and has significant control of the decision-making within each organisation.

Both Simpsons Ltd and Flanders Ltd intend to tender to deliver Contract Work.

Were both Applicants to tender to deliver Contract Work, this would be a breach of the Rules on Connected Entities.

- 1.23 Key Personnel of an organisation, having the meaning set out at Annex A, may not tender against other organisations in which they are also Key Personnel.

#### **Example 2:**

Mr Black is a member of Key Personnel of Black & Co and also a member of Key Personnel at Green LLP.

Black & Co wishes to tender to deliver Contract Work.

Green LLP also wishes to tender to deliver Contract Work.

Under the Rules for Connected Entities, Black & Co and Green LLP cannot both tender to deliver Contract Work by virtue of their Connection through Mr Black.

### **What will the LAA do where it believes Applicants are Connected Entities?**

- 1.24 The LAA reserves the right to clarify with one or both Applicants, as required in accordance with paragraphs 5.24 to 5.26.
- 1.25 Where the LAA believes that the rules on Connected Entities have not been complied with, and that Applicants are connected as set out in paragraphs 1.22 and 1.23, all those Tenders that the LAA deems to be connected **will be rejected**.
- 1.26 The contracting entity must be fully constituted and be able to demonstrate it meets the Conditions of Participation by the date specified at paragraph 3.25.
- 1.27 Where the Applicant:
- **has been dissolved or is, for any other reason, incapable of executing a contract;**
  - **is not fully constituted as the contracting entity named in its Tender; or**
  - **is unable to meet the Conditions of Participation by the applicable deadlines,**
- any CDD Contract offer made to it **will** be withdrawn.

## **SECTION 2: PROCUREMENT PROCESS AND REQUIREMENTS**

### **What is a Complete Tender?**

- 2.1 Applicants must submit a Complete Tender, which consists of:
- **a CDP Response - submitted via the Cabinet Office on the [Central Digital Platform \(CDP\)](#)**
  - **a CDD Tender Response - submitted via the [LAA's eTendering system](#).**
- 2.2 If a Complete Tender is not submitted by the Tender Submission Deadline or any element is incapable of assessment the Tender **will be rejected**.

### **Submission of Tenders**

#### *Central Digital Platform (CDP)*

- 2.3 This procurement process is taking place under the Procurement Act 2023 which requires basic supplier information to be provided on the CDP. This information can be accessed by any procuring authority when assessing a specific tender submitted to it in response to a procurement exercise.
- 2.4 Applicants will need to:
- a) register on the CDP if they have not already registered; and
  - b) complete and submit their CDP Response; and

- c) complete their CDD Tender Response on the LAA eTendering System. When completing their CDD Tender Response, Applicants will need to provide their share code to enable the LAA to access and assess their CDP Response.
- 2.5 Further information on how to register on the CDP and share a CDP Response can be found at: [Suppliers: How to register your organisation and first administrator on Find a Tender in three easy steps \(HTML\) - GOV.UK](#).
- 2.6 Questions regarding access to and the use of the CDP should be addressed to [procurement.reform@cabinetoffice.gov.uk](mailto:procurement.reform@cabinetoffice.gov.uk).
- 2.7 If an Applicant cannot access Find a Tender, or update and share their CDP Response with the LAA they should contact us immediately to discuss the alternative arrangements at [crime.contracts@justice.gov.uk](mailto:crime.contracts@justice.gov.uk).

### *LAA eTendering System*

- 2.8 Applicants must complete and submit their CDD Tender Response using the eTendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at <https://legalaid.bravosolution.co.uk>.
- 2.9 Applicants who have not yet registered on the eTendering system must do so before they can submit a Tender and should click “Register here” on the home page to complete the registration process. Applicants who are already registered on the eTendering system and whose registration details remain up to date do not need to register again.
- 2.10 **It is recommended that Applicants with an existing registration review their contact details in the eTendering system to ensure that these remain current as this is the only communication method the LAA will use to contact an Applicant throughout the procurement process.**
- 2.11 Applicants must remove access to the system for any individual who no longer has the authority to submit Tenders or information on its behalf and if the Applicant does not take steps to do so, they accept responsibility for the consequences of failing to do so.
- 2.12 Where an Applicant already has multiple registrations on the eTendering system it must ensure that it uses the registration which matches the name and trading status of the organisation on whose behalf the Tender is submitted.
- 2.13 If Applicants have a question about the procurement process to which they cannot find an answer either in this document or in the guidance provided in the eTendering system they may submit it through one of two different channels below depending on the nature of the query.

### **Technical questions about how to operate the eTendering system**

- 2.14 For technical assistance with the eTendering system, Applicants can access guides via the [‘Technical Support and Guidance’](#) on the eTendering system home page or contact the helpdesk by completing the [online form](#) or by calling 0800 069 8630 (Monday–Friday, 8am–6pm).

- 2.15 Please note that the helpdesk cannot assist with Applicants' hardware or system issues. Early tender submission is recommended to avoid delays, as helpdesk support may be limited close to the Tender Submission Deadline. The LAA cannot guarantee that queries received close to the Tender Submission Deadline will be dealt with in time and accepts no responsibility if they are not.
- 2.16 For problems relating to the Applicants' own computer hardware or systems Applicants should contact their usual IT support.

### Questions about the procurement process

- 2.17 Applicants can submit questions about the procurement process through the eTendering system message boards until **17:00 on 30 July 2025**.

**The LAA will only communicate with Applicants through the eTendering system message boards for this procurement process. Applicants must check the message boards regularly to ensure that any messages are read promptly.**

- 2.18 Due to the LAA's message downloading process, Applicants' messages may appear unread but re-sending them is unnecessary. Responses may take longer during peak periods, but all questions will be addressed.
- 2.19 Applicants should assume that questions and answers may be published. Questions of wider interest may be published on the LAA's procurement pages to ensure all Applicants have equal access to information on the following page:  
<https://www.gov.uk/government/publications/2026-criminal-defence-direct-cdd>

## **SECTION 3: COMPLETION AND ASSESSMENT OF COMPLETE TENDERS**

- 3.1 The CDD Tender contains three envelopes for completion:

<b>eTendering system envelope</b>	<b>Contents</b>	<b>Sub Content</b>	<b>Mandatory Attachment Requirements</b>
Qualification Envelope	Procurement Specific Questionnaire (PSQ)	Share code for CDP Response Conditions of Participation Qualification Envelope Declaration	Financial Viability Risk Assessment (FVRA) Pro Forma
Technical Envelope	Award Criteria	Quality Award Criteria Technical Envelope Declaration	Staff Organogram Resourcing Plan Pro Forma Implementation Plan Pro Forma Delivery Model Pro Forma
Commercial Envelope	Award Criteria	Price Award Criteria Commercial Envelope Declaration	Costs Breakdown Assessment Pro Forma

- 3.2 As part of a CDD Tender Response an Applicant will have to answer questions and complete Mandatory Attachments for each envelope.

*Consequences of failure to submit Mandatory Attachments as part of a CDD Tender Response*



- 3.3 Where an Applicant has failed to upload one of the Mandatory Attachments as part of the Qualification Envelope, Technical Envelope or Commercial Envelope, they may have their Tender rejected.
- 3.4 Please note that because Mandatory Attachments must be completed outside of the eTendering system and uploaded into the CDD Tender Response it is not possible for the eTendering system to prevent incorrect or incomplete information being submitted and it is the Applicant's responsibility to ensure fully completed and accurate information is attached.
- 3.5 The LAA will only accept attachments submitted in the following formats:
- **Microsoft Word;**
  - **Microsoft Excel; or**
  - **Adobe PDF.**
- 3.6 Applicants should check the contents of any attachments on the eTendering system (found in the "Actions" menu). Applicants should go to the section in the CDD Tender Response against which the attachments are uploaded and select "Download". This will open the versions of the attachments uploaded as part of a Tender.
- 3.7 Tenders will not be opened by the LAA until after the Tender Submission Deadline. If an Applicant's Tender is incomplete this will only be identified on assessment, at which point it shall be too late for Applicant to submit any further information, and the Tender **will be rejected**.

#### *CDD Tender Response Assessment*

- 3.8 Where an Applicant submits a Complete Tender, it will be assessed in the following stages:
- Stage 1 – PSQ assessment, which includes assessment of the CDP Response
  - Stage 2 – Award Criteria assessment
  - Stage 3 – Final Score
  - Stage 4 – Contract award (subject to verification)
  - Stage 5 – Implementation Period

#### **Stage 1 – Completion of Procurement Specific Questionnaire (PSQ)**

- 3.9 The CDD procurement exercise includes a Qualification Envelope which comprises of basic information and Conditions of Participation for this procurement process. Applicants must:
- **respond to all questions; and**
  - **provide a signed declaration.**
- 3.10 For the avoidance of doubt, this stage includes the completion and submission of a CDP Response and that Applicant's share this information with the LAA via a share code.

