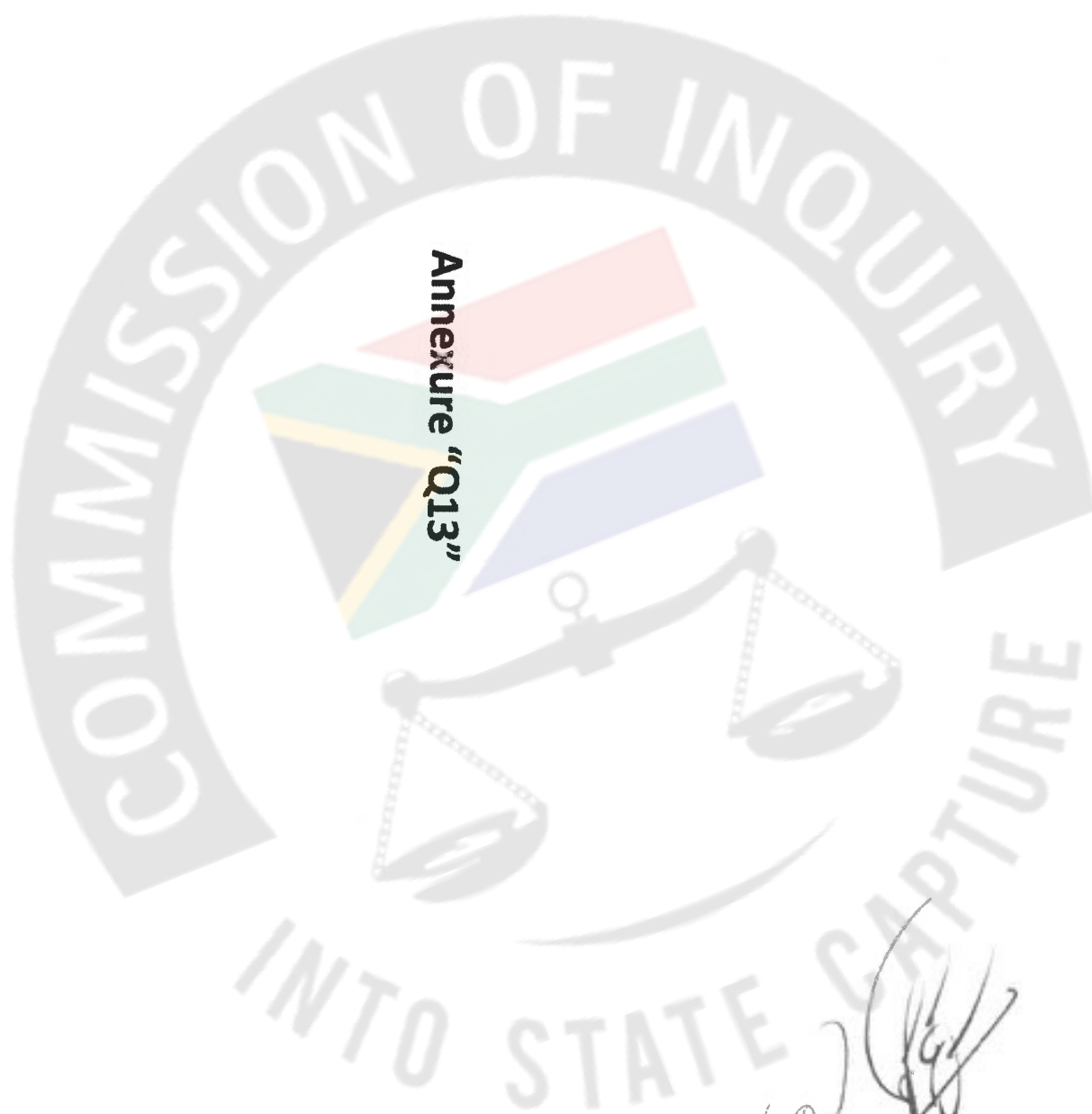




Annexure "Q13"

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"Q13"



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Specialised Commercial Crime Unit



PRETORIA

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TO: ADV L MRWEBI
SPECIAL DIRECTOR OF PUBLIC PROSECUTIONS

FROM: ADV MC DE KOCK / ADV AGJ VAN RENSBURG

DATE: 30 APRIL 2013

SUBJECT: PROGRESS REPORT ON THE BOSASA INVESTIGATION

1.1 Introduction

In response to the request for more information and a detailed report in respect of the progress with the investigation of Pretoria Central CAS 1556 / 2 / 2010 I wish to report as follows:

1.2 The prosecution of Patrick O'Connell Gillingham

I am busy working on a draft charge sheet in respect of Patrick O'Connell Gillingham. The proposed charges against him involve corruption, money laundering and fraud. It is alleged that POC Gillingham received corrupt benefits in the amount of approximately R3.6 million. These benefits consisted of both movable and immovable property. It is important to notice the sequence of payments as this gives an indication of the nature of the corrupt relationship that existed between Gillingham and individuals related to the BOSASA Group of Companies. I attach an extract from the draft charge sheet with highlighted dates and events. (Compare Annexure A) During the period 2004, 2005, 2006 and 2007 Patrick Gillingham received a stream of benefits at very regular intervals.



- The investigation against Gillingham has not yet been finalised and we still await the forensic audit report. The final sum of the evidence may be more damning than the picture that has emerged thus far.
- I am of the opinion that it will be possible to enrol the matter during the second half of 2013 as indicated before.

1.3 The Prosecution of the BOSASA Group of Companies

1.3.1 It is anticipated that the evidence of the corrupt relationship between Patrick O'Connell Gillingham and various individuals within the BOSASA Group of Companies namely, W.D. Mansell, Angelo Agrizzi, Carlos Bonifacio, Andries van Tonder, Frans Hendrik Steyn Vorster and others, will be sufficient to prosecute the said individuals for inter alia money laundering and corruption. It can thus be confirmed that the above individuals may be liable for prosecution and that their involvement will be specified in more detail in the second draft charge sheet to be produced once the Gillingham charge sheet has been finalised.

1.3.2 Should the evidence mentioned above be of a sufficient nature to implicate the BOSASA Group of Companies, more specifically BOSASA Operations or some of the lesser entities like Sondolo IT or Phezulu Fencing, the charge sheet would be drafted in a way that would implicate as many of these entities it is possible to prosecute.

1.4 The Prosecution of Linda Morris Mti

1.4.1 Linda Morris Mti received benefits in the amount of approximately R88 000.00 from the BOSASA Group of Companies. He also bore the responsibilities and duties described in the Prevention and Combating of Corrupt Activities Act no. 12 of 2004 more specifically those described in section 34 of the said Act.



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1.4.2 It is difficult to speculate but should the police investigation point to a corrupt relationship and the criminal involvement of Mti in the four (4) tenders mentioned in the Gillingham charge sheet (at present in draft format), he will also be prosecuted.

(*)

1.4.3 It must be pointed out that negligence is sufficient to prosecute a person for offences under the Prevention of Organised Crime Act, 121 of 1998. Should the sum of the evidence gathered during the investigation be of a sufficient nature to enable a Racketeering prosecution, it would theoretically be possible to prosecute Linda Mti, under section 2(1)(e), (f) or (g) of the said Act.

(*)

1.5 Enrolment Date

It is anticipated that the prosecution of Patrick Gillingham will commence during the second half of 2013. Depending on developments it would theoretically be possible to enrol the case against BOSASA or the individuals mentioned in paragraph 1.3.1 above within six (6) months from this date. It is very difficult to give an accurate estimate on future events but I foresee the prosecution of both BOSASA and Mti within the next eighteen (18) months. The target dates for the second and third group of prosecutions should thus be July 2014 and December 2014.

(*)

Hoping you find the above in order.

Regards

MC DE KOCK

DEPUTY DIRECTOR OF PUBLIC OF PROSECUTION
SCCU PRETORIA

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Guided by the Constitution, we in the National Prosecuting Authority ensure justice for the victims of crime by prosecuting without fear favour or prejudice and by working with our partners and the public to solve and prevent crime



“Q14”

Annexure “Q14”



DRAFT CHARGE SHEET – POC GILLINGHAM – 30 APRIL 2013

ISI

O'Connell Gillingham account number 1012851592 held at ABSA Bank. Funds in the amount of R196 959.97 were electronically transferred to the dealership on the 1st of September 2004.

- 2.20 On the 1st of September 2004 (During September 2004) the Glen Volkswagen received an order document from BOSASA Operations (Pty) Ltd for one (1) set of mud guards and a 6 disk CD shuttle. These items to the value of R4050.04 had to be fitted to the Volkswagen Golf 1.6 mentioned above. BOSASA paid for these expenses on 21 September 2004.
- 2.21 He is the owner of a Mercedes Benz E320 CDI with vehicle register number JVX526S and license number (VVL275GP) PG01GP [Personalized License Number] to the value of R555 150.02 purchased from Mercedes Benz Constantia Kloof (Roodepoort) and registered in the name of Patrick O'Connell Gillingham on 23 April 2007. The vehicle is still registered in his name.
- 2.22 The vehicle was originally ordered by Frans Vorster and Fat Bellies Butchery on 15 March 2007. The quotation, invoice and offer to purchase were thus prepared in his name. Frans Vorster later indicated to the dealership that the sale of the vehicle be transferred to his business partner, Mr. P. Gillingham. On 11 April 2007 Patrick O'Connell Gillingham signed an undertaking with the dealership and the vehicle was registered in his name on 23 April 2007.
- 2.23 On 11 April 2007 an amount of R180 000.00 was transferred from the FNB account of BOSASA Operations (Pty) Ltd with number 62053735290 into the FNB structured facility account of Angelo Agrizzi, account number 62091005217. On the same date Mr. Agrizzi transferred the amount of R180 000.00 with the reference **Trf Poc** into the FNB Money Market Account of Carlos JDCM Bonifacio, account number 62012712411. On the same date Mr. Bonifacio issued a cheque from this account payable to C. J. Bonifacio in the amount of R180 000.00. The said cheque was deposited into his current account at Nedbank with the account number 1988251273. On the same day Mr. Bonifacio instructed Nedbank to transfer the amount of R180 00.00 from the said current account to "**Sandown Motor Holdings**, Nedbank Westgate Acc. No. 1454045833, Branch Code 145 405" with reference **GILLINGHAM**. Mr. Bonifacio added the further and following instruction: "Please confirm transfer by fax for attention of

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DRAFT CHARGE SHEET – POC GILLINGHAM – 30 APRIL 2013

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KOBUS – 086 686-1240” The payment had to be made with immediate effect. The money reached the bank account of Sandown Motor Holdings on the same date and is reflected in their bank statement with the reference “**Gillingham**”. The remainder of the full purchase price of the said vehicle (R375 150.02) was financed through Stannic.

- 2.24 An **Instalment Sale Agreement** in the name of Patrick O’Connell Gillingham dated 10 April 2007 with the starting date of 11 April 2007 issued by Stannic was utilized to finance the R375 150.02 mentioned above.

