



LEGAL PRACTICE COUNCIL

RFQ REFERENCE NUMBER:

LPC/RFQ/DEBTCO112026

**REQUEST FOR QUOTATIONS (RFQ) FOR THE APPOINTMENT OF A
SERVICE PROVIDER(S) TO COLLECT OUTSTANDING ANNUAL FEES AND
DISCIPLINARY FINES FROM LEGAL PRACTITIONERS, CANDIDATE LEGAL
PRACTITIONERS AND JURISTIC ENTITIES**

Closing Date : **19 November 2026**

Time : **15H00**

Delivery address : **E-mail:** procurement@lpc.org.za

1. INTRODUCTION

The South African Legal Practice Council ("the LPC"), established under section 4 of the Legal Practice Act, Act 28 of 2014, ("the LPA") hereby invites suitably qualified and experienced service providers to collect outstanding annual fees and disciplinary fines owed to the Council by legal practitioners, candidate legal practitioners and juristic entities for a fixed contract period of two (2) years commencing on the date stipulated in the Service Level Agreement (anticipated 1 January 2027 to 31 December 2028). The debt book to be collected is described in paragraph 1.1 below.

- 1.1. The debt book to be collected comprises the following amounts due and payable to the Council and in arrear as at the date of handover of each debt book, together with any further such amounts handed over by the Council during the contract period:
 - a) annual fees payable by legal practitioners in terms of section 6(4)(c) of the LPA read with Rule 4 of the Rules made under the LPA ("the Rules");
 - b) fines imposed on legal practitioners, candidate legal practitioners or juristic entities by a disciplinary committee in terms of section 40(3) of the LPA, in each case only where the sanction has been finally imposed, is not subject to a pending appeal in terms of section 41 of the LPA, and has not been postponed or suspended in terms of section 40(4)(a)(ii) of the LPA; and
 - c) interest on the amounts in (a) at the prescribed rate in terms of the Prescribed Rate of Interest Act 55 of 1975, calculated from the date on which each amount became due, and interest on the amounts in (b) as contemplated in section 40(6) of the LPA.
- 1.2. Annual fees for Fidelity Fund certificates, other fees and levies, costs orders, and compensation orders made in favour of complainants are excluded from the debt book.
- 1.3. The Council will hand over an account under paragraph 1.1(a) only after the reminder contemplated in Rule 7 has been dispatched and the period allowed therein has expired.
- 1.4. In respect of the fines referred to in paragraph 1.1(b), the service provider's mandate is limited to demand and the negotiation of payment arrangements. Where a fine remains unpaid, the service provider must return the file to the Council with a full report, for recovery by the disciplinary committee in terms of section 40(6) of the LPA.

2. PREAMBLE

- 2.1. The LPA was promulgated inter alia to;
 - a) Provide a legislative framework for the transformation and restructuring of the legal profession in line with constitutional imperatives so as to facilitate and enhance an independent legal profession that broadly reflects the diversity and demographics of the Republic;

- b) Provide for the establishment, powers and functions of a single South African Legal Practice Council and Provincial Councils in order to regulate the affairs of legal practitioners and to set norms and standards;
 - c) Provide for the admission and enrolment of legal practitioners; and
 - d) Regulate the professional conduct of legal practitioners so as to ensure accountable conduct.
- 2.2. In terms of section 6(4)(c) of the LPA, read with section 95(1)(a) and Rule 4 of the Rules, every legal practitioner who is admitted and enrolled in terms of section 24(1) of the LPA is liable to pay an annual fee to the LPC, in the amount prescribed by the Council and published in the Gazette and on the Council's website, on the date fixed by the Council for each year.
- 2.3. In terms of section 40(3) of the LPA, a disciplinary committee that finds a legal practitioner, candidate legal practitioner or juristic entity guilty of misconduct may impose a fine payable to the Council, not exceeding the amount determined by the Minister by notice in the Gazette. Section 40(6) of the LPA provides for the recovery of unpaid fines, together with interest, on application by the disciplinary committee to a court with civil jurisdiction.

3. SCOPE

- 3.1. The service provider(s) will be expected to render debt collection services to the LPC in respect of the recovery of the amounts comprising the debt book described in paragraph 1.1 above. The service provider(s) will be required to service debtors falling under all nine provincial offices of the LPC.
- 3.2. The contract is for a period of two years, ensuring all outstanding annual fees are collected, and legal practitioners are expected to pay directly to the LPC bank account. The service provider shall not receive payment from debtors unless expressly authorised in writing by the LPC, in which event the service provider must hold all such monies in a trust account in terms of section 20 of the Debt Collectors Act 114 of 1998 and remit them to the LPC within the period stipulated in the Service Level Agreement.