#### *Basic Information and Conditions of Participation*

- 3.11 The PSQ contains a series of questions covering the following areas:

<b>Part A</b>	<b>CDP Response:</b> Applicants are required to confirm that they have registered on the CDP and submitted a CDP Response to the LAA via a share code.
---------------	--

<b>Part B</b>	<b>Conditions of Participation:</b> the LAA has set Conditions of Participation which Applicants must satisfy to demonstrate that they have the requisite legal and financial capacity and technical ability to perform the Contract. Applicants must satisfy the Conditions of Participation if they are to be awarded the Contract. Applicants will also be required to upload their completed FVRA Pro Forma as part of this section.
<b>Part C</b>	<b>Declaration:</b> Applicants are required to complete the declaration in the Qualification Envelope, warranting that to the best of their knowledge the answers submitted, and information contained in the completed Qualification Envelope is correct, also providing contact details of the individual making the declaration.

### Mandatory Attachments

3.12 Applicants are required to upload the following Mandatory Attachment as part of their PSQ:

Mandatory Attachment	Submission requirements
Financial Viability Risk Assessment Pro Forma	Required in response to Part B – Financial Assessment of the Qualification Envelope.

#### *Financial Viability Risk Assessment (FVRA) Pro Forma*

3.13 Applicants are required to provide a completed Financial Viability Assessment Pro Forma attachment in the template provided by the LAA. This Pro Forma can be found within the 'Attachments' section on the e-Tendering system. It must be downloaded, completed and saved on the Applicant's local system and uploaded as part of the PSQ.

#### *Self-Declaration*

3.14 When sharing information from the CDP Response with the LAA and submitting the completed PSQ, Applicants are declaring that, to the best of their knowledge, the information provided is correct and accurate.

### Procurement Specific Questionnaire (PSQ) assessment

#### *Part A – CDP Response assessment*

3.15 The LAA will assess an Applicant's CDP Response in accordance with the assessment approach detailed below:

Section	Detail	Evaluation Method
Part A	Basic Information	Information only
	Connected Persons	Information only
	Mandatory Exclusions	<b>Pass/Fail</b>
	Discretionary Exclusions	<b>Pass/Fail</b>
	Financial Information	Information only
	Debarment List check	<b>Pass/Fail</b>

#### *Exclusion Grounds*

3.16 The LAA will assess exclusion grounds based on self-declarations in the CDP Response and internal records.

3.17 It is the Applicants responsibility to:

- **Register on the CDP**
- **Ensure their information is up-to-date**
- **Provide required information to the LAA via share code in the Qualification Envelope Response.**
- **Secure information from relevant Associated and Connected Persons.**

#### *Mandatory and Discretionary Exclusion Grounds*

3.18 An Applicant will be excluded from the procurement process if there is evidence of them falling under one of the mandatory or discretionary exclusion grounds in the Procurement Act and no satisfactory self-cleaning has been provided.

3.19 For the avoidance of doubt, Relevant Contracts include any terminated or partly terminated contracts with the LAA.

Detail	Evaluation Criteria & Scoring Methodology
Grounds for Mandatory Exclusion	Pass = 'No' OR 'Yes' with satisfactory self-cleaning; Fail = 'Yes' with no satisfactory self-cleaning.
Grounds for Discretionary Exclusion	Pass = 'No' OR 'Yes' with satisfactory self-cleaning; Fail = 'Yes' with no satisfactory self-cleaning.

#### *Self-Cleaning*

3.20 If such evidence is considered by the LAA (whose decision will be final) as sufficient, the Applicant concerned shall be allowed to continue in the procurement process. In order for the evidence referred to above to be sufficient, the Applicant must provide evidence that the circumstances giving rise to the exclusion ground are unlikely to occur again. The evidence to be provided is for the Applicant to determine but must in all cases be sufficiently detailed to allow the LAA to make a reasoned judgement. Evidence of self-cleaning may demonstrate an Applicant has:

- paid or undertaken to pay compensation in respect of any damage caused by the circumstances giving rise to the exclusion ground;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent the circumstances giving rise to the exclusion ground occurring again.

3.21 The measures taken by the Applicant shall be evaluated considering the gravity and particular circumstances of the circumstances giving rise to the exclusion ground. Where the measures are considered by the LAA to be insufficient, the Applicant's Tender will be rejected, and the Applicant shall be given a statement of the reasons for that decision.

#### *Debarment List Check*

3.22 If an Applicant is on the Debarment List, the LAA **must** exclude an 'excluded supplier' and **may** exclude an 'excludable supplier' from this procurement. Further information can be found here: [Guidance: Exclusions \(HTML\) - GOV.UK](#)

3.23 If an Applicant is on the Debarment List for a mandatory exclusion ground, they will be removed from the procurement process. If a Connected Person or sub-contractor is on the List for a mandatory ground, the Applicant can replace them but may be excluded if they fail to do so.

#### *Part B – Conditions of Participation*

3.24 The LAA will assess this stage in accordance with the assessment approach detailed below:

Section	Detail	Evaluation Method
Part B	Conditions of Participation	<b>Pass/Fail</b>

#### **Conditions of Participation**

3.25 As part of their PSQ Applicants must agree to meet the following Conditions of Participation:

Condition of Participation	Conditions of Participation	What Applicants Must Have	When Applicants Must Have It	How Applicants Prove It
Financial Assessment	Financial Viability	Compliant Financial Viability Assessment	By Tender Submission Deadline	Financial Viability Assessment Pro Forma
Insurance Requirements	Insurance	Compliant Insurance Requirements (where applicable)	By Tender Submission Deadline	Self-Declaration during Tender submission which can be evidenced upon request
Modern Slavery Requirements	Modern Slavery	Compliant Modern Slavery Statement reviewed annually (where applicable)	By Tender Submission Deadline	Link to in-date statement, submitted during Tender submission (where applicable)
Service Requirements	Service Availability	Ability to deliver the CDD Service 24/7	By Service Commencement Date (4 May 2026)	Demonstrated during Implementation Period
Organisation Requirements	Relevant Quality Standard	Either Lexcel or SQM	Valid at Contract Start Date	Certificate or confirmation letter
Organisation Requirements	Professional Authorisation	SRA, BSB, or CILEX authorisation	By Contract Start Date	Regulator ID (e.g. SRA number)
Organisation Requirements	Cyber Essentials	Cyber Essentials Certification (CE or CE+)	By Contract Start Date	Valid certificate

Infrastructure Requirements	Business Address	A UK address for correspondence	By Service Commencement Date	Full address and postcode
Infrastructure Requirements	Telephony & IT	Systems that meet CDD Contract standards	By Service Commencement Date	Demonstrated during Implementation Period
Staffing Requirements	CLAS Accreditation	All CDD Supervisors must be CLAS accredited	By Service Commencement Date	Accreditation certificates
Staffing Requirements	Staffing	Enough CDD Supervisors and Advisers	4 weeks before Service Commencement Date	Verified during Implementation Period
Staffing Requirements	Supervisor Employment	At least one full-time Supervisor meeting standards	4 weeks before Service Commencement Date	Supervisor Declaration Form

3.26 CDD Providers must continue to meet the Conditions of Participation from the dates specified in paragraph 3.25 and subsequently at all times during the Contract Period. Any failure to meet the Conditions of Participation will be considered a breach of contract and will entitle the LAA to terminate the Contract.

#### *Financial Assessment*

3.27 The Financial Viability Risk Assessment (FVRA) Pro Forma submitted as part of the Qualification Envelope Response will be validated against the basic financial information submitted as part of the CDP Response.

3.28 Based on the information entered in the FVRA Pro Forma Applicants will receive an automatically generated rating of red, amber or green for each ratio measured. All responses to questions together with the material submitted as requested will inform the decision made.

3.29 An assessment of financial risk will be made based on a review of the company's accounts using the three key ratios detailed below:

Detail	Evaluation Criteria & Scoring Methodology
Operating Margin	Pass = 'Green' OR 'Red or Amber' with satisfactory mitigation. Fail = 'Red or Amber' with no satisfactory mitigation.
Net Debt to EDBITDA Ratio	Pass = 'Green' OR 'Red or Amber' with satisfactory mitigation. Fail = 'Red or Amber' with no satisfactory mitigation.

Acid Ratio	Pass = 'Green' OR 'Red or Amber' with satisfactory mitigation. Fail = 'Red or Amber' with no satisfactory mitigation.
------------	--

- 3.30 If the LAA have any concerns or questions regarding the information submitted, the Applicant may be asked for further evidence to clarify circumstances detailed in either their CDP Response or FVRA Pro Forma, to determine their suitability for inclusion in the procurement process.

