

**REPORT OF THE PUBLIC PROTECTOR IN TERMS OF SECTION 182(1)(b)
OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996
AND SECTIONS 8(1) OF THE PUBLIC PROTECTOR ACT, 1994**



**PUBLIC PROTECTOR
SOUTH AFRICA**

Report No: 33 of 2008/9

**REPORT ON AN INVESTIGATION INTO ALLEGATIONS OF ABUSE OF POWER,
BREACH OF TRUST AND FAVOURITISM MADE AGAINST THE MEMBER OF THE
EXECUTIVE COUNCIL RESPONSIBLE FOR EDUCATION OF THE LIMPOPO
PROVINCIAL GOVERNMENT, AND OF THE VIOLATION OF SUPPLY CHAIN
MANAGEMENT REGULATIONS BY OFFICIALS OF THE LIMPOPO DEPARTMENT OF
EDUCATION**

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Executive summary

- (i) The Office of the Public Protector investigated allegations of improper conduct made against the Member of the Executive Council responsible for Education of the Limpopo Provincial Government (MEC) and officials of the Limpopo Provincial Department of Education.
- (ii) The anonymous complaint alleged that Dr P A Motsoaledi, the MEC, had abused his powers and breached the trust commanded by his office, in that he favoured certain suppliers of school furniture and mobile classrooms that were contracted at his request to supply goods to the Department. The allegations stated that the said suppliers belonged to friends of the MEC and that he received an expensive gift in the form of a car from one of them.
- (iii) It was further alleged that officials of the Department, acting on instructions of the MEC, violated the Supply Chain Management Regulations, issued in terms of the Public Finance Management Act, 1999 (PFMA).
- (iv) The investigation revealed that the Department does not have a procurement policy in place, as is required by the PFMA.
- (v) The following key findings were made from the investigation:
 - (a) The allegations of improper conduct made against the MEC and officials of the Department are unfounded; and
 - (b) The failure of the Department to develop and implement an effective and efficient supply chain management system, as required by the PFMA is a matter of grave concern.

- (vi) The Public Protector recommended that the Head of the Department:
- (a) Complies with section 38(1)(a)(iii) of the PFMA by ensuring that the Department develops and maintains an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective; and
 - (b) Reports on the progress made with the development and implementation of an appropriate procurement and provisioning system for the Department to the Public Protector within 6 months of date of this report.

REPORT ON AN INVESTIGATION INTO ALLEGATIONS OF ABUSE OF POWER, BREACH OF TRUST AND FAVOURITISM MADE AGAINST THE MEMBER OF THE EXECUTIVE COUNCIL RESPONSIBLE FOR EDUCATION OF THE LIMPOPO PROVINCIAL GOVERNMENT, AND OF THE VIOLATION OF SUPPLY CHAIN MANAGEMENT REGULATIONS BY OFFICIALS OF THE LIMPOPO DEPARTMENT OF EDUCATION

1. INTRODUCTION

1.1 This report is submitted to:

1.1.1 The Minister of Public Service and Administration;

1.1.2 The Minister of Provincial and Local Government;

1.1.3 The Limpopo Provincial Legislature; and

1.1.4 The Premier of the Limpopo Provincial Government

in terms of section 182(1)(b) of the Constitution of the Republic of South Africa, 1996 (the Constitution) and section 8(1) of the Public Protector Act, 1994 (the Public Protector Act).

1.2 It relates to an investigation into allegations of abuse of power, breach of trust and favouritism made against the Member of the Executive Council responsible for Education of the Limpopo Provincial Legislature (MEC) and of the violation of Supply Chain Management Regulations by officials of the Limpopo Department of Education (the Department).

2. BACKGROUND

- 2.1 The Chairperson of the Public Service Commission (PSC), Professor S Sangweni, forwarded an anonymous complaint alleging abuse of power, breach of trust and favouritism against the MEC and the violation of Supply Chain Management Regulations by the officials of the Department, to the Office of the Public Protector in June 2007.
- 2.2 Although the PSC has the powers and jurisdiction to investigate the alleged conduct of the officials referred to, it does not have jurisdiction over the MEC. It was deemed prudent to refer the matter to the Office of the Public Protector to handle the whole investigation and to inform the Chairperson of the PSC and the Minister of Public Service and Administration of its findings.