Fixed Property:

- 2.25 During 2004 and earlier, Patrick O’Connell Gillingham was the registered owner of a property situated at **12 Hurricane Road, Pierre van Ryneveldpark, Centurion** occupied by himself and his family.
- 2.26 On 31 January 2005, Proccrops 157 (Pty) Ltd, as represented by Willem van der Merwe, accepted an offer to purchase by Patrick Gillingham. This offer in the amount of R695 000.00 was made in respect of a property described as Erf 106, Midstream.
- 2.27 In order to finance the purchase of the then vacant stand mentioned above, situated in **Midstream Estate**, Patrick Gillingham secured a mortgage bond in the amount of R1000 000.00 from ABSA Bank. The loan amount in respect of the R695 000.00 was made available for this purpose.
- 2.28 The deed of transport was dated 21 February 2005, the date of registration was given as 31 March 2005 and the commencement date in respect of the mortgage repayments was given as 15 April 2005.
- 2.29 On 15 February 2005 a cash amount of R52 027.00 was deposited into the bank account of Van der Merwe Du Toit Ingelyf. Prior to this date and on the 14th of February 2005 a cheque in this exact amount drawn on the account of BOSASA Operations (Pty) Ltd was cashed.
- 2.30 The amount of R52 027.00 mentioned above was required for the transfer of Erf 106 into the name of Patrick O’Connell Gillingham.



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DRAFT CHARGE SHEET – POC GILLINGHAM – 30 APRIL 2013

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2.31 Erf 106 was later improved with the erection of a double story house with five (5) bedrooms to the value of R1 855 500.00. The relevant dates and activities in respect of the construction of the Gillingham residence are set out below.

2.32 During March / April 2005, Patrick Gillingham and his wife had various meetings with Mrs. Zietsman, an architect. On 22 April 2005 she issued them with an invoice in the amount of R41 075.00. On the 9th of June 2005, a cheque issued from the account of BOSASA Operations (Pty) Ltd was paid into the bank account of the architect. The amount of the BOSASA cheque corresponds with the invoice amount mentioned above.

2.33 The residential dwelling erected on Erf 106, was constructed on behalf of Mr. & Mrs. Gillingham by R.R. Hoeksma of Riekele Construction "CC". The Quotation/Specifications was dated 3 May 2005. The estimated start date of the construction was given as 9 May 2005 and the estimated occupation date was 30 November 2005 as stated above.

2.34 The construction of the residential dwelling was accompanied by a variety of other related expenses including the fitting of the kitchen and the landscaping of the garden. Specific amounts and the nature of these improvements will be set out below:

2.34.1 The Kitchen

2.34.1.1 Patrick O'Connell Gillingham and his wife contracted Sterlings Living (Pty) Ltd to install the kitchen at **# 6 Marlboro Place, Midstream Estate** (Erf 106). The value of the construction of the kitchen was quoted as R133 813.49, but kitchen appliances were added and the overall value of the services was thus increased to R185 810.41.

2.34.1.2 On 20 August 2005, Patrick Gillingham issued Sterlings Living with a cheque in the amount of R66 000.00. His bank account reflects the payment date as 23 August 2005; this cheque payment is preceded by five (5) deposits on the bank account of Gillingham made up of the following separate transactions:



DRAFT CHARGE SHEET – POC GILLINGHAM – 30 APRIL 2013

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- A cheque in the amount of R20 000.00 drawn on the Standard Bank Account of **Grande Four Property Trust** dated 4 August 2005.
- A cheque in the amount of R20 000.00 drawn on the Standard Bank Account of W.D. Mansell, with the deposit date 16 August 2005.
- A cash deposit in the amount of R20 000.00 dated 18 August 2005.
- A cash deposit in the amount of R20 000.00 dated 19 August 2005.
- A cash deposit in the amount of R20 000.00 dated 20 August 2005.

2. 34.1.3 On 5 September 2005, Sterlings Living (Pty) Ltd received a cheque payment in the amount of R50 396.92. This cheque was drawn on the Standard Bank account of **Grande Four Property Trust** and is dated 29 August 2005. This cheque signed by W.D. Mansell, bears the reverse side inscription **GIL 011, Electrical app, taps, basins & sink.**

2.34.1.4 On 14 November 2005, Sterlings Living (Pty) Ltd received a cheque payment in the amount of R53 500.00. This cheque was also drawn on the Standard Bank account of **Grande Four Property Trust**. The cheque was signed by W.D. Mansell and bears the reverse side inscription **GIL 011**

2.34.1.5 On 14 November 2005, **Grande Four Property Trust** received a credit transfer in the amount of R570 000.00 from BOSASA Operations (Pty) Ltd.

2.34.1.6 The remaining R15 913.49 is made up of two (2) cash deposits respectively dated 2 December 2005 and 10 January 2006. (Confirm correctness of amounts)

2.35. The Kitchen

2.35.1.1 On 8 December 2005 an amount of R7884.24 was deposited into the bank account of "Inspired Glass" for services rendered. The payment reference was given as **"IB Payment from POC Gillingham"**. This payment did not originate from a bank account of Patrick (POC) Gillingham but from the Prestige Plus Current Account of W.D. Mansell. The Mansell bank account reflects the payment as **"IB payment to Spire Technology CC 912838175"**.



DRAFT CHARGE SHEET – POC GILLINGHAM – 30 APRIL 2013

ISS

2.36 The Kitchen

2.36.1 On 3 October 2005 an amount of R19 152.00 was deposited into the bank account of RSA Stone Art CC for services rendered namely the supply and delivery of a granite kitchen top. The payment reference was given as ***"PO Gillingham"***. This payment did not originate from a bank account of Patrick Gillingham but from Prestige Plus Current Account of W.D. Mansell. The Mansell bank account reflects the payment as ***"IB payment to RSA Stone Art CC"***.

2.37 Wooden Shutters and Doors

2.37.1 During early November 2005, POC Gillingham placed orders for a variety of wooden shutters and doors with a company known as "American Shutters CC". The company produced the products requested at the quoted cost of R84 043.96 with delivery during February 2006.

2.37.2 American Shutters received two (2) payments. The first payment in the amount of R43 000.00 was dated 7 November 2005. This interbank payment originated from the bank account of W.D. Mansell with the reference ***"IB Payment to American Shutters"*** whilst the bank statement of American Shutters reflects the words ***"IB Payment from Patric Gillingham"***.

2.37.3 The second payment in the amount of R41 043.96 was made from the current account from Patrick (PO) Gillingham on 18 February 2006. He made the payment on the 17th of February 2006 and used the reference ***"STD S.A. American Shutters"***.

2.37.4 On 24 February 2006 Patrick Gillingham made a payment of R350 00.00 to the ***Grande Four (Property) Trust***, shortly thereafter and on the 27th of February 2006, Mr. Mansell made a payment in the amount of R392 000.00 to ***LC Viljoen Inc 912838175***. This amount being a part payment for the purchase of Erf 971, Midstream in the name of POC Gillingham (Junior).

2.34 Shortly after Mr. and Mrs. Gillingham and their family moved to ***Midstream Estate***, the former primary residence of the Gillingham



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DRAFT CHARGE SHEET – POC GILLINGHAM – 30 APRIL 2013

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family was sold. On 22 December 2005 an amount of R589 484.70 was transferred into the cheque account of Patrick Gillingham.

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2.25 The corrupt benefits / gratifications received by Gillingham subsequent to the 24th of January 2005 amounted to R3 231 722.79 (Verify – Further Benefits still being added – Blinds etc.)

BENEFITS

Properties referred to in the charge sheet

Erf 106 Midstream

- 2.1 A property described as Erf 106, Midstream, in the amount of R695 000.00 improved with a residential dwelling to the value of R1 855 500.00 under NHBRC certificate number 459252/2005 with expected date of occupation 30 November 2005
- 2.2 The residential dwelling erected on Erf 106, was constructed on behalf of Mr. & Mrs. Gillingham by R.R. Hoeksma of Riekele Construction "CC". The Quotation/Specifications was dated 3 May 2005. The estimated start date of the construction was given as 9 May 2005 and the estimated occupation date was 30 November 2005 as stated above. [Optional information – Important date is estimated start date of 9 May 2005]

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Erf 971 Midstream Ext 8

- 2.2 A property described as Erf 971 Midstream Ext 8, with the purchaser Patrick O'Connell Gillingham (junior) ID no 791002 5026 082 in the amount of R 465 000.00 with intended improvements and architectural drawings to the value of R39 613.20

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Erf 61 Sagewood Ext 1

- 2.3 A property described as Erf 61, Sagewood Ext 1 in the amount of R 395 000.00 improved with a residential dwelling to the value of R2 162 600.00 under NHBRC certificate number 470230/2005 with expected date of occupation 1 November 2005

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The Four Tenders



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DRAFT CHARGE SHEET – POC GILLINGHAM – 30 APRIL 2013

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Note – Describe the Arrangement / Agreement / Transaction that Generated the Proceeds

4.1 **HK 2/2004: APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF CATERING AND TRAINING SERVICES AT THE VARIOUS MANAGEMENT AREAS FOR A PERIOD OF THREE YEARS: 1 AUGUST 2004 TO 31 JULY 2007**

4.1.1

4.2 **HK2/2005: SUPPLY AND DELIVERY, INSTALLATION, COMMISSIONING, SUPPORT AND MAINTENANCE OF A COMPREHENSIVE ACCESS CONTROL AND BODY SCANNING SYSTEM WITH CCTV COVERAGE OF CORRECTIONAL SERVICES STAFF AND INMATES, AT 66 MAXIMUM SECURITY FACILITIES/CENTRE'S OF EXCELLENCE**

4.3 **HK 24/2005: SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING, OF SECURITY OUTER PERIMETER FENCES WITH / OR (WITHOUT) TAUT WIRE DETECTION INNER FENCES, AND CCTV SURVEILLANCE CAMERAS: VARIOUS CENTRA: DEPARTMENT OF CORRECTIONAL SERVICES.**

4.4 **HK 25/2005: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF TELEVISION SYSTEMS AND MONITORS TO ALL CORRECTIONAL CENTRES WITHIN THE DEPARTMENT OF CORRECTIONAL SERVICES, THE SYSTEM MUST INTEGRATE INTO THE LOCAL, REGIONAL AND NATIONAL CONTROL ROOMS AND MUST PROVIDE FOR EFFECTIVE VIDEO CONFERENCING FACILITIES.**

INTO STATE CAPTION



DRAFT CHARGE SHEET – POC GILLINGHAM – 30 APRIL 2013

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ANNEXURE "A"

**IN THE REGIONAL COURT FOR THE GAUTENG DIVISION HELD AT
PRETORIA**

CASE NO.