### Service Requirements

- 3.31 In accordance with paragraph 17.2 of **Annex 1 of the CDD Contract** the Applicant must deliver the CDD Service 24 hours a day on each day of the year,

### Organisational Requirements

#### *Quality Standard*

- 3.32 All contract holders are required to hold a Quality Standard.
- 3.33 Applicants are solely responsible for paying all necessary fees to the Quality Standard auditing organisation.
- 3.34 Where an Applicant already holds the SQM following audit by the LAA's SQM Audit Provider or is in the process of being audited by them, it need not reapply for the SQM, unless it must do so to continue to hold the SQM.
- 3.35 Requirements according to the Quality Standard an Applicant chooses to hold are detailed below:

<b><i>Applicant Type</i></b>	<b><i>Requirement</i></b>
Applicants who intend to hold the SQM	<ul style="list-style-type: none"> <li>- Pass desktop audit and provide evidence of this by the Contract Start Date. Where the Applicant has passed the desktop SQM audit only, a copy of the relevant letter of confirmation must be provided.</li> <li>- Fully pass the Pre-Quality Mark audit within six months of the Contract Start Date.</li> </ul>
Applicants who intend to hold Lexcel	<ul style="list-style-type: none"> <li>- Achieve Lexcel accreditation by the Contract Start Date and provide evidence of this by the Contract Start Date.</li> </ul>
Applicants who already hold Lexcel	<ul style="list-style-type: none"> <li>- Must hold a valid accreditation that will be in force until at least the Contract Start Date and provide evidence of this by the Contract Start Date.</li> </ul>

Applicants who already hold an SQM audited by the LAA's SQM Audit Provider	- Must hold a valid accreditation that will be in force until at least the Contract Start Date and provide evidence of this by the Contract Start Date.
--	---

- 3.36 It is an Applicant's responsibility to ensure it meets the LAA's requirements and Applicants are therefore advised to apply for their chosen Quality Standard as early as possible.
- 3.37 It is the sole responsibility of the Applicant to contact the Quality Standard auditing organisation and arrange any necessary audits. The LAA assumes no responsibility for monitoring Applicants' progress towards achieving a Quality Standard.
- 3.38 Where the Quality Standard is in place at the point of tender submission but due to expire prior to the Contract Start Date, the LAA will accept the current Quality Standard Certificate, along with confirmation in writing from the Quality Standard provider of the date of the scheduled re-audit.
- 3.39 Further information about the SQM and how to register with the LAA's current SQM Audit Provider can be found at <http://www.recognisingexcellence.co.uk/sqm/>
- 3.40 Further information on Lexcel can be found on The Law Society's website: <http://www.lawsociety.org.uk/productsandservices/lexcel.page>

#### *Authorisation by a relevant legal sector regulator*

- 3.41 The required services include "reserved legal activities" which can only be carried on by authorised persons, exempt persons, or certain non-commercial organisations which are subject to transitional provisions, as defined within the Legal Services Act 2007. Applicants for a CDD Contract must, therefore, ensure that they have all necessary licences and authorisations from a Relevant Professional Body to conduct Contract Work by the Contract Start Date.

#### *Cyber Essentials Certification*

- 3.42 Applicants are required to hold Cyber Essentials Certification. Applicants will be required by the Contract Start Date that they hold valid Cyber Essentials Certification which is valid on the Contract Start Date.
- 3.43 Cyber Essentials is a Government-backed scheme to help organisations protect themselves against the most common cyber-attacks. There are two levels of Cyber Essentials Certification available:
- Cyber Essentials; and
  - Cyber Essentials Plus.
- 3.44 Providers will be required to hold Cyber Essentials as a minimum. The LAA recommends accreditation to Cyber Essentials Plus.
- 3.45 It is the sole responsibility of the Applicant to contact the Cyber Essentials certification body to apply for certification and arrange any necessary audits. The LAA assumes no responsibility

for monitoring Applicants' progress towards achieving Cyber Essentials Certification. Applicants are solely responsible for paying all necessary fees to achieve Cyber Essentials Certification.

- 3.46 Where an Applicant already holds Cyber Essentials Certification that will be valid at the Contract Start Date or is in the process of applying for certification, it need not reapply.
- 3.47 Further information about Cyber Essentials Certification and how to apply for certification is available at the National Cyber Security Centre website: <https://www.ncsc.gov.uk/cyberessentials/overview>.

### **Key Contractual Changes to the CDD Contract**

- 3.48 The LAA as part of this procurement has introduced a number of changes from previous CDD Contracts to provide enhanced flexibility and reduce barriers to support providers in successfully delivering the CDD Contract and ensure consistency across similar services which are reflected in the infrastructure and staffing requirements below.

### **Infrastructure Requirements**

#### *Business address*

- 3.49 The LAA will not specify the office requirements for Applicants. Instead, Applicants will choose the arrangements most suitable for its delivery. Therefore, Applicants are no longer required to have an office to deliver the CDD Service but are required as part of the Tender to submit a business address to which correspondence can be received.

#### *Telephony and IT*

- 3.50 The Applicant is required to have telephony and IT requirements in place and operational in accordance with **Annex 4 of the CDD Contract**.

### **Staffing requirements**

- 3.51 Supervisor Standards are set out in the **Annex 1 of the CDD Contract**.
- 3.52 To evidence that an Applicant Employs an individual who meets the Supervisor Standard the Applicant must provide a Supervisor Declaration Form for every Supervisor the Applicant intends to use to deliver Contract Work.

#### *Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")*

- 3.53 It is possible that TUPE could apply in the transfer of some or all contracts of employment from Incumbent Providers to successful Applicants.
- 3.54 The LAA make no representation in relation to the likelihood of TUPE applying in this case and it is each Applicant's responsibility to form their own view (taking legal advice as necessary) as to whether or not TUPE applies and, if so, the financial implications for their Tender.
- 3.55 To the extent there is likely to be one, the impact of any TUPE transfer must be factored into the Price Form submitted by the Applicant, so that Case Fees submitted in the Price Form are valid regardless of whether TUPE applies and/or the number or identity of transferring employees.



3.56 In an effort to assist Applicants in forming a view in relation to TUPE, and to the extent it is made available to us, anonymised information (including numbers of employees, salary details and time spent on Contract Work) relating to those persons employed by Incumbent Providers will be supplied to an Applicant upon the Applicant's request and following the receipt by the LAA of a signed confidentiality agreement from that Applicant. A copy of the confidentiality agreement is provided in the PSQ in the eTendering system.

3.57 Applicants wishing to receive this information should complete, sign and return the form as an attachment through the eTendering system message board by 17:00 on 30 July 2025.

3.58 Once the signed confidentiality agreement is received through the eTendering message board, any TUPE information will be sent to the Applicants through the eTendering system message boards no later than the week commencing 4 August 2025.

#### *Conditions of Participation*

3.59 The LAA will assess the following Conditions of Participation in accordance with the assessment approach detailed below:

Section	Detail	Scoring Methodology	Evaluation Criteria:
Financial Assessment	Compliant Financial Viability Assessment	Pass/Fail	As detailed in paragraphs 3.28 – 3.31 above
Insurance Requirements	Compliant Insurance Requirements (where applicable)	Pass/Fail <ul style="list-style-type: none"> <li>• Pass = 'Yes';</li> <li>• Fail = 'No'</li> </ul>	If an Applicant cannot answer 'Yes' (i.e. committing to Compliant Insurance Requirements where possible), their response will receive a 'fail' and they will not be invited to participate further in this process.
Modern Slavery Requirements	Compliant Modern Slavery Statement reviewed annually (where applicable)	Pass/Fail <ul style="list-style-type: none"> <li>• Pass = C or A or B with link to modern slavery statement</li> <li>Fail = A or B with no link to modern slavery statement</li> </ul>	If an Applicant cannot provide a link to their modern slavery statement when they answer A or B, their response will receive a 'fail' and they will not be invited to participate further in this process.
Section 1	Ability to deliver the CDD Service	Pass/Fail <ul style="list-style-type: none"> <li>• Pass = 'Yes';</li> <li>• Fail = 'No'.</li> </ul>	If an Applicant cannot answer 'Yes' (i.e. committing to being willing and able to deliver the CDD Service 24 hours a day, seven days a week), their response will receive a 'fail' and they will not be invited to participate further in this process.
Section 2	Quality Standard	Pass/Fail <ul style="list-style-type: none"> <li>• Pass = 'Yes';</li> <li>• Fail = 'No'.</li> </ul>	If an Applicant cannot answer 'Yes' (i.e. committing to having a Quality Standard), their response will receive a 'fail' and they will not be invited to participate further in this process.
Section 3	Appropriate authorisation from a	Pass/Fail	If an Applicant cannot answer 'Yes' (i.e. committing to being authorised by a Relevant