3. THE COMPLAINT

The allegations were mainly as follows:

3.1. Alleged abuse of power and breach of trust

- 3.1.1 The District Managers of the Greater Sekhukhune and Capricorn Districts had submitted lists of schools that experienced an acute shortage of furniture and classroom accommodation to the Provincial Office of the Department.
- 3.1.2 The MEC, Dr P A Motswaledi, requested the then Parliamentary and Community Liaison Officer of the Department, Mr B R Matsane , and the then Acting Head of Department, Prof Harry Nengwekhulu, to see to it that contracts for the supply of school furniture

and prefabricated classrooms are awarded to entities that belonged to his friends, namely Kwasa and Ledmon Companies (Kwasa and Ledmon) in respect of school furniture and Mathote Contracting (Mathote) in respect of prefabricated classrooms.

3.2 Alleged favouritism

The MEC instructed the then Chief Financial Officer, Mr Carrim, to ensure that only Mathote is successful in bids for the supply of prefabricated classrooms.

3.3 Alleged violation of Supply Chain Management Regulations

3.3.1 Mr Matsane drew up the specifications for the required school furniture, invited quotations from the said two companies owned by friends of the MEC, received and evaluated the quotations and submitted evaluation reports with his recommendations to the Chairperson of the Departmental Bid Adjudication Committee (Bid Committee).

3.3.2 The Chairperson of the Bid Committee, Mr Carrim, in turn presented the evaluation reports with Mr Matsane's recommendations to the Committee to award the contracts for the supply of school furniture to the two companies to the value of R5 million.

3.3.3 Mr Matsane also determined the need for classroom accommodation for all the schools in the province, drew up the specifications and invited quotations for prefabricated classrooms from Mathote. He evaluated and submitted evaluation reports in respect of these quotations with recommendations to Mr Carrim. The value of the prefabricated classrooms was R15 million.

3.3.4 The owner of Mathote gave the MEC a gift in the form of a brand new car to the value of R1.2 million.

4. THE POWERS AND JURISDICTION OF THE PUBLIC PROTECTOR TO INVESTIGATE THE ALLEGATIONS

4.1 Section 182(1) of the Constitution provides that the Public Protector has the power, as regulated by national legislation to:

4.1.1 Investigate any conduct in state affairs, or in the public administration in any sphere of government, that is alleged or suspected to be improper or to result in any impropriety or prejudice;

4.1.2 Report on that conduct; and

4.1.3 Take appropriate remedial action.

4.2 In terms of section 182(2), the Public Protector has the additional powers, as prescribed by national legislation.

4.3 Section 6(4)(a) of the Public Protector Act provides that the Public Protector shall be competent to investigate, on his or her own initiative or on receipt of a complaint, *inter alia*, any alleged maladministration in connection with the affairs of government at any level and any alleged abuse of power or other improper conduct by a person performing a public function.

4.4 The allegations made against the MEC and the officials of the Department therefore fall within the powers and jurisdiction of the Public Protector to investigate.

5. THE INVESTIGATION

5.1 The investigation was conducted in terms of sections 6 and 7 of the Public Protector Act. It comprised:

5.1.1 Correspondence with the MEC;

5.1.2 Correspondence with Reverend Nevhutalu, the Head of the Department (HOD);

5.1.3 Correspondence with the former Parliamentary and Community Liaison Officer of the Department, Mr Matsane;

5.1.4 Consultation with Mr Matsane;

5.1.5 Consultation with Mr M F Maphoha, Senior Manager in the Office of the MEC;

5.1.6 Consultation with the former Chief Financial Officer of the Department, Mr Carrim;

5.1.7 Studying the documentation relevant to the matter provided by the HOD and Messrs Matsane and Maphoha; and

5.1.8 Studying the relevant provisions of the Constitution, the Public Protector Act, 1994, the Public Finance Management Act, 1999 (PFMA) and the relevant Regulations promulgated in terms thereof.