4. SPECIAL CONDITIONS

- 4.1. In response to this RFQ, suitably qualified and experienced prospective service providers are required to furnish the following:
 - 4.1.1. **Proof of Registration:** Provide proof of current registration with the Council for Debt Collectors in terms of section 8 of the Debt Collectors Act 114 of 1998, in respect of the bidder and every director, officer or employee who will collect debts on behalf of the LPC. A bidder that is an

attorney or a law firm (excluded from the definition of "debt collector" in section 1 of that Act) must instead furnish proof of enrolment and current Fidelity Fund certificates for all practitioners who will render the services; a valid Information Regulator Certificate;

- 4.1.2. **Company registration and trust account:** CIPC registration documents (or, for a sole proprietor, certified identity document), a resolution authorising the signatory, and proof of the trust account held in terms of section 20 of the Debt Collectors Act (where applicable); Registration with the Council for Collectors / Association of Debt Recoveries;
- 4.1.3. **Declaration of Interest:** a completed and signed Declaration of Interest (in the form of Annexure 6 to the LPC Procurement Policy) in respect of the bidder, its directors and key personnel, disclosing any relationship with any Council member, employee or Provincial Director of the LPC;
- 4.1.4. **Insurance:** proof of current professional indemnity and fidelity/crime insurance cover.
- 4.1.5. **Acceptance of contract terms:** a signed confirmation that the bidder has read and accepts the draft Service Level Agreement annexed to this RFQ as Annexure A, or a list of the specific clauses it wishes to negotiate;
- 4.1.6. **Company profile:** Provide a company profile indicating that the bidder has a minimum of five (5) years' experience in debt collection. The service provider should clearly detail the relevant skills, experience, capacity, and value of work it has dealt with;
- 4.1.7. **Project Plan and methodology:** Provide a project plan and methodology clearly articulating the stages of the required services and period of delivery with the project duration of a **twenty-four (24) month period**. The service provider must explain its understanding of the objectives of this exercise, approach, and the methodology for carrying out this exercise. The main activities of the exercise, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports. The proposed work plan should be consistent with the approach and methodology; Proof of debt collection software; Dispute query management; Integrated Digital Payments;
- 4.1.8. **Reference letters:** The prospective service provider must provide no less than **five (5) reference letters and five (5) appointment letters** from previous clients detailing its involvement in the collection of outstanding debt. Reference letters must be on the referring client's letterhead, signed and dated;
- 4.1.9. Clearly specify the proposed rates charged for collection, any other related administrative costs or fees and any other conditions thereof; The pricing schedule must state: (a) the proposed success commission as a percentage of the capital amount actually recovered and

deposited into the LPC's bank account; (b) any per-account tracing/data verification fee; and (c) any disbursements for which reimbursement will be sought. All rates must be quoted both exclusive and inclusive of VAT, must remain firm for the full contract period, and no fee not disclosed in the quotation may be charged to the LPC. Separate commission rates must be quoted for annual fees and for disciplinary fines. Fees recoverable from debtors are limited to those prescribed in Annexure B to the Regulations under the Debt Collectors Act;

- 4.1.10. Valid SARS Tax Compliance Status (TCS) PIN, which the LPC will verify on SARS eFiling. Bidders whose tax affairs are not in order at the closing date will not be considered;
- 4.1.11. VAT Registration details (if applicable);
- 4.1.12. Valid B-BBEE certificate issued by a SANAS-accredited verification agency or, in the case of an Exempted Micro Enterprise or Qualifying Small Enterprise, a sworn affidavit in the prescribed form under the B-BBEE Codes of Good Practice. Failure to submit a valid certificate or affidavit will not disqualify a bidder, but no preference points will be awarded for B-BBEE status. The following words are deleted: only SWORN AFFIDAVIT B-BBEE certificates shall be accepted.

5. FUNCTIONAL VALUATION SCORE

Functionality Evaluation Criteria	Points
Company Profile A comprehensive company profile demonstrating relevant experience. <ul style="list-style-type: none"> - Note: A minimum of five (5) years' experience in Debt Collection is required with a proven record - Information Regulator Certificate 	25
Project Plan and Methodology. <ul style="list-style-type: none"> i. Methodology does not address the scope of work as outlined - No logical sequence or structure to the approach. ii. Methodology clearly addresses the full scope of work and covers all phases <p>-Debtor Analysis: Data validation, debtor profiling, segmentation, tracing, recoverability assessment; (10)</p> <p>-Debtor Engagement Model: Telephone, SMS, Email, WhatsApp, customer self-service portal, digital payments, and AI-assisted engagements; (10)</p> <p>-Account Management Strategy: Account allocation, PTP Management, payment arrangements, follow-ups, disputes, record keeping, escalation and problem solving; (10)</p>	40