	Relevant Professional Body	<ul style="list-style-type: none"> <li>• Pass = 'Yes';</li> <li>• Fail = 'No'.</li> </ul>	Professional Body), their response will receive a 'fail' and they will not be invited to participate further in this process.
Section 4	Cyber Essentials Certification	Pass/Fail <ul style="list-style-type: none"> <li>• Pass = 'Yes';</li> <li>• Fail = 'No'.</li> </ul>	If an Applicant cannot answer 'Yes' (i.e. committing to hold Cyber Essentials accreditation), their response will receive a 'fail' and they will not be invited to participate further in this process.
Section 5	Business address	Pass/Fail <ul style="list-style-type: none"> <li>• Pass = 'Yes';</li> <li>• Fail = 'No'.</li> </ul>	If an Applicant cannot answer 'Yes' (i.e. committing to having a business address to which correspondence can be received), their response will receive a 'fail' and they will not be invited to participate further in this process.
Section 6	Telephony and IT	Pass/Fail <ul style="list-style-type: none"> <li>• Pass = 'Yes';</li> <li>• Fail = 'No'.</li> </ul>	If an Applicant cannot answer 'Yes' (i.e. committing to having have in place telephony and IT which meets the CDD Contract requirements), their response will receive a 'fail' and they will not be invited to participate further in this process.
Section 7	CLAS Accreditation	Pass/Fail <ul style="list-style-type: none"> <li>• Pass = 'Yes';</li> <li>• Fail = 'No'.</li> </ul>	If an Applicant cannot answer 'Yes' (i.e. committing to having CDD Supervisor(s) who hold a valid CLAS Accreditation), their response will receive a 'fail' and they will not be invited to participate further in this process.
Section 8	Staff to deliver the CDD Service	Pass/Fail <ul style="list-style-type: none"> <li>• Pass = 'Yes';</li> <li>• Fail = 'No'.</li> </ul>	If an Applicant cannot answer 'Yes' (i.e. committing to having CDD Supervisor(s) and Advisors to deliver the CDD Service), their response will receive a 'fail' and they will not be invited to participate further in this process.
Section 9	Employment of at least one Full-Time Equivalent CDD Supervisor	Pass/Fail <ul style="list-style-type: none"> <li>• Pass = 'Yes';</li> <li>• Fail = 'No'.</li> </ul>	If an Applicant cannot answer 'Yes' (i.e. committing to Employ at least one Full-Time Equivalent CDD Supervisor), their response will receive a 'fail' and they will not be invited to participate further in this process.

3.60 The LAA will reject any Applicant that fails to meet any of the Conditions of Participation as set out in paragraph 3.25 from the CDD Tender.

3.61 The LAA's assessment will be solely reliant on information provided by the Applicant. That information must be completed accurately. Applicants' attention is drawn to the LAA's right to reject an Applicant for submitting false and/or misleading information as provided at paragraphs 5.29 to 5.31 in the general rules of the procurement.

3.62 Further guidance on the Conditions of Participation can be found here: [Procurement Specific Questionnaire Guidance](#)

#### **Notification of the assessment of PSQ assessment**

3.63 Applicants will be notified whether they have been successful or unsuccessful at Stage 1 or Stage 2 of the Tender through the eTendering system message board.

3.64 Notifications to unsuccessful Applicants will include reasons why their response to the Core Supplier Information and/or Basic Information and Conditions of Participation have been assessed as unsuccessful.

3.65 Following Stage 1, the LAA will proceed to Stage 2 – Award Criteria Assessment

## **SECTION 4: COMPLETION AND ASSESSMENT OF AWARD CRITERIA**

4.1 The CDD Tender includes a Technical Envelope which contains the Quality Award Criteria and a Commercial Envelope which contains the Price Award Criterion. Applicants must:

- **Respond to all Quality and Price Award Criteria/sub criteria (including any required Mandatory Attachments); and**
- **Provide signed declarations.**

### **Stage 2 - Completion of Award Criteria**

#### **Quality Award Criteria**

- 4.2 The Quality Award Criteria require Applicants to set out how they will deliver the Contract Work, including how they will deploy appropriately skilled and experienced staff to deliver the Contract Work tendered for.
- 4.3 Each sub-criterion requires the Applicant to type a written response to the specific questions asked in the text boxes provided.
- 4.4 Each text box has a maximum limit of 2000 characters (including spaces). Each question has up to three text boxes which can be used by the Applicant in providing its answer. Applicants will not be able to exceed the character limit when submitting their responses.
- 4.5 Each of the Quality Award Criteria is made up of several sub-criteria. These ask Applicants to demonstrate how they will deliver the Contract Work tendered for.
- 4.6 Before submitting its Quality Award Criteria Response an Applicant must check that it has answered all questions correctly. If the Quality Award Criteria Response is incomplete, it may be assessed as unsuccessful.

#### **Mandatory Attachments**

- 4.7 Applicants are required to upload the following Mandatory Attachments in the Technical Envelope:

<b>Mandatory Attachment</b>	<b>Submission requirements</b>
Staff Organogram	Required in response to Question N.1 of the Technical Envelope
Resourcing Plan Pro Forma	Required in response to Question N.2 of the Technical Envelope
Implementation Plan Pro Forma	Required in response to Question N.3 of the Technical Envelope

Delivery Model Pro Forma	Required in response to Question N.4 of the Technical Envelope
--------------------------	--

### *Staff Organogram*

4.8 As part of each Quality Award Criteria Response, Applicants must provide a Staff Organogram to set out how they will staff the Contract Work. Applicants should use their own templates. However, as a minimum, the Staff Organogram must:

- **show all roles that will be used in delivering the Contract Work. This should include the title of the role and the main duties that will be performed under it;**
- **show the names of individual staff members fulfilling those roles, including whether they are currently employed or where there is a Signed Engagement Agreement in place at the point the Applicant submits its Tender;**
- **summarise the qualifications and experience of staff members fulfilling roles;**
- **show roles which are currently vacant;**
- **show whether staff members and/or roles are permanent or temporary. Where temporary, the Applicant should stipulate how long the position will last; and**
- **show whether the staff member and/or role is full-time or part-time. Where part-time, the Applicant should stipulate the proportion of a Full-Time Equivalent (FTE) position the role comprises.**

### *Resourcing Plan*

4.9 Applicants are required to provide a Resourcing Plan which sets out information about how many Advisers and CDD Supervisors the Applicant will use for each hour of a typical week, based on the historical Case volumes and call volumes. Applicants are required to submit this information in the template provided by the LAA. This is provided as a document entitled 'Resourcing Plan Pro Forma' within the 'Attachments' section at the top of the ITT screen. It must be downloaded, completed and saved on the Applicant's local system and uploaded as part of the Quality Award Criteria Response.

### *Implementation Plan*

4.10 Applicants are required to provide an Implementation Plan which sets out how they will ensure that the Contract Work will be delivered with effect from the Service Commencement Date onwards. Applicants are required to submit their Implementation Plan in the template provided by the LAA. This is provided as a document entitled 'Implementation Plan Pro Forma' within the 'Attachments' section on the ITT screen. It must be downloaded, completed and saved on the Applicant's local system and uploaded as part of the Quality Award Criteria Response.

4.11 The Implementation Plan of the successful Applicants will be annexed to the CDD Contract and form part of the overall contract. The LAA may instruct the Applicant to alter their Implementation Plan where, in the LAA's reasonable opinion, the existing plans create unacceptable risk or are otherwise of insufficient quality during the Implementation Period and/or during the Contract Period.

### *Delivery Model*

4.12 Applicants are required to provide a Delivery Model setting out how Contract Work will be delivered from the Service Commencement Date. Applicants are required to submit their Delivery Model in the template provided by the LAA. This is provided as a document entitled 'Delivery Model Pro Forma' within the 'Attachments' section on the ITT screen. It must be

downloaded, completed and saved on the Applicant's local system and uploaded as part of the Quality Award Criteria Response.

4.13 Applicants should include as a minimum the Delivery Model should include:

- **Where the Named Individuals in your Staff Organogram in question N.1. will be based i.e. office-based, working fully remotely, hybrid working; and**
- **How your delivery model outlined ensures staff are available to take calls.**

#### **Quality Award Criteria assessment**

4.14 The LAA will evaluate an Applicant's Quality Award Criteria Response. The score achieved by Applicants for the Quality Award Criteria Response constitutes **40%** of the overall available score.