In the matter between:

THE STATE

and

Patrick O.C Gillingham

ACCUSED

THE CHARGE SHEET

The State alleges that the accused is guilty of the following crimes:

**COUNT 1 – Corruption – Corrupt Activities relating to the Procuring
of Tenders (Section 13 (1) (b) of the Prevention and
Combating of Corrupt Activities Act No. 12 of 2004)**

In the alternative (as separate counts)



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DRAFT CHARGE SHEET – POC GILLINGHAM – 30 APRIL 2013

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SUBCOUNT 1: Corruption – Receiving of an Unauthorised Gratification (Section 10 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 – Period 1 August 2004 - 31 March 2009)

SUBCOUNT 2: Corruption – Offences in respect of Corrupt Activities relating to public officers (Section 4 (1) (a) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 – Period xxx – 31 March 2009)

SUBCOUNT 3: Corruption – General Offence of Corruption (Section 3(a) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 – Period 1 August 2004 - 31 March 2009)

SUBCOUNT 4: Tender Fraud (Kitchen Tender) HK 2 / 2004 – Period Early 2004 - 31 March 2009)

Count 2 – Corruption – Corrupt Activities relating to the Procuring of Tenders (Section 13 (1) (b) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004)

In the alternative (as separate counts)

SUBCOUNT 1: Corruption – Corrupt Activities relating to the Procuring of Tenders (Section 13 (1) (b) of the Prevention and Combating of Corrupt Activities



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DRAFT CHARGE SHEET – POC GILLINGHAM – 30 APRIL 2013

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Act No. 12 of 2004) Period 11 April 2005 – 31 March 2009

SUBCOUNT 2: Corruption – Corrupt Activities relating to the Procuring of Tenders (Section 13 (1) (b) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004) Period 11 April 2005 – 31 March 2009

SUBCOUNT 3: Corruption – Receiving of an Unauthorised Gratification (Section 10 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 – Period 11 April 2005 - 31 March 2009)

SUBCOUNT 4: Corruption – General Offence of Corruption (Section 3(a) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 – Period 11 April 2005 - 31 March 2009)

SUBCOUNT 5: Tender Fraud (Access Control Tender) HK 2 / 2005 (11 April 2005- 31 March 2009)

Count 3 – Corruption – Corrupt Activities relating to the Procuring of Tenders (Section 13 (1) (b) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004) Period 29 November 2005 – 31 March 2009

In the alternative (as separate counts)



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SUBCOUNT 1: Corruption – Corrupt Activities relating to the Procuring of Tenders (Section 13 (1) (b) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004) Period 29 November 2005 – 31 March 2009

SUBCOUNT 2: Corruption – Corrupt Activities relating to the Procuring of Tenders (Section 13 (1) (b) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004) Period 29 November 2005 – 31 March 2009

SUBCOUNT 3: Corruption – Receiving of an Unauthorised Gratification (Section 10 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 – Period 29 November 2005 - 31 March 2009)

SUBCOUNT 4: Corruption – General Offence of Corruption (Section 3(a) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 – Period 29 November 2005 - 31 March 2009)

SUBCOUNT 5: Tender Fraud (Fencing Tender) HK 24 / 2005 – 29 November 2005

Count 4 – Corruption – Corrupt Activities relating to the Procuring of Tenders (Section 13 (1) (b) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004) Period 3 March 2006 – 31 March 2009



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In the alternative (as separate counts)

SUBCOUNT 1: Corruption – Corrupt Activities relating to the Procuring of Tenders (Section 13 (1) (b) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004) Period 3 March 2006 – 31 March 2009

SUBCOUNT 2: Corruption – Corrupt Activities relating to the Procuring of Tenders (Section 13 (1) (b) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004) Period 3 March 2006 – 31 March 2009

SUBCOUNT 3: Corruption – Receiving of an Unauthorised Gratification (Section 10 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 – Period 3 March 2006 - 31 March 2009)

SUBCOUNT 4: Corruption – General Offence of Corruption (Section 3(a) of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 – Period 3 March 2006 - 31 March 2009)

SUBCOUNT 5: Tender Fraud (TV System Tender) HK 25 / 2005 – 3 March 2006



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Count 5 Money laundering – (Period Early 2004 – 31 March 2009)
in contravention of section 4 read with section 8 and
further read with section 1 of the Prevention of
Organized Crime Act 121 of 1998. (Full Period All 4
Tenders)

**First Alternative to Count 5 - Acquisition, possession or use of
proceeds of unlawful activities (Period Early 2004 – 31
March 2009)** in contravention of section 6 read with section
8 and further read with section 1 of the Prevention of
Organized Crime Act 121 of 1998. (Full Period All 4 Tenders)

**Second Alternative to Count 5 - Money laundering (Period 11 April
2005 – 31 March 2009)** in contravention of section 4 read
with section 8 and further read with section 1 of the
Prevention of Organized Crime Act 121 of 1998. (Access
Control Tender)

**Third Alternative to Count 5 - Acquisition, possession or use of
proceeds of unlawful activities (Period 11 April 2005 – 31
March 2009)** in contravention of section 6 read with section
8 and further read with section 1 of the Prevention of
Organized Crime Act 121 of 1998. (Access Control Tender)

**Fourth Alternative to Count 5 - Money laundering (Period 29
November 2005 – 31 March 2009)** in contravention of
section 4 read with section 8 and further read with section 1
of the Prevention of Organized Crime Act 121 of 1998.
(Fencing Tender)



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DRAFT CHARGE SHEET – POC GILLINGHAM – 30 APRIL 2013

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Fifth Alternative to Count 5 - Acquisition, possession or use of proceeds of unlawful activities (Period 29 November 2005 – 31 March 2009) in contravention of section 6 read with section 8 and further read with section 1 of the Prevention of Organized Crime Act 121 of 1998. (Fencing Tender)

Sixth Alternative to Count 5 - Money laundering (Period 3 March 2006 – 31 March 2009) in contravention of section 4 read with section 8 and further read with section 1 of the Prevention of Organized Crime Act 121 of 1998. (TV System Tender)

Seventh Alternative to Count 5 - Acquisition, possession or use of proceeds of unlawful activities (Period 3 March 2006 – 31 March 2009) in contravention of section 6 read with section 8 and further read with section 1 of the Prevention of Organized Crime Act 121 of 1998. (TV System Tender)

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Count 6 – Theft (Period 1 August 2004 – 31 March 2009)

First Alternative – Theft (Period 11 April 2005 – 31 March 2009)

Second Alternative – Theft (Period 23 November 2005 – 31 March 2009)

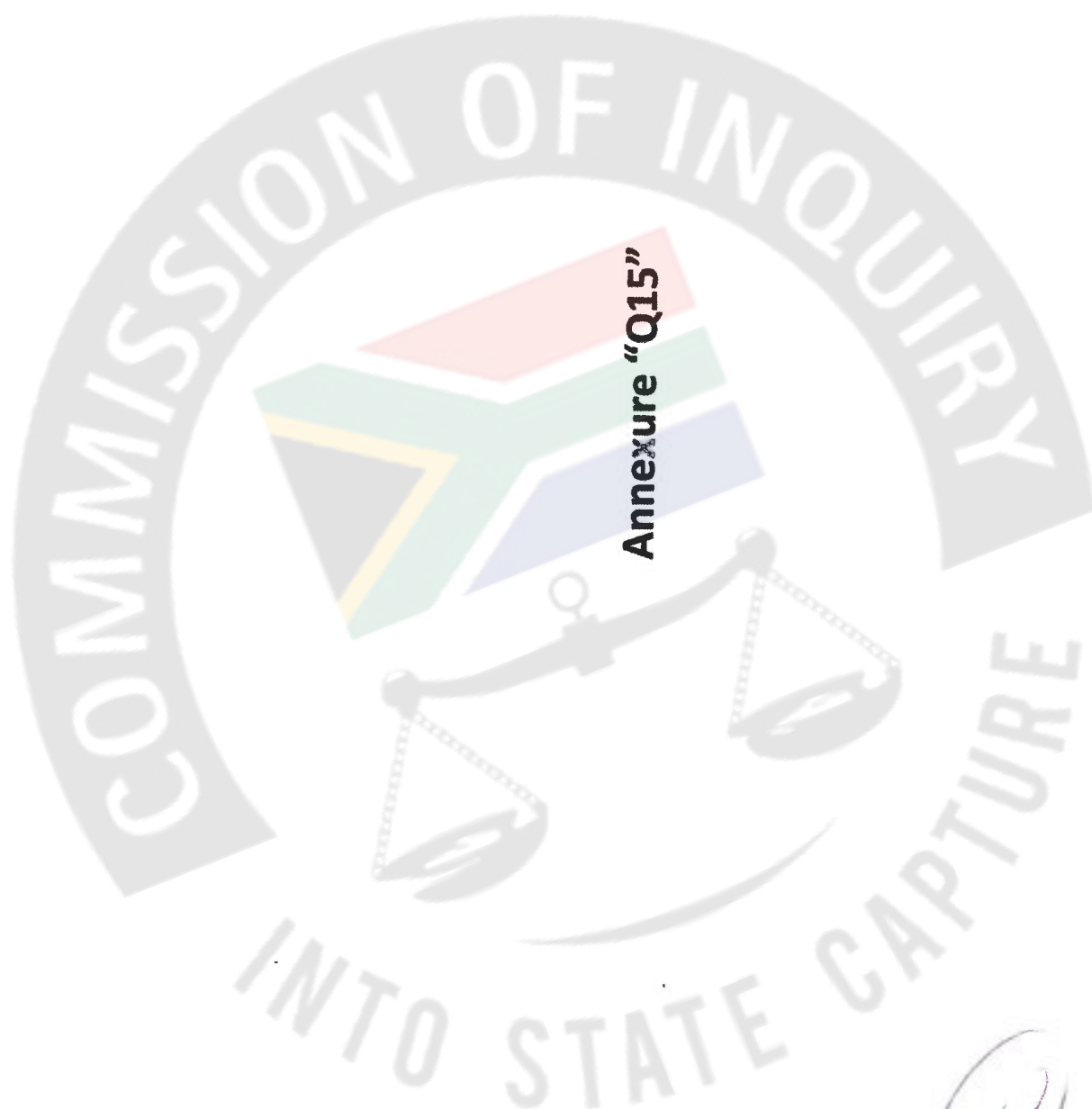
Third Alternative – Theft (Period 3 March 2006 – 31 March 2009)



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Annexure “Q15”



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PROPOSED RACKETEERING MEMORANDUM – CONFIDENTIAL DOCUMENT – 8 AUGUST 2013

PROPOSED MEMORANDUM

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A. INTRODUCTION

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B. BACKGROUND

1. During ~~2009~~ (Obtain the Exact Date) the **Special Investigation Unit** (Hereinafter only referred to as the SIU) issued a report in terms of section 4(1)(d) of the SIU Act. The author of the report *inter alia* stated the following:

"In ~~2006~~, various allegations surfaced in the media relating to the allegedly irregular awarding of contracts by the **Department of Correctional Services** to **BOSASA Operations (Pty) Ltd** and its affiliated companies.

Later in ~~2006~~, the Public Service Commission and the Office of the Auditor General referred specific allegations relating to **contracts awarded to BOSASA** to the SIU for investigation. Some of the more serious allegations are that:

- An **irregular relationship** existed between BOSASA or members of the BOSASA Group of Companies and **two** DCS officials, namely, the former Commissioner of Correctional Services, Mr. L. Mti (**Commissioner Mti**) and the DCS Chief Financial Officer (**CFO**), Mr. P. Gillingham (**Gillingham**).
- Commissioner Mti and Gillingham **may have** unduly received benefits as a result of the award of some of the contracts awarded by DCS to BOSASA and its affiliates.
- Two tenders, namely, the kitchen tender and the access control tender were irregularly extended
- BOSASA and its affiliates were responsible for drafting bid specifications for these tenders.

Shortly after the publication of the proclamation, the SIU commenced with the investigation of the contracts awarded to BOSASA and its affiliates, namely, the kitchens, access control, fencing and television contracts.