-Reporting: Operational, financial, portfolio and management reporting, dashboards, performance analysis, and recommendations. (10)	
Team Experience, registrations and Qualifications a. Lead Consultant / Project Manager (10) <ul style="list-style-type: none"> ▪ Relevant tertiary qualification; Bachelor's Degree in Accounting or Financial Management ▪ Minimum of 8- 10 years' experience in debt collection and customer relations. ▪ Qualifications, relevant registrations and certificates. ▪ Proven track record of leading complex debt collection processes. b. Team Supervisor (5) <ul style="list-style-type: none"> ▪ Relevant tertiary qualification; National Diploma or Bachelor's degree. ▪ Minimum of 3 - 5 years' experience in debt collection and supervision. Strong analytical and data interpretation skills. <p>Submission Requirements:</p> <ul style="list-style-type: none"> ▪ CVs of key personnel (max 5 pages each). ▪ Copies of qualifications and certifications. <p>Failure to submit a CV will result in a score of zero.</p>	15
Appointment and reference letters <ul style="list-style-type: none"> ▪ Reference letters must not be older than 5 years. Contacts should be provided in the reference letters with verifiable contacts ▪ Minimum of five (5) appointment letters and corresponding reference letters. <p>Scores determined on separate submission of each of the above</p>	20
TOTAL-	100

Minimum qualifying score for functionality – 70 out of 100. Quotations scoring less than 70 points will be regarded as non-responsive and will not be evaluated further.

6. LEGALITIES OF CONTRACT AND TENDER RULES

6.1. Terms and conditions applicable to this RFQ:

6.1.1 The LPC reserves the right to request new or additional information from all bidders associated with their quotations.

6.1.2 The LPC reserves the right to verify the information submitted by bidders.

- 6.1.3 The LPC will reject/disqualify a bidder's offer/quotation without any further consideration where that Bidder makes any misrepresentation to LPC in its submission or at any stage during and after this RFQ process.
- 6.1.4 Bidders are required to declare any conflict of interests and potential conflict of interests they may have in the transaction for which this RFQ is submitted.
- 6.1.5 The LPC reserves the right not to consider any offer/quotation where such a conflict of interests exists.
- 6.1.6 LPC reserves the right to make an appointment of more than one bidder depending on the outcome of the evaluation.
- 6.1.7 Any and all documentation relating to this contract shall be the property of LPC.
- 6.1.8 Late and incomplete submissions will not be accepted.
- 6.1.9 Offers/quotations shall be valid for at least 90 days from date of this RFQ. The LPC may request an extension of the validity period from all bidders prior to its expiry.
- 6.1.10 Offers/quotations not in line with the scope of work and conditions of this RFQ shall be regarded as non-responsive and will not be accepted.
- 6.1.11 Bidders are required to submit a valid B-BBEE certificate or sworn affidavit as described in clause 4.1.12 above, in line with the B-BBEE Codes of Good Practice and the Preferential Procurement Regulations.
- 6.1.12 The LPC does not make upfront payments.
- 6.1.13 Stage 2 evaluation: quotations that achieve the minimum functionality score will be evaluated on price and specific goals in accordance with the [80/20] preference point system (80 points for price and 20 points for specific goals) prescribed by the Preferential Procurement Regulations, 2022, and the LPC Procurement Policy. Price will be scored on the total estimated cost to the LPC, calculated by applying the bidder's quoted rates to the estimated debt book value stated in clause 3.1.
- 6.1.14 Any appointment is subject to approval by the relevant delegated authority in terms of the LPC Delegation of Authority and to the conclusion of the LPC's Service Level Agreement. No contract will come into existence, and no work may commence, until the Service Level

Agreement has been signed by both parties.

- 6.1.15 In terms of the LPC Procurement Policy, Council members may not bid for or be awarded any LPC contract during their term of office, and former employees and Provincial Directors may not bid within twelve (12) months of leaving the LPC. A bidder that fails to disclose a conflict of interest will be disqualified and any resulting contract may be cancelled.
- 6.1.16 The LPC reserves the right to cancel this RFQ at any stage, not to make any award, to negotiate rates with the preferred bidder(s), and to verify any information submitted, including with the Council for Debt Collectors, SARS, the CIPC and the bidder's referees.
- 6.1.17 The successful bidder may not cede, assign or sub-contract any part of the services without the prior written consent of the LPC.
- 6.1.18 Bidders may not offer any gift, inducement or reward to any Council member, employee or agent of the LPC. Any such conduct will result in disqualification and may be reported in terms of section 34 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.
- 6.1.19 Quotations must be submitted in PDF format by e-mail with the subject line "**RFQ LPC/RFQ/DEBTCO112026 - Debt Collection Services - [bidder name]**". E-mails larger than 10 MB must be split and numbered. The time recorded by the LPC's mail server will determine whether a quotation was received before the closing time. Quotations submitted to any address other than procurement@lpc.org.za will not be considered.
- 6.1.20 Enquiries must be directed in writing to procurement@lpc.org.za by no later than **12H00 on 19 November 2026**. Responses of general application will be published on the LPC website.
- 6.1.21 The LPC's Procurement Policy (LPC059) applies to this process and, in the event of any conflict between this RFQ and the Policy, the Policy shall prevail.
- 6.2. Offers/quotations along with required documentation must be e-mailed to procurement@lpc.org.za on or before **19 November 2026 at 15:00**.
- 6.3. Failure to comply with the above conditions invalidates the bidder's offer/quotation.

End.