4.15 Responses to the Quality Award Criteria will be assessed and given a score between 0 and 4 in accordance with the scoring matrix below:

<b>Score (0-4)</b>	<b>Scoring Criteria:</b>
<b>0</b>	<b>Unacceptable:</b> The following is indicative of factors that would lead to a score of 0: <ul style="list-style-type: none"> <li>• No response is provided, or the response is not relevant to the sub-criteria.</li> </ul>
<b>1</b>	<b>Poor response:</b> The following is indicative of factors that would lead to a score of 1: <ul style="list-style-type: none"> <li>• Little or no detail provided to answer the sub-criteria or a generic or vague response is provided making no reference to the specific issues/areas listed in the sub-criteria</li> <li>• The response provided requires the reviewer to make assumptions</li> </ul>
<b>2</b>	<b>Adequate:</b> The following is indicative of factors that would lead to a score of 2: <ul style="list-style-type: none"> <li>• The response engages with the sub-criteria but does not specifically address all issues/areas listed in the sub-criteria</li> <li>• The Applicant provides some evidence/information indicating how it meets the sub-criteria</li> </ul>
<b>3</b>	<b>Good:</b> The following is indicative of factors that would lead to a score of 3: <ul style="list-style-type: none"> <li>• The response addresses all issues/areas listed in the sub-criteria in most material respects but is lacking in some minor respects.</li> </ul>

<b>4</b>	<p><b>Comprehensive:</b> The following is indicative of factors that would lead to a score of 4:</p> <ul style="list-style-type: none"> <li>• The response addresses all issues/areas listed in the sub-criteria in a comprehensive manner</li> <li>• The Applicant provides high quality evidence/information indicating how it meets the sub-criteria</li> </ul>
----------	--

4.16 Further guidance on the Quality Award Criteria can be found here: [CDD Award Criteria Guidance](#)

4.17 Applicants are required to achieve the following **Minimum Quality Thresholds** to progress to the next stage of the evaluation process.

#### **Minimum Quality Thresholds**

4.18 Applicants must achieve a **non-weighted score of 2 or higher** for sub-criteria:

- **1.1; and**
- **2.1; and**
- **3.1.**

Where an Applicant achieves a score of 0 or 1 for any of these sub-criteria their Tender will be **rejected** and they will take no further part in the evaluation process.

#### *Overall Minimum Quality Threshold*

4.19 In addition, Applicants must achieve an overall minimum non-weighted quality threshold score of **at least 22**. Where an Applicant achieves a score of 21 or less their Tender will be **rejected** and they will take no further part in the evaluation process.

4.20 Where an Applicant achieves the Minimum Quality Thresholds, the relevant weighting will be applied to the score achieved against each sub criterion. Weighted scores will be calculated to two decimal places. Weighted scores for all the Quality Award Criteria sub criteria in the Technical Envelope will be added to give a total Quality Award Criteria score out of 40.

4.21 An example of how this will operate is set out below, including example scores:

<b>Award Criteria</b>	<b>Sub Criteria</b>	<b>Sub Criteria Weighting</b>	<b>Award Criteria Weighting</b>	<b>Example Applicant Score (out of 4)</b>	<b>Example Weighted Score</b>
1: Staffing the service	1.1 Skills and experience of staff delivering specialist legal advice  <b>Minimum scoring requirement of 2</b>	5	13.54	4	4

	1.2 Staff Recruitment and Succession Planning	3.74		3	2.244
	1.3 Supervision of staff delivering specialist legal advice	5		4	4
2: Delivery of a Quality Service	2.1 Management of the CDD Service <b>Minimum scoring requirement of 2</b>	3.42	9.84	3	2.052
	2.2 Business Continuity and Disaster Recovery plan (BCDR)	2.42		4	1.936
	2.3 Contract resourcing and forecasting	4		3	2.4
3: Implementation	3.1 Implementation Plan <b>Minimum scoring requirement of 2</b>	6.42	6.42	4	5.136
4: Social Value	4.1 Social Value Question	10	10	3	6
				28	27.8

4.22 In the example above, the Applicant would receive a total weighted score of 27.8 out of 40 possible points in the Quality Award Criteria.

4.23 Following the assessment of the Quality Award Criteria, the LAA will proceed to Price Award Criterion assessment.

#### Price Award Criterion completion

4.24 All Applicants must complete the Price Form. Any CDD Response that does not include a completed Price Form will be rejected.

4.25 When compiling their Pricing Form Applicants should ensure that they are fully familiar with the terms of the CDD Contract, including the requirements in the Specification, and all other relevant documents provided. Applicants must consider and factor in all likely costs in relation to the delivery of the applicable Contract Work, including but not limited to:

- **Set-up costs (e.g. IT, telephony, recruitment);**
- **Ongoing staffing and office costs;**
- **Costs of receiving and making calls;**
- **Costs incurred in exiting the CDD Contract; and**
- **IT and telephony maintenance**

4.26 All prices must be submitted in Pounds Sterling (£) and be exclusive of VAT.

4.27 Further guidance on the Price Award Criterion can be found here: [CDD Award Criteria Guidance](#)

### **Mandatory Attachments**

4.28 Applicants are required to upload the following Mandatory Attachment as part of their Commercial Envelope:

<b>Mandatory Attachment</b>	<b>Submission requirements</b>
Costs Breakdown Assessment Pro Forma	Required in response to P2 of the Commercial Envelope.

#### *Costs Breakdown Assessment Pro Forma*

4.29 Applicants are required to provide a completed Costs Breakdown Assessment Pro Forma which sets out how the Applicant has calculated its Case Fee. The Costs Breakdown Assessment Pro Forma is a Mandatory Attachment. Applicants are required to submit this information in the template provided by the LAA. This is provided as a document called 'Costs Breakdown Assessment Pro Forma' within the 'Attachments' section on the CDD ITT screen. It must be downloaded, completed and saved on the Applicant's local system and uploaded as part of the Response.

### **Price Award Criterion assessment**

4.30 The score achieved by Applicants for the Price Award Criterion in the Commercial Envelope constitutes **60%** of the overall available score.

4.31 Each Case Fee offered by Applicants for managing a Case will be ranked from lowest to highest.

4.32 Case Fees offered by Applicants will be scored on a comparative basis. The lowest priced Case Fee will receive the highest score available (60) and other scores will be calculated by their relative distance from it, using the following methodology (calculated to two decimal places):

$$(L \div B) \times 60 = \text{Score}$$

L = Value of the lowest Case Fee offered in a compliant Tender.

B = Value of the Case Fee of the Tender being scored

4.33 An example of how this might look is set out below:

<b>Rank</b>	<b>Applicant</b>	<b>Case Fee</b>	<b>Score (out of 60)</b>
-------------	------------------	-----------------	--------------------------



1	Example 1	£9.00	60.00
2	Example 2	£12.00	44.70
3	Example 3	£15.50	34.60

- 4.34 The prices used in the tables above have been chosen to demonstrate how the scoring will operate. Applicants should not use these prices as a guide for the LAA's expectations for the prices Applicants will tender.
- 4.35 Where the LAA deems that the Case Fee submitted by an Applicant appears to be abnormally low, in accordance with [Section 19](#) of the Procurement Act 2023, it will consider the information provided in the Applicant's Cost Breakdown Assessment Pro Forma. The LAA reserves the right to reject a Tender where the information supplied in the Cost Breakdown Assessment Pro Forma does not satisfactorily account for the Case Fee submitted by the Applicant.

### **Stage 3 – Final Score**

- 4.36 Applicants will have their **weighted quality score (out of 40)** and **weighted price score (out of 60)** combined to give a Final Score out of 100, calculated to **two decimal places**.
- 4.37 The Final Scores of Applicants will be ranked, and the two highest scoring Applicants will be awarded a CDD Contract. An example is set out below:

Rank	Applicant	Weighted Quality Award Criteria Score (out of 40)	Weighted Price Award Criterion Score (out of 60)	Final Score (out of 100)
1	Example 1	35	60	95.00
2	Example 2	25	44.7	69.70
3	Example 3	20	34.6	54.60

- 4.38 In this example, CDD Contracts would be awarded to Example 1 and Example 2.
- 4.39 In the event that Applicants are tied (which prevents the LAA identifying the designated number of successful Applicants), the successful Applicant will be the one who achieved a higher score in the sub criteria designated as Priority Questions following the process set out in paragraphs 4.39 to 4.42 below.
- 4.40 The sub criteria which are Priority Questions are **1.1, 2.1 and 3.1**.
- 4.41 The LAA will consider the non-weighted scores that each tied Applicant has achieved for sub criterion 3.1 first and award to the Applicant who achieved the highest score for this question.
- 4.42 If tenders are still tied the LAA will then consider the non-weighted scores that each tied Applicant has achieved for sub criterion 2.1 and award to the Applicant who achieved the highest non-weighted score for this question.
- 4.43 If tenders are still tied the LAA will then consider the non-weighted scores that each tied Applicant has achieved for sub criterion 1.1 and award to the Applicant who achieved the highest non-weighted score for this question.