6. THE RESPONSE OF THE HEAD OF THE DEPARTMENT

6.1 In his response to the allegations, the HOD stated that:

6.1.1 The MEC was deployed to the Department on 1 December 2004;

6.1.2 In January 2005, on the first day of the reopening of schools, the Premier, accompanied by the MEC, visited some schools around Polokwane;

6.1.3 They discovered that there was a chronic shortage of school furniture, mainly desks, in almost all the schools visited, a situation that shocked and embarrassed the MEC;

6.1.4 The MEC continued with the visits in the same week to other schools in the Bushbuckridge area, where he discovered that at least two schools conducted tuition standing, due to a lack of desks;

6.1.5 He was particularly perturbed by the fact that despite the then Deputy Minister of Education, Mr Enver Surty, having visited one of the schools, namely Mathipe Secondary in Marite, in August 2004 and strongly reprimanding officials for not supplying furniture to schools, the situation had not changed five months later when the MEC visited the school;

6.1.6 The Principal of the said school presented the then Senior Manager in the MEC's office, Ms Boshielo, who had accompanied the MEC, with a copy of the official departmental purchase order for desks that had however never been delivered. The Bohlabela District Office confirmed that orders had been issued by the Procurement Unit at the Provincial Head Office of the Department, but that no deliveries had been made;

- 6.1.7 Ms Boshielo investigated the matter with the Logistics Unit of the Department and was furnished with delivery notes and invoices, duly signed and stamped by the Principals in acknowledgement of the fact that desks had been delivered at the schools;
- 6.1.8 Visits were conducted to ten schools randomly selected from those reflected as having received deliveries of desks in the Bushbuckridge area, and it was discovered that no such deliveries had in fact been made;
- 6.1.9 This matter was then reported to the MEC, who in turn decided, in consultation with the then Head of Department, to refer the matter to the Directorate of Special Investigations (the DSO) of the National Prosecuting Authority. All purchase orders, invoices and signed cheques were handed to the DSO and their report is still awaited;
- 6.1.10 The Premier, in the meantime, decided to utilize his Discretionary Fund in the amount of R250 000 to purchase desks for some schools with chronic shortages and further instructed the MEC to speedily resolve the problem of classroom furniture in the schools;
- 6.1.11 Further investigation revealed that the contract to supply school furniture to schools in four districts out of six in the province was awarded to only one company, namely Hysterkrand Furniture Factory (Hysterkrand), which operated from Rustenburg in the North West Province.
- 6.1.12 This contract was open-ended, with no specifications for time frames set for the company to deliver the ordered furniture except that the two contracts awarded to Hysterkrand would expire on 30 September 2006 and 27 February 2007 respectively;

6.1.13 In respect of the other two districts, the contract that had been awarded to another supplier was cancelled due to non-performance. The Department, acting on the strength of a legal opinion obtained from the Legal Unit in the Office of the Premier, then decided to apply the quotation system to procure furniture whilst tenders to accommodate the two districts were being processed;

6.1.14 The Department continued to order furniture from Hysterkrand in respect of the four districts, even though there was still no improvement in the pace of delivery;

6.1.15 Upon expiry of the contracts as stated in 6.1.12 above, new long-term tenders for all districts were awarded to 43 different service providers on 30 November 2006 and August 2007

7. FURTHER RESPONSE OF THE HOD TO SPECIFIC ALLEGATIONS

7.1 Alleged abuse of power and breach of trust by the MEC

7.1.1 According to the HOD, District Managers of the Greater Sekhukhune and Capricorn Districts did not submit lists of schools having an acute shortage of furniture and/or classrooms.

7.1.2 It was also pure fabrication by the complainants to claim that contracts for the supply of school furniture were awarded to only two companies. He stated that at the time of the complaint, the Department had awarded the contracts to 43 different service providers for the supply of school furniture.

- 7.1.3 After the former President had directed that no learner should again receive tuition under a tree, Ms Boshielo introduced the concept of mobile classrooms to the MEC, and took him to manufacturers of these classrooms in the Gauteng Province. The MEC subsequently directed the then Chief Financial Officer (CFO) and Head of the Infrastructure Unit, Mr Carrim to follow normal departmental procedures to acquire mobile classrooms.
- 7.1.4 The HOD further stated that the Principals and School Governing Bodies of the Greater Sekhukhune District contacted Mr Matsane in October 2006, to arrange for an appointment with the MEC in order to raise their concerns about the chronic shortage of classrooms and furniture in their schools.
- 7.1.5 The MEC then instructed Mr Matsane to visit the schools in question, assess the situation and to raise the matter with the relevant sections of the Department to address whatever challenges he might find. Mr Matsane complied with this instruction on 26 October 2006.
- 7.1.6 At the time of the visit, learners were engaged in final examinations. Mr Matsane confirmed the chronic shortage of furniture and classrooms in all the schools that he visited. He cited incidents of learners in one school having ripped off a door to use as a desk to write on, and others in the same grade having to write the same paper in turns due to the shortages.
- 7.1.7 These scenarios prompted the then acting HOD to instruct Mr Matsane to visit local furniture manufacturers in the Sekhukhune District to establish whether or not they had stock readily available. Mr Matsane established that the only two such factories in the area, namely Betterways Civils and Reliable Business Enterprise, did not have sufficient furniture in stock to meet the immediate demand.