The purpose of this report is to refer in terms of section 4(1)(d) of the Act, the evidence gathered by the SIU relative to the abovementioned contract which, in its view, points to the commission of an offence by BOSASA and its affiliates and the persons mentioned in this report, to the Acting National Director of Public Prosecutions (NDPP) and further, to advise the DCS in terms of section 5(7) of the Act, that the evidence gathered by the SIU justifies the institution of legal proceedings by it against BOSASA and its affiliates and the persons mentioned in this report."

The said report is a 75 page document dealing with issues such as the DCS procurement policy, the structure of the BOSASA Group of Companies,



PROPOSED RACKETEERING MEMORANDUM – CONFIDENTIAL DOCUMENT – 8 AUGUST 2013

Commissioner Mti's formal relationship with BOSASA and a detailed analysis of **four contracts** to wit, the Kitchens Tender (HK2/2004), the Access Control Tender (HK2/2005), the Fencing Tender (HK24/2005) and the Television System Tender (HK25/2005). The last section of the report deals with the **benefits** said to have been received by Patrick O'Connell Gillingham and Commissioner Mti.

The report gives a summary of its findings and thereafter *inter alia* recommends that the NDPP considers instituting **criminal proceedings** against Gillingham, Commissioner Mti, BOSASA, the latter's office bearers and to the extent that Mansell, Agrizzi and Smit may not be office bearers of BOSASA, that they also be considered for prosecution in their personal capacities. The same recommendation was made in respect of all **four** the **contracts or tenders** that was under investigation to the SIU.

The SIU report refers to **seventeen** prominent role players including Gillingham, Mti, Agrizzi, Mansell, Dr Jurgen Smith, Carlos Bonifacio, Andries van Tonder and Frans Vorster. The draft charge sheet *inter alia* refers to these individuals as Accused 1, Accused 2, Accused 3, Accused 4, Accused 6, Accused 8, Accused 9 and Accused 10. (Compare SIU report page xvii)

The SIU report recommended the **criminal prosecution** of BOSASA. The (provisional) draft charge not only refers to **Bosasa Operations (Pty) Ltd**, but also includes Sondolo IT (Pty) Ltd and Phezulu Fencing (Pty) Ltd. These legal entities are listed in the (provisional) draft charge sheet as Accused No's 11, 12 and 13 respectively.

The summary of the facts, the internal structure of the BOSASA Group of Companies, the office bearers of BOSASA and the affiliated entities are described in detail in the SIU report and will therefore not be repeated in this memorandum. (Compare p. 14 – 16 of the SIU report) The timeline in respect of the Kitchen tender are found on page 19 of the SIU report. The timeline in respect of the Access Control tender is found on p. 31 whilst the Fencing and TV System timelines are found on p.41 – 42 and page 52 – 53 respectively. The List of Activities (Annexure A to the charge sheet) follows the same method. The timeline and the dates mentioned in the SIU report can thus be compared with the charge sheet timeline, should further clarity be required in respect of the 149 activities mentioned in Annexure A.

The Kitchen Tender – SIU report p. 17 – 28
The Access Control Tender – SIU report p. 29 – 40
The Fencing Tender – SIU report p. 41 – 51
The TV System Tender – SIU report p. 52 - 61

The following facts mentioned in the SIU report have *inter alia* been confirmed during the SAPS investigation of the case:

- That BOSASA and / or its staff were involved with the drafting (writing) of the Bid Specifications for the various tenders. [Confirm and Expand]



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- W.D. Mansell not only made various direct payments into the bank account of Patrick O'Connell Gillingham but he also made a substantial number of other payments that would later benefit Mr. Gillingham [Compare Items 49, 81, 88, 89, 92, 94, 103, 105, 108, 115, 120, 135 and 141 on the Provisional List of Racketeering Activities]
- Frans Vorster (of BOSASA) was involved in the purchase of the Mercedes Benz E270 CDI A, the Volkswagen Polo purchased from Lindsay Saker Krugersdorp and the Mercedes Benz E230 CDI. These three (3) vehicles were for the personal use of Patrick O'Connell Gillingham or his children. [Confirm number of cars] + [Provisional List of Activities Items 11, 28, 128 and 144]
- The involvement of Angelo Agrizzi is evident from the fact that he signed various contracts on behalf of BOSASA, this includes the Kitchen Contract. He was also involved in the amount of R180 000.00 that was channeled through the bank account of Carlos Bonifacio of BOSASA. [Compare Items 9, 23, 70, 145 and 146]
- Riaan Riekle Hoeksma was involved with the purchase of Erf 61 Sagewood Extension 1, the erection of the 5 bedroom dwelling constructed on the premises as well as the construction of the 5 bedroom dwelling erected for Patrick O'Connell Gillingham on Erf 106, Midstream Estate. Riekle Construction (an entity under the control of Riaan Hoeksma) was involved with the payment in respect of the architectural drawings in respect of Erf 971, Midstream Estate. His further involvement will become evident from the Forensic Audit Report. [Compare Items 24, 53, 57, 67, 69, 107, 112, 133 and 137]
- Dr. Jurgen George Smith was involved with the entities that use the word "Concilium" as part of their name. His full involvement in the racketeering enterprise will become clear from the Forensic Audit Report but preliminary investigations points to his involvement with the purchase of the Mercedes Benz E270 CDI A that was ordered for Patrick O'Connell Gillingham during October 2004. [Compare Item 28 of the Provisional List of Activities]
- Gavin Joseph Watson was the Chief Executive Officer of the BOSASA Group of Companies. His personal involvement in the **four tenders** forming the subject of the investigation, will become evident from the electronic evidence as well as the considerable financial gain that the BOSASA Group of Companies obtained from their **corrupt relationship** with the BOSASA Group of Companies, its employees and associated persons.

C. MODUS OPERANDI

The modus operandi consisted of a series of repetitive activities involving the writing of bid specifications that favored the BOSASA Group of Companies, tampering with evaluation criteria, progressively increasing the BOSASA sphere of influence within the Department of correctional services, ensuring that the BOSASA stranglehold on the Department and its officials is systematically increased.



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November 2005 – BOSASA “confident” of getting the TV System Bid (Locate Document)

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D. IDENTIFICATION OF THE ACCUSED

- (i) **Patrick O’Connell Gillingham - ACCUSED No.1**
- (ii) **Linda Morris Mti - ACCUSED No. 2**
- (iii) **Angelo Agrizzi - ACCUSED No. 3**
- (iv) **William Daniel Mansell - ACCUSED No. 4**
- (v) **Riaan Riekele Hoeksma - ACCUSED No. 5**
- (vi) **Jurgen George Smith - ACCUSED No. 6**
- (vii) **Gavin Joseph Watson - ACCUSED No. 7**
- (viii) **Carlos Joao da Costa M. Bonifacio - ACCUSED No. 8**
- (ix) **Andries Johannes J. van Tonder - ACCUSED No. 9**
- (x) **Frans Hendrik Steyn Vorster - ACCUSED No. 10**
- (xi) **BOSASA Operations (Pty) Ltd - ACCUSED No. 11**
- (xii) **Sondolo IT (Pty) Ltd - ACCUSED No. 12**
- (xiii) **Phezulu Fencing (Pty) Ltd - ACCUSED No. 13**
- (xiv) **Consilium Properties CC - ACCUSED No. 14**
- (xv) **Consilium Business Consultants (Pty) Ltd - ACCUSED No. 15**
- (xvi) **Consilium Management Services (Pty) Ltd - ACCUSED No. 16**
- (xvii) **Autumn Storm Investments 119 (Pty) Ltd - ACCUSED No. 17**
- (xviii) **Riekele Konstruksie BK - ACCUSED No. 18**
- (xix) **RRH Property Development (Pty) Ltd - ACCUSED No. 19**
- (xx) **Hoeksma Broers BK - ACCUSED No. 20**
- (xxi) **Lebonke Trading CC - ACCUSED No. 21**
- (xxii) **Rand Bricks (Pty) Ltd - ACCUSED No. 22**



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(xxiii) Rapitrade 273 (Pty) Ltd - ACCUSED No. 23

(xxiv) Die Rugba Trust - ACCUSED No. 24

(xxv) Hookama Familie Trust - ACCUSED No. 25

(xxvi) Grande Four Property Trust - ACCUSED No. 26

(xxvii) W.D. & J Mansell t/a Grande Four Ranches - ACCUSED No. 27

E. Analysis of the Evidence

The Enterprise – The Department of Correctional Services and the BOSASA Group of Companies and Associated Entities

8. The Act defines an 'Enterprise' as

"..... including any individual, partnership, corporation, association, or other juristic person or legal entity, and any union or group of individuals associated in fact, although not a juristic person or legal entity";

9. The Department of Correctional Services ("DCS") as well as the BOSASA Group of Companies (*inter alia* consisting of BOSASA Operations (Pty) Ltd, Sondolo IT (Pty) Ltd and Phezulu Fencing (Pty) Ltd, are enterprise(s) within the meaning of Section 1 (1) of the Prevention of Organized Crime Act, No. 121 of 1998 ("POCA"), being juristic person(s) within the meaning of that section. The Department of Correctional Services as well as its partnership enterprise, BOSASA Operations (Pty) Ltd functioning under the auspices of the BOSASA Group of Companies, provided the accused with the continuity of structure under which to conduct their unlawful activities.

Roles of the Accused in the Enterprise

10. Accused No. 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 were managers of the enterprise both by active performance and by virtue of them being principal members of the enterprise.

11. Accused No. XXXX actively associated themselves with the enterprise by facilitating and participating in the commission of offences to benefit the enterprise.

12. Accused No. XXXX received or retained property derived directly or indirectly from a pattern of racketeering activity.

12 Accused No. XXXX received or retained property on behalf of the enterprise that derived from or through a pattern of racketeering activity.

Accused No. XXXX used any property or invested any property directly or



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indirectly *on behalf of any enterprise* or in (the) acquisition of any interest in or the establishment or operation or activities of the enterprise to wit BOSASA Operations (Pty) Ltd and / or the BOSASA Group of Companies.

15. Etcetera

F. List of Proposed Charges

COUNT	ACCUSED	CHARGE
1.	All Accused	Contravention of section 2(1)(e) of POCA – Participating in the Conduct of an Enterprise
THE SUBSTANTIVE CHARGES		
Sub count 1	Accused 1	Contravention of section 2(1)(f) of POCA – Managing an Enterprise
Sub count 2	Accused 2	Contravention of section 2(1)(f) of POCA – Managing an Enterprise
Sub count 3	Accused 3	Contravention of section 2(1)(f) of POCA – Managing an Enterprise
Sub count 4	Accused 4	Contravention of section 2(1)(f) of POCA – Managing an Enterprise
Sub count 5	Accused 5	Contravention of section 2(1)(f) of POCA – Managing an Enterprise
Sub count 6	Accused 6	Contravention of section 2(1)(f) of POCA – Managing an Enterprise
Sub count 7	Accused 7	Contravention of section 2(1)(f) of POCA – Managing an Enterprise
Sub count 8	Accused 8	Contravention of section 2(1)(f) of POCA – Managing an Enterprise
Sub count 9	Accused 9	Contravention of section 2(1)(f) of POCA – Managing an Enterprise
Sub count 10	Accused 10	Contravention of section 2(1)(f) of POCA – Managing an Enterprise

G. SUMMARY OF THE CASE

The summary of the case is set out in the preamble to the draft charge sheet attached to this memorandum as **Annexure B**.