**Stage 4 – Contract award**

- 4.44 All Applicants will be notified of the outcome of their Tender in December 2025 by letter sent through the message board within the eTendering system.
- 4.45 There is no right of appeal available to Applicants under this procurement process.
- 4.46 Where Applicants have been successful the letter will include:
- **A request for a completed indemnity, where the Applicant has limited liability; and  
A completed AC1 Form, where the Applicant does not have an LAA account number.**
- 4.47 Where Applicants have been unsuccessful, the LAA will provide an assessment summary which will set out information about the LAA's assessment of their Tender and the most advantageous Tender submitted in this exercise.
- 4.48 Following the provision of assessment summaries to each Applicant that submitted an assessed Tender, the LAA will publish a contract award notice.
- 4.49 The LAA will observe a **voluntary 8-day standstill period** beginning with the day on which a contract award notice is published in respect of the CDD Contract.
- 4.50 Any award of a CDD Contract to a successful Applicant is conditional on the CDD Contract being executed in accordance with the LAA's internal procedures, which may include requiring indemnities or guarantees. The LAA reserves the right not to award a CDD Contract to any Applicant or to withdraw a notification of award at any time prior to execution of the CDD Contract documents.

**Stage 5 – Implementation Period**

- 4.51 Applicants who are notified that they have been successful in this procurement process will be required to demonstrate that they meet the Conditions of Participation during the Implementation Period detailed at paragraph 3.25.
- 4.52 Applicants that do not successfully verify that they meet the Conditions of Participation during the Implementation Period and by no later than the Service Commencement Date may not be able to undertake Contract Work at the Service Commencement Date and the CDD Contract may be terminated at our discretion.
- 4.53 The Implementation Period will operate between 1 March 2026 and 3 May 2026, (or any such other period that the parties may agree on). This is the period during which CDD Providers must, in accordance with their Implementation Plans, take active steps to ensure that the necessary infrastructure, staff and other aspects of the service are in place by the Service Commencement Date.
- 4.54 CDD Providers are required to meet with the LAA throughout the Implementation Period to report on the progress of their mobilisation. The LAA may also instruct CDD Providers to amend their Implementation Plan where, in the LAA's reasonable opinion, the existing plans create unacceptable risks to successful mobilisation or are otherwise of insufficient quality.

*Dual Operation*

- 4.55 CDD Providers will begin to deliver the CDD Services on 4 May 2026 (“Service Commencement Date”). During the first 28 days of the provision of the CDD Services they will be providing these services as part of a Dual Operation period, i.e. they will be providing an increasing percentage of the available work alongside the Incumbent Providers.
- 4.56 The percentages of work provided during the period of Dual Operation will be increased for CDD Providers as per paragraph 11.5 of **Annex 1 of the CDD Contract** on a weekly basis and decreased for the Incumbent Providers until the CDD Providers are undertaking 100% of the available work.

## **SECTION 5: GENERAL RULES OF THIS PROCUREMENT PROCESS**

### **Introduction**

- 5.1 This procurement process is governed by the documents set out at paragraph 1.2 of this Application Guide, which are governed and construed in accordance with English and Welsh Law.

### **Submitting a Tender**

- 5.2 The Applicant agrees to comply with the rules (contained in this section 5 and in any of the relevant documents) of this procurement process, the terms of the user agreement governing the use of the LAA eTendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA will assess the Applicant’s Tender as unsuccessful.
- 5.3 The Applicant must submit a Complete Tender (in accordance with paragraph 2.1) by the Tender Submission Deadline. For the purposes of the Tender Submission Deadline, the time specified on the eTendering system shall be the definitive time. An Applicant’s CDD Tender will be rejected if it is submitted by the Applicant after the Tender Submission Deadline.
- 5.4 The LAA will not consider:
- (a) any requests by the Applicant to amend or submit a Tender after the Tender Submission Deadline; or,
  - (b) any requests by the Applicant for an extension of the time or date fixed for the submission of the Tender,

and the Applicant accepts all responsibility for ensuring all parts of its Tender are submitted through the eTendering system by the Tender Submission Deadline.

- 5.5 Applicants must submit a CDD Tender Response and each must be authorised by an individual who is authorised to make this submission on behalf of the Applicant.
- 5.6 Applicants must reply to every question in the Tender and upload all requested documentation even if it has previously provided this information or if it is otherwise of the view that the LAA

is already aware of such information. Where an Applicant does not submit a Complete Tender, their Tender will be rejected in its entirety and there will be no right of appeal.

- 5.7 The Applicant may only submit one Tender (i.e. a maximum of one Response to the CDD Tender). Where an Applicant submits more than one CDD Tender Response, the LAA will assess only the last relevant Response submitted prior to the Tender Submission Deadline.
- 5.8 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its Tender is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 5.10 Subject to the LAA's right to clarify at paragraph 5.25, the Applicant will not be permitted to amend or alter its Tender after the Tender Submission Deadline except in circumstances expressly permitted by the LAA and set out in the relevant documents stated at paragraph 1.2.
- 5.11 In the event of any conflict between the information, answers or responses submitted as part of its Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the relevant Tender.
- 5.12 The Applicant, by submitting a Tender warrants to the LAA that:
  - (a) it has complied with all the rules and instructions applicable to this procurement process and the eTendering system in all respects;
  - (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
- 5.13 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 5.14 By submitting a Tender, the Applicant agrees to be bound by the CDD Contract without further negotiation or amendment.
- 5.15 By submitting a Tender, the Applicant acknowledges the fact that Applicants may be party to no more than one CDD Contract.
- 5.16 The Applicant acknowledges, this procurement process is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct or decisions of the LAA can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.
- 5.17 The Applicant must monitor and respond as appropriate to messages received through the eTendering system throughout this procurement process and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the eTendering system, including that outlined in paragraph 5.20 will be deemed to have been received by the

Applicant at the time of transmission in the eTendering system. The time specified in the eTendering system shall be the definitive time.

- 5.18 Any FAQs published through the eTendering system in accordance with section 2 of this Application Guide will form part of the documentation for this procurement process. Applicants should have regard to the relevant FAQ documents prior to submitting a Tender.
- 5.19 Without prejudice to any warranties given or anything other provisions or statements made in the procurement documentation, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA.

### **Right to Cancel or Amend the Procurement Process**

- 5.20 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website at <https://www.gov.uk/government/publications/2026-criminal-defence-direct-cdd> and notified to individual Applicants through a message on the eTendering system.
- 5.21 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with paragraph 5.20 may be rejected.
- 5.22 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 5.23 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the procurement process and Application Guide, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If contradictory information is contained in this Application Guide and / or associated documents, the provisions of this section 5 will take precedence.
- 5.24 All information supplied by the LAA to the Applicant, including that within the Application Guide and / or associated documents, is subject to that Applicant's own due diligence. The LAA accepts no liability to the Applicant whatsoever resulting from the use of the Application Guide and / or associated documents, or any omissions from or deficiencies in them.

### **Right to Clarify / Verify**

- 5.25 The LAA may at its sole discretion seek to clarify or verify the Applicant's Tender. It will not do so where this would afford an Applicant the opportunity to improve its Tender by submitting a changed tender which would constitute a new tender. Where it does exercise its discretion to seek clarification or verification, in making its decision following receipt of an Applicant's response, the LAA will not take into account any information received which falls outside of the scope of the specific clarification or verification it is seeking.

- 5.26 Where the LAA contacts the Applicant in circumstances outlined in 5.25, the Applicant must provide the information requested by the date specified by the LAA. Any information provided by the Applicant after the specified date may not be taken into account by the LAA when evaluating the Applicant's Tender.
- 5.27 Prior to contract award, the LAA reserves the right to seek an updated assessment of the mandatory and discretionary exclusions and economic and financial standing sections of the Applicants Tender and reserves the right to not award the contract should there be material changes in these areas which, had they been evident at the time of the Conditions of Participation evaluation, would have resulted in the Applicant not being taken forward to tender stage.
- 5.28 Prior to commencement of the CDD Contract the LAA may require information from the Applicant to enable the preparation and issue of contract documents. Where this information is not provided or is inaccurate in the Tender, the LAA may contact the Applicant for these details. If the Applicant fails to provide the accurate information requested, this will not automatically result in a Tender being unsuccessful. However, this may delay the issuing of contract documentation to an Applicant who has been successful, that may prevent the Applicant from commencing and being paid for services under the CDD Contract.

### **Right to Reject**

- 5.29 If the LAA receives information to suggest that any aspect of the Applicant's Tender is false, misleading or incorrect in any material way it may undertake such enquiries as it considers necessary to determine the accuracy of the Tender. The Applicant must assist with any such enquiries.
- 5.30 The LAA reserves the right at its absolute discretion to reject from the procurement process any Applicant for submitting:
- (a) false information; and/or
  - (b) information which misrepresents the Applicants actual position; and/or
  - (c) misleading information.
- 5.31 Paragraph 5.30 applies regardless of whether the information concerned was submitted with the intention of misleading the LAA or misrepresenting the Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

### **Canvassing**

- 5.32 The Applicant (including its employees and agents) must not, whether directly or indirectly:
- (a) canvass, or attempt to obtain any information from, any Ministers, officers, employees, agents or advisers of the LAA in connection with this procurement process; or
  - (b) offer or agree to pay or give any sum of money, inducement or valuable consideration to any person for doing or having done or causing or having caused to be done any act or omission in relation to this procurement process.