- 7.1.8 He then approached factories in Seshego, Polokwane. Ledmon and Kwasa confirmed having 800 and 7000 desks respectively, readily available for delivery.
- 7.1.9 Other companies that had business engagements with the Department in terms of furniture provisioning could have been contacted, but because of the distance between their physical locations and the affected schools and the urgency of the matter, it was not regarded as a viable option at the time.
- 7.1.10 Kwasa and Ledmon had previously been contracted by the Department to supply school furniture through the quotation system, to schools in Bohlabela and Greater Sekhukhune Districts.
- 7.1.11 After verifying that these two companies had stock available, Mr Matsane reported to the Acting HOD and quantified the need for all schools in respect of mobile classrooms and furniture. Copies of his report were sent to the MEC and the CFO for their information.
- 7.1.12 All the relevant administrative processes were embarked upon, namely inviting quotes from the two companies, submitting it to the Bid Adjudication Committee, processing purchase orders etc.
- 7.1.13 At all times, Mr Matsane was communicating telephonically or via memoranda with the Acting HOD, and at no stage was the MEC involved in the procurement process, apart from being briefed by Mr Matsane on the progress made.
- 7.1.14 It was therefore denied that the MEC influenced Mr Matsane, the CFO or the Acting HOD in the appointment of Ledmon and Kwasa, as these were purely administrative matters in which the MEC was not involved.

7.2 Alleged favouritism

7.2.1 This allegation was denied by the HOD. As indicated above he explained that there are in fact 43 service providers supplying schools with furniture and three supplying mobile classrooms.

7.2.2 No one, in terms of the procurement procedures of the Department, was favoured above others as the same procedure and criteria were applied in evaluating all tenders.

7.3 Alleged violation of Supply Chain Management Regulations

The allegations relating to the violation of Supply Chain Management Regulations were denied.

7.4 Corrupt conduct by the MEC

7.4.1 The allegation that the MEC was given a new car by a favoured contractor was denied. It was in fact disclosed that the MEC owns three vehicles, namely

7.4.1.1 a Nissan Murano

7.4.1.2 a Toyota Hilux; and

7.4.1.3 a Range Rover Sport.

7.4.2 The HOD stated that the MEC assumes that the reference in the allegations to a car worth R1.2 million was probably directed at the last mentioned vehicle. He stated that a brand new Range Rover Sport retails at R750 000. The one the MEC bought was acquired as a 2005 demo model in January 2006, for which the MEC traded in his

Mercedes Benz E280, and the rest of the purchase price was secured by finance from a bank. A copy of the finance contract with the bank was submitted during the investigation and it supported the information provided by the HOD.

7.5 Mobile classrooms

7.5.1 According to the HOD, mobile classrooms are provided in cases of

7.5.1.1 Collapsed or damaged school buildings;

7.5.1.2 Schools where learners receive tuition under trees or in shacks;

7.5.1.3 Overcrowding in schools;

7.5.1.4 Severely dilapidated schools, which no longer offer adequate safety to learners and educators; and

7.5.1.5 The introduction of African Languages in former Model C schools as directed by the MEC in compliance with the National Curriculum Statement, which brought about an additional burden in terms of classroom accommodation.

7.5.2 It was also noted that the Department is often criticized for its apparent or perceived failure to address the problem of learners receiving tuition under trees, in shacks and in dilapidated school buildings.

- 7.5.3 The three companies that are contracted by the Department to supply the schools in the province with mobile classrooms are Abacus Modular (Pty) Ltd, Fabricated Steel MFS (Pty) Ltd and Mathote Contracting CC, all of them based in Gauteng. The latter, however, has a satellite manufacturing plant in Seshego.
- 7.5.4 Due to the fact that mobile classrooms are temporary and emergency relief structures that are resorted to only when any of the situations in paragraph 7.5.1 above occur, the acquisition thereof from any one of the three contractors would invariably depend on such factors as the speed and capacity with which a particular company can manufacture and deliver, as well as the track record of the company in executing previous orders awarded to it by the Department.