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H. STATEMENT OF THE LAW

17. Chapter 2 of Act No 121 of 1998 (POCA) contains prohibitions regarding racketeering activities. It consists of seven sub-sections.

All six substantive sub-sections (2(1) (a) – 2(1) (f)) require proof of the existence of an "enterprise" and "a pattern of racketeering activities".

In casu the relevant sub-sections are;

Section 2(1) (b) (Receives or retains property on behalf of the enterprise).

- (i) Any person who, receives or retains, directly or indirectly, on behalf of any enterprise; and
- (ii) Knows or ought reasonably to have known that such property derived or is derived from or through a pattern of racketeering activity commits an offence.

Section 2(1)(e) (Participate in the affairs of the enterprise)

Any person who - whilst managing or employed by or associated with any enterprise, conducts or participates in the conduct, directly or indirectly, of such enterprise's affairs through a through a pattern of racketeering, commits an offence.

Section 4(a) (Money laundering)

Any person who knows or ought reasonably to have known that property is or forms part of the proceeds of unlawful activities and enters into any agreement or engages in any arrangement or transaction with anyone in connection with that property, whether such agreement, arrangement or transaction is legally enforceable or not, shall be guilty of an offence.

Section 5(a) - Any person who knows or ought reasonably to have known that



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another person has obtained the proceeds of unlawful activities, and who enters into any agreement with anyone or engages in any arrangement or transaction whereby the retention or the control by or on behalf of the said other person of the proceeds of unlawful activities is facilitated, shall be guilty of an offence.

The Enterprise

An "enterprise" is defined in Section 1(1) as:

"any individual, partnership, corporation, association, or other juristic person or legal entity, and any union or group of individuals associated in fact, although not a juristic person or legal entity".

An "enterprise" is established by proving that it has

- (a) A common or shared purpose
- (b) A formal or informal structure
- (c) A system of authority
- (d) Continuity

There is sufficient evidence to prove that the accused are associated in fact and that they had a shared or common purpose that existed over several years.

The unlawful activities consisted of the acts committed by the accused as enunciated in the indictment and statement of the facts.

The Pattern of Racketeering Activity

A "pattern of racketeering activity" is defined in Section 1(1) as:

"the planned, ongoing, continuous or repeated participation or involvement in any offence referred to in Schedule 1 and includes at least two offences



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referred to in Schedule 1, of which one of the offences occurred within 10 years after the commencement of this Act and the last offence occurred within 10 years (excluding any period of imprisonment) after the commission of such prior offence referred to in Schedule 1".

The accused committed more than two Schedule one offences during the period(s), as stipulated in the Indictment.

The requirement that one offence must have occurred after 1999 and the other within ten years of the last offence, has been met. [None of the offences occurred prior to the year 2002]

The committed offences are connected in that they were part of a planned, ongoing, continuous or repeated occurrence.

Taking into account the number of offences, the period of time, over which they were committed, as well as the continuous offences committed and roles played by each accused, a pattern of racketeering activity existed.

The requirement that the accused be associated with the enterprise has therefore been met.

I. POCA RACKETEERING POLICY

J. ANTICIPATED DEFENCES

K. ASSET FORFEITURE UNIT

L. CONCLUSION



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ADV. M.C. DE KOCK
DEPUTY DIRECTOR OF PUBLIC PROSECUTIONS
SCCU - PRETORIA

Provisional Draft Authorization – Section 2(4) of Act 121 of 1998

**AUTHORISATION IN TERMS OF SECTION 2(4) OF THE PREVENTION OF
ORGANISED CRIME ACT, ACT NO 121 OF 1998**

THE STATE VERSUS:

- 1. PATRICK O'CONNELL GILLINGHAM**
 - 2. LINDA MORRIS MTI**
 - 3. ANGELO AGRIZZI**
 - 4. WILLIAM DANIEL MANSELL**
 - 5. RIAAN RIEKELE HOEKSMAN**
 - 6. JURGEN GEORGE SMITH**
 - 7. GAVIN JOSEPH WATSON**
-
- 8. CARLOS JOAO DA COSTA MONTEIRO BONIFACIO**
 - 9. ANDRIES JOHANNES JACOBUS VAN TONDER**
 - 10. FRANS HENDRIK STEYN VORSTER**
 - 11. BOSASA OPERATIONS (PTY) LTD**
 - 12. SONDOLO IT (PTY) LTD**
-
- 3. PHEZULU FENCING (PTY) LTD**
 - 4. CONSILIUM PROPERTIES CC**



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15. CONSILIUM BUSINESS CONSULTANTS (PTY) LTD
16. CONSILIUM MANAGEMENT SERVICES (PTY) LTD
17. AUTUMN STORM INVESTMENTS 119 (PTY) LTD
18. RIEKELE KONSTRUKSIE BK
19. RRH PROPERTY DEVELOPMENT (PTY) LTD
20. HOEKSMABROERS BK
21. LEBONKE TRADING CC
22. RAND BRICKS (PTY) LTD
23. RAPITRADE 273 (PTY) LTD
24. DIE RUGGA TRUST
25. HOEKSMAFAMILIE TRUST
26. GRANDE FOUR PROPERTY TRUST
27. W.D. & J MANSELL t/a GRANDE FOUR RANCHES

I, NOMCOBO JIBA, Acting National Director of Public Prosecutions of South Africa, do hereby, in terms of section 2(4), read with sections 1 and 2 of the Prevention of Organised Crime Act, No 121 of 1998, authorize the institution of prosecution in respect of contravention of section 2(1) (e) of the Prevention of Organised Crime Act, No 121 of 1998, against the above named accused.

GIVEN UNDER MY HAND AT PRETORIA on this day of August 2013

(Acting National Director of Public Prosecutions)

PRETORIA – SOUTH AFRICA



PROVISIONAL DRAFT CHARGE SHEET – RACKETEERING – AS PER THE
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**IN THE REGIONAL COURT FOR THE GAUTENG DIVISION HELD AT
PRETORIA**

CASE NO.

In the matter between:

THE STATE

And

Patrick O'Connell Gillingham ACCUSED No. 1

Linda Morris Mti ACCUSED No. 2

Angelo Agrizzi ACCUSED No. 3

William Daniel Mansell ACCUSED No. 4

Riaan Riekele Hoeksma ACCUSED No. 5

Jurgen George Smith ACCUSED No. 6

Gavin Joseph Watson ACCUSED No. 7

Carlos Joao da Costa M. Bonifacio ACCUSED No. 8

Andries Johannes J. van Tonder ACCUSED No. 9

Frans Hendrik Steyn Vorster ACCUSED No. 10

BOSASA Operations (Pty) Ltd ACCUSED No. 11

Indolo IT (Pty) Ltd ACCUSED No. 12

Iezulu Fencing (Pty) Ltd ACCUSED No. 13



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PROVISIONAL DRAFT CHARGE SHEET – RACKETEERING – AS PER THE
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Consilium Properties CC	ACCUSED No. 14
Consilium Business Consultants (Pty) Ltd	ACCUSED No. 15
Consilium Management Services (Pty) Ltd	ACCUSED No. 16
Autumn Storm Investments 119 (Pty) Ltd	ACCUSED No. 17
Riekele Konstruksie BK	ACCUSED No. 18
RRH Property Development (Pty) Ltd	ACCUSED No. 19
Hoeksma Broers BK	ACCUSED No. 20
Lebonke Trading CC	ACCUSED No. 21
Rand Bricks (Pty) Ltd	ACCUSED No. 22
Rapltrade 273 (Pty) Ltd	ACCUSED No. 23
Die Rugga Trust	ACCUSED No. 24
Hoeksma Familie Trust	ACCUSED No. 25
Grande Four Property Trust	ACCUSED No. 26
W.D. & J Mansell t/a Grande Four Ranches	ACCUSED No. 27

PROVISIONAL DRAFT CHARGE SHEET

GENERAL PREAMBLE - RACKETEERING CHARGES



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WHEREAS the Prevention of Organised Crime Act, Act 121 of 1998 (hereinafter referred to as “the Act”) defines in Section 2 thereof various criminal offences with regard to racketeering;

AND WHEREAS the Act defines an ‘Enterprise’ as

“..... including any individual, partnership, corporation, association, or other juristic person or legal entity, and any union or group of individuals associated in fact, although not a juristic person or legal entity”;

AND WHEREAS the Act provides that any person/s who manage[s] the operation or activities of an enterprise and who know[s] or ought reasonably to have known that any person, whilst employed by or associated with that enterprise, conducts or participates in the conduct, directly or indirectly, of such enterprise’s affairs through a pattern of racketeering activity is guilty of a criminal offence; [Section 2(1) (f) of POCA]

AND WHEREAS the Act provides that “*whilst* managing *or* employed by *or* associated with *any enterprise*, conducts or participates in the conduct, directly or indirectly, of such enterprise’s affairs *through a pattern of racketeering activity*” is guilty of an offence; [Section 2(1) (e) of POCA]

AND WHEREAS the Act provides that any person/s who acquires or *maintains*, directly or indirectly, *any interest in* or control of any enterprise through a pattern of racketeering activity is guilty of an offence; [Section 2(1) (d) of POCA]

AND WHEREAS any person/s who *receives or retains* (certain persons *received or retained*) any property *derived*, directly or indirectly, *from* a pattern of racketeering activity; and knows or *ought reasonably to have known* that such property *is so derived*; and *uses or invests*, directly or indirectly, *any part* of such property in (the) acquisition of any interest in, or the establishment or *operation* or activities of, any enterprise, (that is) derived or *is derived from* or (is derived) *through* a pattern of racketeering activity, is guilty of an offence; [Section 2 (1) (a) (i), (ii), (iii) of POCA]

ND WHEREAS any person/s who *receives or retains* any property, directly or directly, *on behalf of any enterprise* and knows or ought reasonably to have



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PROVISIONAL DRAFT CHARGE SHEET – RACKETEERING – AS PER THE INSTRUCTION OF THE ANDPP – CONFIDENTIAL – SUBJECT TO AMENDMENTS – INVESTIGATION STILL IN PROGRESS – 08 AUGUST 2013

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known that such property *derived* or *is derived from* or *through* a pattern of racketeering activity, is guilty of an offence; [Section 2 (1) (b) (i) and (ii) of POCA]

AND WHEREAS any person/s who *uses* or *invests* any property, directly or indirectly, *on behalf of* any enterprise or in acquisition of any interest in, or the *establishment* or *operation* or *activities* of any enterprise; and knows or ought reasonably to have known that such property derived or is derived from or *through a pattern of racketeering activity*; [Section 2(1) (c) (i) and (ii) of POCA]

NOW THEREFORE the State alleges that Accused 1 and 2 (and other individuals) at all relevant times were associated in fact and thus Formed an Enterprise (or) Associated with an Enterprise (or) Participated in the Conduct of an Enterprise (or) Conspired with an Enterprise, as defined in Section 1 of the Act and as intended in Sections 2(1)(a), 2(1)(b), 2(1)(c), 2(1)(d), 2(1)(e), 2(1)(f) or 2(1)(g)

NOW THEREFORE the State alleges that all the Accused and other persons, known and unknown to the State, and directly or indirectly involved therein operated and / or managed the Enterprise and / or participated in the conduct of the affairs of the Enterprise and / or were employed by the Enterprise;

AND that such conduct and or operation and/or management and/or involvement in and/or employment by and/or participation in the conduct of the affairs of the Enterprise *occurred through* a pattern of racketeering activity as set out in **Annexure "A"**.