## Collusion

5.33 The Applicant must not collude with any other person or organisation in any way during this procurement process. This would include, but not be limited to, the following examples:

- (a) Fixing or adjusting any element of its Tender by agreement with any other person, unless such an act would reasonably be permitted as part of this procurement process;
- (b) Communicating to any other person any information relating to any Case Fees contained in the Applicant's Tender which will be competitively assessed as part of the procurement process, unless such communication is with a person who is a participant in the Applicant's Tender;
- (c) Entering into any agreement with any person for the purpose of inciting that person to refrain from submitting a Tender;
- (d) Sharing, permitting or disclosing access to any information relating to its Tender.

5.34 If the LAA reasonably believes that the Applicant has colluded with another person in any way that breaches paragraph 5.33, the LAA may (without prejudice to any other criminal or civil remedies available to it) immediately reject the Applicant from any further involvement in this procurement process.

## Award

5.35 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA using the eTendering message boards for this procurement process at [LAA eTendering portal \(bravosolution.co.uk\)](https://laa.eTendering.portal.bravosolution.co.uk) no later than 7 calendar days after being informed. The LAA will conduct a re-assessment to ensure the Tender is not adversely impacted. A material change includes but is not limited to:

- (a) change in the legal status of the Applicant; and
- (b) any event which would, had it occurred prior to the Tender Submission Deadline have resulted in differences in the Applicant's CDP Response or CDD Tender Response.

If upon re-assessment, the Applicant's Tender is deemed to be unsuccessful or any conditions of contract award are not met, the LAA will not proceed with any decision made to award a CDD Contract. Failure to notify the LAA of a material change may result in rejection from the procurement process and/or termination of any CDD Contract.

5.36 The LAA reserves the right, prior to any execution of a CDD Contract, to carry out further due diligence checks as it deems necessary or appropriate. Where, as part of any due diligence, an Applicant is found not to comply with any of the Conditions of Participation which the Applicant committed to meeting in its Tender, the LAA will not proceed with any decision made to award a CDD Contract.

5.37 The LAA reserves the right to place additional contractual conditions on the award of a CDD Contract to an individual Applicant.

- 5.38 The award of a CDD Contract does not guarantee a minimum amount of work or that a minimum level of income will be generated as a result of that CDD Contract.

### **Appeal and costs and expenses of Tender**

- 5.39 For the avoidance of doubt, there is no right of appeal available to the Applicants under this procurement exercise.
- 5.40 The Applicant is solely responsible for its own costs and expenses incurred in connection with the preparation and submission of a Tender irrespective of any subsequent cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs incurred by the Applicant.

### **Confidentiality, Data Protection & Freedom of Information**

- 5.41 The LAA may share any information contained in an Applicant's Tender with the provider of the eTendering system for the purposes of administering the procurement process.
- 5.42 The Applicant should note that under the Freedom of Information Act 2000 (the "FOIA") the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 5.43 If an Applicant is concerned about possible disclosure it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant must familiarise itself with the Information Commissioner's current position on the disclosure and non-disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.
- 5.44 The Applicant must be aware that the receipt by the LAA of information marked 'confidential' does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to the LAA's obligations under FOIA.
- 5.45 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.
- 5.46 By submitting a Tender an Applicant consents and confirms that they have obtained all necessary consents from the relevant Data Subject to such Personal Data being processed and used in accordance with and/or for the purposes of administering the procurement process as contemplated by the Application Guide, the Tender and for the management of any contract subsequently awarded.
- 5.47 The LAA and the Applicant anticipate that the LAA shall act as a Controller and Processor in respect of any Personal Data provided to it by the Applicant as a requirement of the Tender.
- 5.48 The Applicant warrants and undertakes, as a condition of the Tender, to the LAA, on a continuing basis, that it has: (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Laws and shall not disclose, transfer or otherwise process Personal Data outside the UK without the prior written agreement of the



LAA; (b) otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the LAA the Personal Data and allow the LAA to carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents are revoked or changed in any way which affects the LAA's rights or obligations in relation to such Personal Data.

- 5.49 The Applicant agrees that it shall notify the LAA immediately if any Data Subject revokes, withdraws and/or changes their consent to the disclosure of the Personal Data to the LAA in connection with the Tender.
- 5.50 The LAA shall implement and maintain appropriate technical and organisational security measures to comply with the obligations imposed on the LAA by the Security Requirements.
- 5.51 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes. By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.
- 5.52 The LAA will publish details of all CDD Contracts awarded in accordance with the Government's transparency standards.
- 5.53 Following completion of this procurement process, the LAA will retain copies of the Tender in accordance with the LAA's retention policy.

### **Copyright & Intellectual Property Rights**

- 5.54 The information contained in these ITTs are subject to Crown Copyright. Applicants may, subject to paragraph 5.54, re-use this document (excluding logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0. To view this licence, visit: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3> or write to the Information policy team, The National Archives, Kew, London, TW9 4DU, complete the online enquiry form: <https://www.nationalarchives.gov.uk/contact/contactform.asp?id=8>
- 5.55 If an Applicant uses the Application Guide under the Open Government Licence v3.0, it should include the following attribution: "2026 CDD Procurement Process, Legal Aid Agency, Licensed under the Open Government Licence v3.0."

### **Public Procurement Review Service**

- 5.56 The Public Procurement Review Service (PPRS), which is one part of the Procurement Review Unit (PRU) allows government suppliers and potential government suppliers to raise concerns anonymously about unfair public sector procurement practice. The government can then investigate and resolve these concerns for contracting authorities as permitted under Part 10 of the Procurement Act 2023. To use the PPRS, read the terms set out in the Government's published guidance and complete the public procurement review service case request form.
- 5.57 The LAA confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or

demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

**ANNEX A: GLOSSARY OF DEFINED TERMS**

<b>Term</b>	<b>Definition</b>
AC1 form	The form that must be used for an Applicant to apply for a LAA Account Number for an office/correspondence address. The AC1 form is available from: <a href="https://www.gov.uk/guidance/update-your-details-with-laa">https://www.gov.uk/guidance/update-your-details-with-laa</a>
Adviser	Has the meaning given to it in the CDD Contract.
Applicant(s)	A single legal entity (including an individual) tendering to deliver the advertised services
Application Guide	This document
Associated Person	An associated person is someone the Applicant relies on to meet the Conditions of Participation. Applicants must confirm their associated persons have registered and shared information on the Central Digital Platform with the LAA
Bar Standard Boards (BSB)	A Relevant Professional Body
Business Continuity Plan (BCP)	A published plan setting out the processes and arrangements which the Applicant will follow to ensure continuity of its business processes and operations following any failure or disruption of any element of the provision of Services and the recovery of the provisions of Services in the event of an unplanned interruption
Business Day	Has the meaning given to it in the CDD Contract.
Case(s)	Has the meaning given to it in Annex 1 of the CDD Contract.
Case Fee	Has the meaning given to it in Annex 2 the CDD Contract.
CDD Historical Service Data	Document which sets out information on the CDD Service available through this procurement process
CDD Provider	An organisation who will be delivering the CDD Service as part of this procurement process.
CDD Tender Response	A response to the information requested by the LAA in the eTendering system.
CDP Response	A response to the information requested by the Cabinet Office on the Central Digital Platform
CDD Supervisor	Has the meaning given to it in the CDD Contract.
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
Closed Case	Has the meaning given to it in Annex 2 of the CDD Contract.
CM	Compliance Manager for an organisation authorised by CILEx
COLP	Compliance Officer for Legal Practice for an organisation authorised by the SRA.
Commercial Envelope	The section in the eTendering system where Applicants submit the price they will charge for delivering the Services
Complete Tender	A Complete Tender is a submission that includes both required components of the application, submitted through two separate systems: <ol style="list-style-type: none"> <li>1. CDP Response – Submitted via the Cabinet Office's Central Digital Platform (CDP).</li> <li>2. CDD Tender Response – Submitted via the Legal Aid Agency's (LAA) eTendering system</li> </ol>