8. INTERVIEW WITH MR BERNARD MATSANE

- 8.1 An interview was conducted with Mr Matsane on 4 December 2007. As the Manager for Parliamentary Affairs and Community Liaison in the MEC's office at the time the complaint was lodged, his main duty was to act as the link between the Department and all spheres of government, as well as the community. He also prepared answers to all Parliamentary questions posed to the MEC.
- 8.2 At the time of the interview, he was temporarily relieved of these duties, and assigned to attend to infrastructural problems relating to some 40 schools that had been damaged by storms and winds.
- 8.3 He vehemently denied the allegation that the MEC had at any stage expressed a wish to have Kwasa and Ledmon preferred in the allocation of contracts by the Department. After the school Principals and the School Governing Bodies of the Greater Sekhukhune Districts demanded to meet with the MEC to raise their complaints, the MEC gave him instructions to visit the schools in the area and assess the situation.

- 8.4 He was also to handle the matter with the relevant sections within the Department and addresses whatever challenges he identified during those visits. The MEC was never involved in the administrative issues relating to the procurement of school furniture and mobile classes, as this was done by the HOD.
- 8.5 Mr Matsane further denied the allegations that he drew up the specifications for the required school furniture and determined the needs for classroom accommodation for all schools in the province. He however, admitted that he asked for quotations from Kwasa and Ledmon, only after the two companies that were contracted to supply furniture in the district were unable to do so, as instructed by the Acting HOD, Prof Nengwekhulu.
- 8.6 Kwasa and Ledmon had furniture readily available and could deliver immediately, hence quotations were asked from them. This was an emergency situation that required a deviation from normal procedures as the learners were writing examinations.
- 8.7 He denied the allegation that he determined the needs for classroom accommodation for all schools in the province and invited quotations from only one contractor.
- 8.8 According to Mr Matsane he assessed the situation in the schools around the Greater Sekhukhune district, evaluated their needs and called for quotations in respect of the mobile classrooms from the three registered suppliers of the Department, as he was required to do under the circumstances

9. INTERVIEW WITH MR ABDUL CARRIM

- 9.1 Mr Carrim commenced working for the Department as Chief Financial Officer in June 2001. He was also the Chairperson of the Bid Committee.
- 9.2 He denied the allegation that he was instructed by the MEC, or anyone for that matter, to prefer Kwasa or Ledmon. He did have direct access to the MEC and discussed the matter of mobile classrooms and school furniture with him on a number of occasions. Administrative matters, such as which supplier had to be used, was never discussed with the MEC.
- 9.3 Mr Carrim cited an incident where a farmer in the province locked out learners from a farm school. The MEC intervened by instructing officials to immediately ensure that mobile classes were provided, but did not direct who the supplier should be.
- 9.4 He stated further that Mr Maswanganyi, who acted as the Secretary of the Bid Committee at the time, had the duty of opening the Tender Box, ensuring that all was in order and together with the Director for Procurement, presented submissions to the Committee. Mr Carrim and the other members did not have sight of these documents before they were presented to the Committee at a formal sitting.
- 9.5 He holds the MEC in high regard and is of the opinion that the allegations leveled against him are without substance and purely malicious.

10. EVALUATION OF RELEVANT LEGISLATION

10.1 The Public Finance Management Act, 1999

10.1.1 Section 76 (4) (c) of the Public Finance Management Act, 1999 (the PFMA) provides for the making of regulations or instructions applicable to all institutions to which the PFMA applies, concerning *“the determination of a framework for an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective.”*

10.1.2 The Minister of Finance approved the Regulations in respect of the Framework for Supply Chain Management, as set out in the schedule to the PFMA, which came into operation on 5 December 2003. The Regulations are applicable to all national and provincial departments.

10.1.3 Regulation 3 provides that the Accounting Officer, *must* develop and implement an effective and efficient supply chain management system for the acquisition of goods and services.

10.1.4 In terms of Regulation 6 (1) the procurement of goods either by way of quotations or through a bidding process must be within the threshold values as determined by the National Treasury, from time to time.

10.1.5 Regulation 6(4) provides that if in a specific case it is impractical to invite competitive bids, the accounting officer may procure the required goods or services by other means, provided that the reasons for deviating from inviting competitive bids must be recorded and approved.