AND that the offences upon which the Accused are arraigned were committed in order to benefit the Enterprise, its managers, members, employees and persons directly and indirectly involved therein.

DESCRIPTION OF THE CRIMINAL ENTERPRISE

The Criminal Enterprise

1. The Criminal Enterprise consisted of (*but may not have been limited to*) the following individuals, partnerships, corporations, associations, other juristic persons,

by other unions or group of individuals *associated in fact* to wit: Gavin Joseph Watson, Angelo Agrizzi, William Daniel Mansell, Jurgen George Smith, Carlos Joao



PROVISIONAL DRAFT CHARGE SHEET – RACKETEERING – AS PER THE INSTRUCTION OF THE ANDPP – CONFIDENTIAL – SUBJECT TO AMENDMENTS – INVESTIGATION STILL IN PROGRESS – 08 AUGUST 2013

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da Costa Monteiro Bonifacio, Riaan Riekeley Hoeksma, Linda Morris Mti and Patrick O'Connell Gillingham, Andries Johannes Jacobus van Tonder, Frans Hendrik Steyn Vorster, BOSASA Operations (Pty) Ltd, Sondolo IT (Pty) Ltd, Phezulu Fencing (Pty) Ltd, Consilium Properties CC, Consilium Business Consultants (Pty) Ltd, Consilium Management Services (Pty) Ltd, Autumn Storm Investments 119 (Pty) Ltd, Riekeley Konstruksie BK, RRH Property Development (Pty) Ltd, Hoeksma Broers BK, Lebonke Trading CC, Rand Bricks (Pty) Ltd, Rapitrade 273 (Pty) Ltd, Die Rugga Trust, Hoeksma Familie Trust, Grande Four Property Trust, W.D & J Mansell t/a Grande Four Ranches.

The Legitimate Enterprise

1. The Criminal Enterprise described above (and) below, made use of a variety of legitimate entities. These entities existed in the public sector as well as the private sector and included Close Corporations, Companies and Trusts.
2. The boundaries of the Criminal Enterprise by far exceed the narrow boundaries of the legitimate enterprises but made use of the structures they put in place and their sphere(s) of influence, to advance the objectives of the Criminal Enterprise.

The Criminal Enterprise

The Purpose of the Criminal Enterprise

1. To obtain Government Tenders (more particularly tenders issued by the Department of Correctional Services).
2. To increase its sphere of influence within Government and / or to increase the financial influence and / or the monetary benefit derived from new and ongoing Government contracts and / or the interests / rights / privileges / claims and securities and any further interest therein and all the proceeds derived from such activities.
3. To expand the benefits and / or profits derived by the criminal enterprise and / or fruits derived from these unlawful activities.



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PROVISIONAL DRAFT CHARGE SHEET – RACKETEERING – AS PER THE INSTRUCTION OF THE ANDPP – CONFIDENTIAL – SUBJECT TO AMENDMENTS – INVESTIGATION STILL IN PROGRESS – 08 AUGUST 2013

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The Organised Crime Leaders

1. Linda Morris Mti (the Commissioner of the Department of Correctional Services)
2. Patrick O'Connell Gillingham (the Chief Financial Officer of the Department of Correctional Services)
3. Gavin Joseph Watson (the Chief Executive Officer of the BOSASA Group of Companies)
4. William Daniel Mansell a major male businessman and "Consultant" employed by (or) associated with the BOSASA Group of Companies.
5. Dr. Jurgen George Smith, a major male businessman and member of various Close Corporations using the word "Consilium" as part of their business description.
6. Carlos J. M. Bonifacio (the Group Accountant of the BOSASA Group of Companies)
7. Riaan Riekele Hoeksma a major male businessman in the Building Industry,
8. Andries Jacobus Johannes van Tonder
9. Frans Hendrik Steyn Vorster
10. The business entities (Companies, Close Corporations and Trusts) controlled by and / or managed by *and / or associated with* the organised crime leaders as specified above.

The Relationships within the Enterprise

1. Describe the growing relationship(s) between the (Legal) Entities.
2. Describe the personal and / or (corrupt) relationship(s) between the individuals employed by and associated with the Criminal Enterprise.
3. Describe the types of relationships they are involved in (1) Personal Relationships (2) Financial Relationships (3) Corrupt Relationships etc.

The pattern of Racketeering

- 1 The Planning of the Pattern of Activities (Describe)
 - The Ongoing nature of the (pattern of) activities. [Describe]
 - The Continuous nature of the (pattern of) activities. [Describe]



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4. The Repeated participation in the (pattern of) activities. [Describe]
5. The Repeated involvement with the (pattern of) activities. [Describe]

The Nature of the Particular Tenders Awarded to BOSASA

The Kitchen Tender

1. The Appointment of a Service Provider for the Rendering of Catering and Training Services at Various Management Areas. (Seven (7) out off ...)
2. The Contract Period – 3 Years
3. Further extensions of the said contract

The Access Control Tender

1. The Appointment of a Service Provider to (i) Supply, (ii) Deliver (iii) Install (iv) Commission (v) Provide Support and (vi) Maintain a Comprehensive Access Control **and** Body Scanning System **with** CCTV Coverage of Correctional Services Staff and Inmates **at 66 Maximum Security Facilities/Centre's of Excellence.**
2. The Contract Period –
3. Further extensions of the said contract

The Fencing Tender

1. The Appointment of a Service Provider to (i) Supply, (ii) Deliver, and (iii) Commission, Security Outer Perimeter Fences with (or without) Taut Wire Detection Inner Fences **and** CCTV Surveillance Cameras **at Various Centra** within the Department of Correctional Services
2. The Contract Period –
3. Further extensions of the said contract

The Television System Tender

1. The Appointment of a Service Provider to (i) Supply, (ii) Deliver (iii) Install (iv) Commission and (v) Maintain, Television Systems **and** Monitors **to all correctional centre's** within the Department of Correctional Services, the System **must** integrate into the local, regional and national control rooms **and must provide** for effective Video Conferencing Facilities.
2. The Contract Period –

The extensions of the said contract



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The State alleges that the accused is guilty of the following crimes:

COUNT 1

Conducting an Enterprise through a pattern of racketeering activities

(Accused No. 1, 2, 3, 4, 5, 6, 7, 8) [All the Accused]

THAT the accused are guilty of a contravention of Section 2(1)(e) read with sections 1, 2(2) and 3 of Act 121 of 1998.

IN THAT the Accused prior to but including the period 1 June 2003 until 29 October 2010, and at or near PRETORIA and/or KRUGERSDORP in the regional division of Gauteng, wrongfully and unlawfully, whilst managing or employed by or associated with the Enterprise, conducted or participated in the conduct directly or indirectly of the Enterprise's affairs through a pattern of racketeering activity as set out in **Annexure A**

List of Activities - The Conduct or Participation in the Conduct (Directly or Indirectly) of the affairs of the enterprise through a pattern of racketeering activity

THE SUBSTANTIVE CHARGES

(In the alternative to the above and as separate counts)

SUBCOUNT 1

(Accused No. 1) – Patrick O'Connell Gillingham

THAT the accused are guilty of a contravention of Section 2(1)(f) read with sections 1, 2(2) and 3 of Act 121 of 1998.



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IN THAT prior to and during the period 1 June 2003 until 29 October 2010, and at or near PRETORIA and / or KRUGERSDORP in the regional division of Gauteng, the Accused wrongfully and unlawfully managed the operations or activities of an Enterprise, and knew or reasonably ought to have known, that any person to wit, **Linda Morris Mti, Angelo Agrizzi, William Daniel Mansell, Riaan Riekele Hoeksma, Jurgen George Smith, Gavin Joseph Watson** and other persons known and unknown to the State, whilst employed by or associated with that Enterprise, **conducted or participated in the conduct, directly or indirectly**, of such Enterprise's affairs through a pattern of racketeering activity as set out in **Annexure A**

List of Activities (Direct and Indirect) participation in (or) conduct of the (Criminal) Enterprise through a pattern of racketeering activities) by the persons employed by or associated with that Enterprise – List of Activities mentioned in **Annexure A**

SUBCOUNT 2

(Accused No. 2) – Linda Morris Mti

THAT the accused are guilty of a contravention of Section 2(1)(f) read with sections 1, 2(2) and 3 of Act 121 of 1998.

IN THAT prior to and during the period 1 June 2003 until 30 November 2006, and at or near PRETORIA and / or KRUGERSDORP in the regional division of Gauteng, the Accused wrongfully and unlawfully managed the operations or activities of an Enterprise, and knew or reasonably ought to have known, that any person to wit, **Patrick O'Connell Gillingham, Angelo Agrizzi, William Daniel Mansell, Riaan Riekele Hoeksma, Jurgen George Smith, Gavin Joseph Watson** and other persons known and unknown to the State, whilst employed by or associated with that Enterprise, **conducted or participated in the conduct, directly or indirectly**, of such Enterprise's affairs through a pattern of racketeering activity as set out in **Annexure A**



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SUBCOUNT 3

(Accused No. 3) – Angelo Agrizzi

THAT the accused are guilty of a contravention of Section 2(1)(f) read with sections 1, 2(2) and 3 of Act 121 of 1998.

IN THAT prior to and during the period 1 June 2003 until 31 March 2007, and at or near PRETORIA and / or KRUGERSDORP in the regional division of Gauteng, the Accused wrongfully and unlawfully managed the operations or activities of an Enterprise, and knew or reasonably ought to have known, that any person to wit, **Patrick O'Connell Gillingham, Linda Morris Mti, William Daniel Mansell, Riaan Riekele Hoeksma, Jurgen George Smith, Gavin Joseph Watson** and other persons known and unknown to the State, whilst employed by or associated with that Enterprise, **conducted or participated in the conduct, directly or indirectly**, of such Enterprise's affairs through a pattern of racketeering activity as set out in **Annexure A**

List of Activities (Direct and Indirect) participation in (or) conduct of the (Criminal) Enterprise through a pattern of racketeering activities) by the persons employed by or associated with that Enterprise – List of Activities mentioned in Annexure A

SUBCOUNT 4

(Accused No. 4) – William Daniel Mansell

THAT the accused are guilty of a contravention of Section 2(1)(f) read with sections 1, 2(2) and 3 of Act 121 of 1998.