Conditions of Participation	The minimum requirements that a supplier or bidder must meet to be eligible to participate in this procurement process as set by the LAA
Connected Entity	An Applicant who is Connected to one or more other Applicants and/or an Incumbent Provider
Connected Persons	A connected person is defined in paragraph 45 of Schedule 6 to the Procurement Act 2023. Connected Persons can also affect associated persons. Connected Persons include those with significant control, directors, parent or subsidiary undertakings, predecessor companies, and others with significant influence or control
Contract Documents	As defined in the CDD Contract Standard Terms
Contract for Signature	As defined in the CDD Contract Standard Terms
Contract Period	Has the meaning given to it in the CDD Contract.
Contract Start Date	Has the meaning given to it in the CDD Contract.
Contract Work	Has the meaning given to it in the CDD Contract.
Controlled Work and Administration ("CWA")	A digital billing service that contains all Providers' contracts and schedules
Costs Breakdown Assessment Pro Forma	A Mandatory Attachment as set out in paragraph 4.28 of the Application Guide.
Criminal Defence Direct ("CDD") Services	Has the meaning given to it in the CDD Contract.
Criminal Defence Direct Contract ("CDD Contract")	The agreement known as the 2026 Criminal Defence Direct Contract, subject to this procurement exercise, to provide the CDD Service.
Crown Copyright	As defined under section 163 of the Copyright, Designs and Patents Act 1988
Cyber Essentials Certification	Has the meaning given to it in the CDD Contract.
Data Protection Laws	Has the meaning given to it in the CDD Contract.
Data Subject	As defined in the UK GDPR
Debarment List	Debarment is a mechanism under which a Minister of the Crown can put a supplier on the centrally published Government Debarment List. This must be following an investigation, whereby the minister is satisfied that a supplier is an excluded supplier or an excludable supplier and should be added to the Government's Debarment List. Current list can be found here: Procurement Review Unit - GOV.UK
Delivery Model	A Mandatory Attachment as set out in paragraph 4.12 of the Application Guide.
Designated Signatories	The user 'role' within the CWA system which is able to accept, reject or query contract offers
Dual Operation	Has the meaning given to it in the CDD Contract.
eTendering system	The LAA's secure internet site at <a href="https://bravosolution.co.uk">LAA eTendering portal (bravosolution.co.uk)</a> through which Tenders and the procurement process as a whole are managed
Executive Agency	A body tasked with carrying out executive functions within government
FAQ or Frequently Asked Questions	Questions with corresponding responses as published by the LAA and termed 'Frequently Asked Questions'.
Financial Viability Assessment Pro Forma	A Mandatory Attachment as set out in paragraph 3.14 of the Application Guide.

Full Time Equivalent (FTE)	The equivalent of one individual working 35 hours per week (excluding breaks)
HOLP	Head of Legal Practice for an organisation authorised by the BSB
Implementation Period	Has the meaning given to it in the CDD Contract.
Implementation Plan	A Mandatory Attachment as set out in paragraph 4.10 of the Application Guide.
Key Personnel	Any person who has or is held out as having either expressly or impliedly, (or will have by the Contract Start Date) powers of representation, decision or control of an Applicant including partners, directors, trustees and other senior managers and who are employed by the Applicant. This includes Persons with Significant Control
LAA Administrative Processes	An Applicant's completion and submission of, where applicable, a completed and compliant indemnity form and /or AC1 Form with relevant supporting documents
LAA Account Number	The unique reference assigned to each office/correspondence address from which civil legal aid work is undertaken
Legal Aid	Has the meaning given to it in Part 1 of the Legal Aid, Sentencing and Punishment of Offenders Act 2012
Legal Aid Agency or LAA	The Executive Agency of the Ministry of Justice that from 1 April 2013 has been responsible for the administration of legal aid (including this procurement process)
Legal Aid Legislation	The Legal Aid, Sentencing and Punishment of Offenders Act 2012 and statutory instruments made under it that are relevant to the 2026 Criminal Defence Direct Contract
Legal Competence Standards	Has the meaning given to it in the CDD Contract.
Lexcel Practice Management standard ("Lexcel")	The Law Society's legal practice quality mark, which is a relevant Quality Standard
Lexcel Certificate	Certification evidencing that an entity holds the Lexcel Quality Standard
Mandatory Attachment	As set out in paragraphs 3.1-3.7 of the Application Guide.
Management Team	Having responsibility for maintaining and reviewing the Services and its delivery with oversight for staffing arrangements, work allocation and casework quality assurance. The term does not necessarily include the activities of CDD Supervisors, though these may also be members of the Management Team
Minimum Quality Threshold(s)	The minimum overall score Applicants must achieve for the Quality Award Criteria and the minimum score Applicants must achieve for specific Quality Award Criteria as set out at paragraphs 4.18 – 4.22 in the Application Guide.
Modern Slavery Requirements	As defined in the Modern Slavery Act 2015
Named Individual	Individuals employed by the Applicant (or individuals with a Signed Engagement Agreement) named on the Applicant's Staff Organogram
Personal Data	As defined in the UK GDPR
Persons with Significant Control (PSC)	A person who owns or controls an organisation, sometimes called 'beneficial owners'
Pre QM	An on site audit to assess an organisation's application to be granted the SQM Quality Standard where the entity is applying for the SQM Quality Standard for the first time

Price Form	The section of the Commercial Envelope in the e-Tendering system where Applicants are required to submit the prices they will charge in respect of the Contract Work
Price Award Criterion	The Award Criterion against which the Applicant's pricing submission will be assessed
Processing	As defined in the UK GDPR
Processor	As defined in the UK GDPR
Procurement Specific Questionnaire (PSQ) Response.	An Applicant's response to the questions in the Qualification Envelope and CDP Response.
Professional Indemnity Insurance	A commercial policy designed to protect business owners if clients claim a service is inadequate
Qualification Envelope	The section in the eTendering system where Applicants submit responses to the Procurement Specific Questionnaire
Quality Award Criteria	The Award Criteria within the Technical Envelope against which the Applicant's responses to each will be assessed
Quality Award Criteria Response	An Applicant's response to the Technical Envelope as part of this procurement process
Quality Standard	The LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard (Lexcel)
Relevant Professional Body	<p>The body or organisation which regulates or exercises control over your professional or service activities or such activities of any of your personnel and/or any other body to whose rules you have elected to be subject to.</p> <p>For the avoidance of doubt this includes any relevant approved regulator for the purposes of the Legal Services Act 2007</p>
Resourcing Plan	A Mandatory Attachment as set out in paragraph 4.9 of the Application Guide.
Roll Number	The number or SRA ID given to all solicitors admitted by the Law Society of England and Wales
Security Requirements	The requirements regarding security of the Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2))
Service Commencement Date	Has the meaning given to it in the CDD Contract.
Signed Engagement Agreement	An agreement between an individual and an Applicant confirming that the individual will be Employed by the Applicant from the Contract Start Date
Small, Medium or Micro Enterprise or SME	<p>A business which meets two of the following three criteria:</p> <ul style="list-style-type: none"> <li>• A turnover of no more than £36 million</li> <li>• No more than 250 employees</li> <li>• Gross assets (balance sheet total) of no more than £18 million</li> </ul>
Specialist Quality Mark (SQM)	The LAA's legal practice quality mark which is a relevant Quality Standard
SQM Audit Provider	The SQM Delivery Partnership or Recognising Excellence Limited
Solicitors Regulation Authority or SRA	Solicitors Regulation Authority; a Relevant Professional Body
Staff Organogram	A Mandatory Attachment as set out in paragraph 4.8 of the Application Guide.
SQM Audit Provider	Recognising Excellence Limited

SQM Certificate	Certification issued by the SQM Audit Provider evidencing that an entity holds the SQM Quality Standard
Stage(s)	A reference to one or more of stages 1 – 5 of the Tender evaluation process as set out in Section 4 of the Application Guide.
Standard Terms	The contractual document which governs the commercial relationship between the Legal Aid Agency and providers
Standard Crime Contract	2025 Crime Contract which can be found here <a href="#">Standard crime contract 2025 - GOV.UK</a>
Supervisor Declaration Form	A form setting out how the Applicant's CDD Supervisor(s) meets the Supervisor Standard in the relevant Category of Law. Forms are available to download from <a href="http://www.gov.uk/government/publications/civil-legal-advice-contracts-2025">www.gov.uk/government/publications/civil-legal-advice-contracts-2025</a> .
Supervisor Standard	The required supervision experience, Category-specific case experience and Category-specific case involvement that a CDD Supervisor may meet and which is evidenced via the Supervisor Declaration Form.
Technical Envelope	The section in the eTendering system where Applicants submit responses to the Quality Award Criteria.
Tender(s)	An Applicant's complete response to the procurement opportunity described in this Application Guide.
Tender Submission Deadline	The deadline to submit a Tender under this process which is 17:00 on 28 August 2025.
Tender Requirements	The Generic Tender Requirement, as applicable, as set out in the Application Guide.
Total Weighted Price	The total sum of all of an Applicant's Weighted Prices
UK GDPR	The General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the EU (Withdrawal) Act 2018.
Verification Requirements	The verification requirements Applicants must meet by the dates and deadlines set out in the Application Guide in order for a CDD Contract to be issued
Voluntary Community Social Enterprise (VCSE)	An incorporated voluntary, community or social enterprise organisation which serves communities solely within England and which is either:  (a) a charity, Community Interest Company or Community Benefit Society, registered with the relevant registry body; or  (b) an unregulated organisation.
Weighted Price	The individual price submitted by an Applicant for the Price Award Criterion in the Commercial Envelope after the specified weightings have been applied to them by the LAA