11. INTERNAL POLICY ON SUPPLY CHAIN MANAGEMENT

- 11.1 From the investigation, it appeared that the Department does not have a procurement policy. A process to develop such and other departmental policies is apparently currently being undertaken by the Department.
- 11.2 In the absence of a procurement policy, the PFMA and the Regulations as stated above, are applicable. The Department has in fact been guided in its procurement practices by the relevant provisions of the PFMA.

12. EVALUATION OF INFORMATION AND EVIDENCE OBTAINED DURING THE INVESTIGATION

- 12.1 It is not in dispute that there was, and still is, a chronic shortage of classrooms and school desks at public schools in the Limpopo Province.
- 12.2 The seriousness of this ongoing problem has necessitated the MEC to designate a senior official in his office, to attend to the problem and find long term solutions.
- 12.3 The situation that prevailed at the time, and continues to prevail, is that there is no departmental policy in place to prescribe procurement procedures, and as such, the general guidelines set forth in the PFMA and the Regulations, as well as Circulars and Practice Notes issued by National Treasury, were applicable.
- 12.4 This, coupled with the urgency that prevailed at the relevant time to acquire the school furniture and mobile classrooms, rendered it impractical, as contemplated by Regulation 6(4), to invite competitive bids, and therefore necessitated the procurement of the by the Department of the required goods "*by other means*", namely calling for quotations from those suppliers in the area who could deliver the necessary quantities on time.

- 12.5 The MEC's instruction to Mr Matsane was clearly a general one that he should attend to identifying the needs of the schools in the area and take up corrective measures with whoever was responsible in the Department.
- 12.6 No indication could be found of any instruction by the MEC that certain persons or entities had to be preferred above others in the procurement of furniture and mobile classrooms.
- 12.7 No substance or evidence could also be found for the allegation that the MEC received a car from a contractor from which goods were procured.
- 12.8 Messrs Matsane and Carrim denied that the MEC had given them any instructions to prefer any particular person or entity in the procurement process. Items were procured from the entities involved because of their readiness to supply the required goods at short notice.
- 12.9 There was no instruction to deviate from any set procedures. In fact, Mr Matsane consulted with the HOD at all times in the execution of his mandate, as evidenced by several internal memoranda exchanged between him, the HOD and the CFO.

13. OBSERVATIONS AND FINDINGS

- 13.1 The allegations referred to in this report were made anonymously. The only information known of the source is that they call themselves "*Whistle blowers- suppliers of school furniture and building contractors in Limpopo province.*"

- 13.2 The said allegations against the MEC and officials of the Department were unsubstantiated and not supported by the detailed relevant information. Due to the fact that the information furnished by the complainants could not be tested and verified with the source, the generality thereof lends suspicion to its credibility.
- 13.3 No support for the allegations investigated could be found from the records of the Department and the other information considered during the investigation.
- 13.4 The explanations in respect of the allegations provided by the HOD and Messrs Matsane and Carrim, were reasonable and supported by documentation and the applicable legislation and prescripts. Due to the fact that the complaint was lodged anonymously, it was not possible to test the information and evidence provided by the two officials against the information on which the complainants apparently based their allegations.

14. KEY FINDINGS

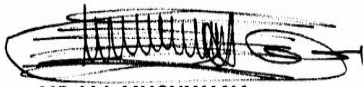
The following key findings were made from the investigation:

- 14.1 The allegations of improper conduct made against the MEC and officials of the Department are unfounded; and
- 14.2 The failure of the Department to develop and implement an effective and efficient supply chain management system, as required by the PFMA and Regulations, is a matter of grave concern.

15. RECOMMENDATIONS

In terms of the provision of section 182(1)(c) of the Constitution and section 6(4)(c) (ii) of the Public Protector Act, it is recommended that the HOD:

- 15.1 Complies with section 38(1)(a)(iii) of the PFMA by ensuring that the Department develops and maintains an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective.
- 15.2 Reports on the progress made with the development and implementation of an appropriate procurement and provisioning system for the Department to the Public Protector within 6 (six) months of date of this report.



ADV M L MUSHWANA
PUBLIC PROTECTOR OF THE REPUBLIC
OF SOUTH AFRICA

Date: 18 February 2009

Assisted by: S H Samuel
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Special Investigations