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IN THAT prior to and during the period 1 June 2003 until 31 March 2007, and at or near PRETORIA and / or KRUGERSDORP in the regional division of Gauteng, the Accused wrongfully and unlawfully managed the operations or activities of an Enterprise, and knew or reasonably ought to have known, that any person to wit, **Patrick O'Connell Gillingham, Linda Morris Mti, Angelo Agrizzi, Riaan Riekele Hoeksma, Jurgen George Smith, Gavin Joseph Watson** and other persons known and unknown to the State, whilst employed by or associated with that Enterprise, **conducted or participated in the conduct, directly or indirectly**, of such Enterprise's affairs through a pattern of racketeering activity as set out in **Annexure A**

List of Activities (Direct and Indirect) participation in (or) conduct of the (Criminal) Enterprise through a pattern of racketeering activities) by the persons employed by or associated with that Enterprise – List of Activities mentioned in **Annexure A**

SUBCOUNT 5

(Accused No. 5) – Riaan Riekele Hoeksma

THAT the accused are guilty of a contravention of Section 2(1)(f) read with sections 1, 2(2) and 3 of Act 121 of 1998.

IN THAT prior to and during the period 1 June 2003 until 31 March 2007, and at or near PRETORIA and / or KRUGERSDORP in the regional division of Gauteng, the Accused wrongfully and unlawfully managed the operations or activities of an Enterprise, and knew or reasonably ought to have known, that any person to wit, **Patrick O'Connell Gillingham, Linda Morris Mti, Angelo Agrizzi, William Daniel Mansell, Jurgen George Smith, Gavin Joseph Watson** and other persons known and unknown to the State, whilst employed by or associated with that Enterprise, **conducted or participated in the conduct, directly or indirectly**, of such Enterprise's affairs through a pattern of racketeering activity as set out in **Annexure**

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SUBCOUNT 6

(Accused No. 6) – Jurgen George Smith

THAT the accused are guilty of a contravention of Section 2(1)(f) read with sections 1, 2(2) and 3 of Act 121 of 1998.

IN THAT prior to and during the period 1 June 2003 until 31 March 2007, and at or near PRETORIA and / or KRUGERSDORP in the regional division of Gauteng, the Accused wrongfully and unlawfully managed the operations or activities of an Enterprise, and knew or reasonably ought to have known, that any person to wit, *Patrick O'Connell Gillingham, Linda Morris Mti, Angelo Agrizzi, William Daniel Mansell, Riaan Riekele Hoeksma, Gavin Joseph Watson* and other persons known and unknown to the State, whilst employed by or associated with that Enterprise, *conducted or participated in the conduct, directly or indirectly*, of such Enterprise's affairs through a pattern of racketeering activity as set out in *Annexure A*

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SUBCOUNT 7

(Accused No. 7) – Gavin Joseph Watson

THAT the accused are guilty of a contravention of Section 2(1)(f) read with sections 1, 2(2) and 3 of Act 121 of 1998.



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IN THAT prior to and during the period 1 June 2003 until 29 October 2010, and at or near PRETORIA and / or KRUGERSDORP in the regional division of Gauteng, the Accused wrongfully and unlawfully managed the operations or activities of an Enterprise, and knew or reasonably ought to have known, that any person to wit, **Patrick O'Connell Gillingham, Linda Morris Mti, Angelo Agrizzi, William Daniel Mansell, Riaan Riekele Hoeksma, Jurgen George Smith** and other persons known and unknown to the State, whilst employed by or associated with that Enterprise, **conducted or participated in the conduct, directly or indirectly**, of such Enterprise's affairs through a pattern of racketeering activity as set out in **Annexure A**

List of Activities (Direct and Indirect) participation in (or) conduct of the (Criminal) Enterprise through a pattern of racketeering activities) by the persons employed by or associated with that Enterprise – List of Activities mentioned in **Annexure A**

SUBCOUNT 8

(Accused No. 8) – Carlos J.M. Bonifacio

THAT the accused are guilty of a contravention of Section 2(1)(f) read with sections 1, 2(2) and 3 of Act 121 of 1998.

IN THAT prior to and during the period 1 June 2003 until 29 October 2010, and at or near PRETORIA and / or KRUGERSDORP in the regional division of Gauteng, the Accused wrongfully and unlawfully managed the operations or activities of an Enterprise, and knew or reasonably ought to have known, that any person to wit, **Patrick O'Connell Gillingham, Linda Morris Mti, Angelo Agrizzi, William Daniel Mansell, Riaan Riekele Hoeksma, Jurgen George Smith, Gavin Joseph Watson** and other persons known and unknown to the State, whilst employed by or associated with that Enterprise, **conducted or participated in the conduct, directly or indirectly**, of such Enterprise's affairs through a pattern of racketeering activity as set out in **Annexure A**



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SUBCOUNT 9

(Accused No. 9) – Andries Johannes J. van Tonder

THAT the accused are guilty of a contravention of Section 2(1)(f) read with sections 1, 2(2) and 3 of Act 121 of 1998.

IN THAT prior to and during the period 1 June 2003 until 29 October 2010, and at or near PRETORIA and / or KRUGERSDORP in the regional division of Gauteng, the Accused wrongfully and unlawfully managed the operations or activities of an Enterprise, and knew or reasonably ought to have known, that any person to wit, *Patrick O'Connell Gillingham, Linda Morris Mti, Angelo Agrizzi, William Daniel Mansell, Riaan Riekele Hoeksma, Jurgen George Smith, Gavin Joseph Watson, Carlos Joao da Costa Monteiro Bonifacio* and other persons known and unknown to the State, whilst employed by or associated with that Enterprise, **conducted or participated in the conduct, directly or indirectly**, of such Enterprise's affairs through a pattern of racketeering activity as set out in *Annexure A*

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SUBCOUNT 10

(Accused No. 10) – Frans Hendrik Steyn Vorster

THAT the accused are guilty of a contravention of Section 2(1)(f) read with sections 1, 2(2) and 3 of Act 121 of 1998.



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IN THAT prior to and during the period ~~1 June 2003 until 29 October 2010~~, and at or near PRETORIA and / or KRUGERSDORP in the regional division of Gauteng, the Accused wrongfully and unlawfully managed the operations or activities of an Enterprise, and knew or reasonably ought to have known, that any person to wit, **Patrick O'Connell Gillingham, Linda Morris Mti, Angelo Agrizzi, William Daniel Mansell, Riaan Riekele Hoeksma, Jurgen George Smith, Gavin Joseph Watson, Carlos Joao da Costa Monteiro Bonifacio, Andries Johannes J. van Tonder** and other persons known and unknown to the State, whilst employed by or associated with that Enterprise, **conducted or participated in the conduct, directly or indirectly**, of such Enterprise's affairs through a pattern of racketeering activity as set out in **Annexure A**

List of Activities (Direct and Indirect) participation in (or) conduct of the (Criminal) Enterprise through a pattern of racketeering activities) by the persons employed by or associated with that Enterprise – List of Activities mentioned in **Annexure A**



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PROVISIONAL LIST OF RACKETEERING ACTIVITIES – POC Gillingham + L.M.
Mti – NOTE – THIS LIST IS STILL INCOMPLETE and SUBJECT to AMENDMENTS
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RACKETEERING CHARGE SHEET – 08 August 2013

Racketeering – Provisional List of Activities LMM & POC

Activities Numbered from 1 to 149

1. During 2003 Patrick O'Connell Gillingham was assigned the task to drive the process of the implementation of the so-called "three meal system". He thereafter gave regular feedback at EMC/MCC meetings regarding the progress made with the implementation of the three meal system.
2. On 10 May 2004, Chief Deputy Commissioner Tshivhase informed DCS staff members that Patrick O'Connell Gillingham would be the Project Manager of the Kitchen Tender project.
3. On 10 May 2004, Willem Pretorius, an Assistant Director: Tender Management, within the Department of Correctional Services received instruction to initiate a tender process in respect of the outsourcing of catering and training services at various management areas for a period of three (3) years.
4. During the period between the 10th and the 13th of May 2004, Patrick O'Connell Gillingham had several meetings with staff members and provided them with a hard copy document with draft Bid Specifications in respect of the Kitchen Tender.
5. The Departmental request for the publication of the Official Tender Notice in respect of Bid Invitation for HK 2/2004 was faxed through to the Government Printers on 13 May 2004. This activity was performed as a result of the instructions given to staff members of DCS.



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6. On the 19th of May 2004 Linda Morris Mti approved the process “to invite bids for the rendering of catering and training services for a three year period”.

7. As a result of these instructions, the final Bid Specifications used for the Kitchen Tender (HK 2/2004) was published in the relevant Government Gazette on the 21st of May 2004.

8. On 1 June 2004, Linda Morris Mti, appointed Patrick O’Connell Gillingham as Chief Financial Officer of the Department of Correctional Services.

9. The compulsory information session held on the 4th of June 2004, was attended by various employees of the BOSASA Group of Companies. Angelo Agrizzi attended on behalf of the BOSASA Group. The compulsory information session mentioned above, was chaired by Patrick O’Connell Gillingham.

10. On 8 June 2004, Linda Morris Mti, gave Patrick O’Connell Gillingham a written warning in respect of “Allegations of Misconduct”. The report mentioned allegations of fraud, inappropriate relationships, maladministration and intimidation of staff. [Compare SIU report p. 23]

11. On 11 June 2004, Frans Hendrik Vorster, submitted an offer to purchase in respect of a Mercedes Benz E270 CDI A that would later be registered in the name of Patrick O’Connell Gillingham.

12. On 15 June 2004, the Mercedes Benz E270 CDI A mentioned above was ordered from “Grand Central Motors” (Midrand)

13. On 15 June 2004, Patrick O’Connell Gillingham prepared a memorandum entitled “Appointment of Bid Evaluation Committee: Bid HK2/2004: Rendering of Catering and Training Services”. Patrick O’Connell Gillingham recommended that he be appointed as chairperson of the BEC. The memorandum was formally signed on 8 June 2004.



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14. The closing date for this bid (HK 2/2004) was stipulated as 25 June 2004.
15. On 26 June 2004 a person referred to as "Danny" created the "Supplementary Evaluation Criteria" mentioned below.
16. On 6 July 2004, Hendrik Truter (at that time a clerk: tenders with the Department of Correctional Services) received a document with the title "Supplement to Evaluation Criteria". This document was provided to him by Patrick O'Connell Gillingham and had to be included in the documents to be prepared for the Bid Evaluation Committee.
17. On 8 July 2004 the Bid Evaluation Committee (BEC) convened to commence with the evaluation of the bids. Patrick O'Connell Gillingham was the chairperson of the Bid Evaluation Committee.
18. On 8 July 2004 Patrick O'Connell Gillingham, as chairperson of the BEC signed a declaration of interest and a code of conduct, relevant to benefits received. The declaration was in respect of the kitchen tender. [Rework]
19. On 9 July 2004, Linda Morris Mti was requested to appoint members to the National Bid Adjudication Committee (NBAC). The document submitted to the Commissioner for his signature was signed by Patrick O'Connell Gillingham in his position as CDC Finance. The Commissioner approved of the process on 13 July 2004.
20. On 20 July 2004, the Bid Evaluation Committee of the Department made the recommendation that BOSASA Operations be awarded the Kitchen Tender Bid in respect of all seven (7) the management areas. The Director Procurement stated the following: *"It could be mentioned that no interest was declared by any of the committee members and that all of them signed the code of conduct"* The



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chairperson of the BEC signed the memorandum with the recommendations on 23 July 2004.

21. On 22 July 2004, and flowing from the procurement process Linda Morris Mti, signed the appointment letters of six (6) members of the National Bid Adjudication Committee (NBAC) to adjudicate on the recommendations in respect of the Kitchen Tender (HK 2/2004).

22. The National Bid committee convened on 27 July 2004 with the singular purpose to consider the appointment of a service provider for the rendering of catering and training services at various management areas for a period of three (3) years namely from 1 August 2004 until 31 July 2007.

23. On 29 July 2004 the contract between DCS and BOSASA Operations was signed in Pretoria. Johannes Gumede and Angelo Agrizzi represented BOSASA Operations (Pty) Ltd, whilst Patrick O'Connell Gillingham and others, represented the Department. The contract awarded to BOSASA had a value of R718 283 084.07.

23A On 26 August 2004, the Glen Volkswagen prepared an offer to purchase ("Cash on Delivery") in respect of a new Volkswagen Golf 5, indicating the purchaser as Patrick O'Connell Gillingham. The purchase amount was indicated as R196 959.96.

24. On 30 August 2004 a cheque in the amount of R196 959.97 issued by Dr. J.G. Smith from his Nedbank current account with account number 1928031803 was deposited into the current account of Patrick O'Connell Gillingham with account number 1012851592 held at ABSA Bank.

25. On 1 September 2004, funds in the amount of R196 959.97 were electronically transferred to a dealership known as The Glen Volkswagen by Patrick O'Connell Gillingham.



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26. On 1 September 2004 the Glen Volkswagen received an order document from BOSASA Operations (Pty) Ltd for one (1) set of mud guards and a 6 disk CD shuttle. These items to the value of R4050.04 had to be fitted to the Volkswagen Golf 1.6 mentioned above. BOSASA paid for these expenses on 21 September 2004.
18. On 8 September 2004, a Volkswagen Golf 1.6, with the license number RMD413GP was registered in the name of Patrick O'Connell Gillingham.
19. On 13 September 2004, Linda Morris Mti, signed an offer to purchase a vacant stand in a security estate referred to as Savannah Hills.
20. The deposit in the amount of R10 000.00 was paid into the bank account of the transferring attorneys on 14 September 2004.
21. On 17 September 2004, Montagu Homes, accepted an offer to purchase a vacant stand, situated in a security estate referred to as Savanna Hills.
22. On 21 September 2004, BOSASA made a payment to the Glen Volkswagen, in respect of the mud guards and CD shuttle that was fitted to the Volkswagen Golf 1.6 that was registered in the name of Patrick O'Connell Gillingham.
23. On 29 September 2004 the transaction to purchase Efr 61, Sagewood Extension 1 from Montagu Homes, was cancelled on the request of the purchaser, Linda Morris Mti.
24. On 4 October 2004, Autumn Storm Investments (Pty) Ltd as represented by Riaan Riekele Hoeksma, signed an offer to purchase Erf 61, Sagewood Extension. The purchase price of the property was given as R395 000.00.
25. On 5 October 2004, Montagu Homes, congratulated Autumn Storm and Mr. Hoeksma, on the acquisition of the property.



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26. During October 2004, Martha Jacoba Zietsman of HMZ Architects and Developers CC had interviews with Linda Morris Mti in respect of a double story house to be designed to his specifications.
27. On 12 October 2004, the Mercedes Benz E270 CDI A ordered by Frans Hendrik Steyn Vorster of BOSASA, arrived at Grand Central Motors (Midrand).
28. On 12 October 2004 Dr. Jurgen Smith issued a cheque with number 348 for R155 000.00 to Patrick O'Connell Gillingham. This enabled Gillingham to make the deposit payment in the amount of R120 281.00 in respect of the Mercedes Benz E270 CDI A previously ordered by Frans Vorster.
29. On 13 October 2004 Grand Central Motors (Midrand) was presented with amended offer to purchase. The signature of Patrick O'Connell Gillingham appears on the document.
30. On 13 October 2004, Patrick O'Connell Gillingham, made a deposit payment in the amount of R120 281.00, in respect of the Mercedes Benz E270 CDI A, mentioned above.
31. The Mercedes Benz E270 CDI A, was delivered to Patrick O'Connell Gillingham on 15 October 2004.
32. On the 22 October 2004 the architect Mrs. Zietsman, received a payment in respect of the services that she had rendered. [Confirm – Payment in respect of Mti]
33. On 30 October 2004 an amount of R2500.00 was paid into the bank account of Patrick Gillingham. The amount mentioned above was a deposit payment in respect of an overseas trip for Megan Gillingham that was due in June 2005.



4. On 16 November 2004, Patrick O'Connell Gillingham and others attended a meeting called by the Commissioner of Correctional Services. They were made

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aware of the fact that ~~R90 Million~~ was available for the procurement of security equipment and that the money had to be spent before 31 March 2005. This was the event that started the Departmental proceedings that later resulted in the advertising of the Access Control bid. [Starting dates to be moved forward]

35. On 3 December 2004, Patrick O'Connell Gillingham, requested prices for security equipment from the Department of Public Works. The process had the support of Linda Morris Mti.

On 3 December 2004 S.S. Mlombile made the following note on a document "AJCV 3" – *"The Commissioner wants the option of DCS buying without the help of the Department of Public Works explored as he fears DPW may not respond on time before the end of the financial year."*

36. On 8 December 2004, AJC Venter received an instruction from Patrick O'Connell Gillingham, informing him that the Commissioner of DCS instructed that security equipment must be procured by the Department of Correctional Services and not by the Department of Public Works. A document with the title "Need for Security Equipment: Various Correctional Centre's" was subsequently signed by Linda Morris Mti on 21 December 2004. (HK2/2005)

37. On 9 December 2004, the Director Security Management Services was requested to obtain specifications from the Department of Public Works. These specifications were obtained on the same date and a memorandum relating to the need for security equipment at various correctional centers was sent to Patrick Gillingham and Linda Morris Mti.

On 9 December 2004 bid specification was obtained from the *Department of Public Works*. The specifications (hereinafter only referred to as the *DPW Bid Specifications*) were made available to Patrick O'Connell Gillingham.



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38. On 15 December 2004, Patrick O'Connell Gillingham, made mention of the fact that the procurement process in respect of the Access Control tender had to be expedited and that the first tender bulletin would only be published on 16 January 2005.

39. On 17 December 2004 a cash amount of R17 000.00 was paid over to Jenny's Travel, in respect of an overseas trip for Mr. and Mrs. Gillingham, planned for July 2005.

40. On 21 December 2004, the Linda Morris Mti approved the procurement process for the Access Control Tender and *inter alia* made the following written comments: "We may have three elements in it namely Fence, Scanner and CCTV as specified" and "DCS must try to do this on its own if we are not to experience roll over and further delays from DPW."

41. The process to be followed in respect of the procurement of security equipment (including the erection of security fences at various prisons) was under discussion as early as January 2005. During January 2005, Patrick O'Connell Gillingham indicated that CCTV cameras, X-ray scanners etcetera would be installed as first priority. The erection of security fences would receive attention once the Department knew how much money would be available from the capital budget. [Confirm facts]

42. On 13 January 2005, Jenny's travel received an amount of R22 000.00 in respect of the overseas trip of Mr. and Mrs. Gillingham planned for July 2005. [Cash payment]

43. On 14 January 2005, Hendrik Truter received a set of bid specifications. The words **delivery and commissioning** do not appear in this document and is only added to later versions.

4. On 21 January 2005 the 13 January 2005 payment to Jenny's Travel, was followed by a further cash amount of R2700.00



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45. On 24 January 2005 an e-mail received from "Kobus" was forwarded to Siyabulela Mlombile by Patrick O'Connell Gillingham.

46. On 26 January 2005, the Department of Correctional Services received an electronic copy of the Proposed Bid Specifications for the Access Control Tender, from Patrick O'Connell Gillingham.

On or about the 26th of January 2005, Damons and Venter had a meeting with Patrick Gillingham. They discussed the bid specifications.

47. On 27 January 2005, altered bid specifications were received from Patrick O'Connell Gillingham via a person referred to as "Kobus".

48. On 28 January 2005, Willem Pretorius, received a written request to invite bids in respect of a comprehensive access control system for the Department of Correctional Services. The formal request was contained in a document signed by Mzwandile Sokupa, and was dated the same day. The written request itself was completed in the handwriting of Patrick O'Connell Gillingham. [Rework]

49. On 30 January 2005, an amount of R16 410.00 was paid into the bank account of Patrick O'Connell Gillingham by W.D. Mansell. This was a part payment in respect of the overseas trip of Megan Gillingham during June 2005.

50. On the 31 January 2005, A.J.C. Venter wrote a memorandum addressed to Patrick O'Connell Gillingham and others. Venter *inter alia* made comments on the body scanning equipment mentioned in the Kobus Version of the Bid Specifications. Venter made mention of the fact that *Mlombile* wanted clarity with regard to the bid process and its legitimacy. The legitimacy concerns about the Kobus Version of the Bid Specifications did not deter the Department in adopting it as their own. The bid



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was eventually published in the Government Tender Bulletin of 4 February 2005.
[Rework]

51. On 31 January 2005, Proccrops 157 (Pty) Ltd, as represented by Willem van der Merwe, accepted an offer in the amount of R695 000.00 that was made in respect of Erf 106 Midstream. The offer to purchase Erf 106 was made by Patrick Gillingham.

Note – Minutes of a MCC Meeting dated 1 February 2005. Report on procurement of security equipment by CDC Finance: *"The CDC presented report on the processes followed in the development of the tender process for the procurement of security equipment at correctional centers".* (Discussion of the Report) *"The CDC Central Services expressed a concern that the directorate Information Technology has not had to opportunity to comment on the tender document."*

52. On 4 February 2005 (the date on which the advertisement to invite bids in respect of the Access Control Tender appeared in the Government Tender Bulletin), Sondolo IT did not exist.

53. The construction on Erf 61 Sagewood Extension 1 started on 7 February 2005. The property was improved with the erection of a double story house with five (5) bedrooms and five (5) bedrooms to the value of approximately R2 000 000.00. (Linda Morris Mti)

54. On 8 February 2005 (the date on which the bid documents were issued to "Sordolo"), the company name change had not taken place and the new directors had not been appointed yet.

55. On 14 February 2005 (the date of the compulsory information session arranged by DCS), the Company directors had been in office for four (4) days.



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Note – On 14 February 2005 AJC Venter had a conversation with Gillingham informing him that he did not believe Gillingham to be the author of the Access Control Tender Specifications received from the kobus@bfn.co.za address.

56. On 15 February 2005 a cash amount of R52 027.00 was deposited into the bank account of Van der Merwe Du Toit Ingelyf. The amount of R52 027.00 mentioned above was required for the transfer of Erf 106 into the name of Patrick O'Connell Gillingham. (Possible source BOSASA) [Confirm with Audit Report]

57. The full amount payable in respect of Erf 61 Sagewood Extension 1, namely R392 781.00 was paid on 17 February 2005 from the cheque account of Riekele Konstruksie BK. (R.R. Hoeksma)

58. The project manager for the Access Control Tender, Patrick O'Connell Gillingham, prepared a memorandum entitled "Appointment of Bid Evaluation Committee: Bid HK2/2005: supply, delivery, installation, commissioning, support and maintenance of a comprehensive access control and body scanning system with CCTV coverage of department of correctional services staff and inmates, at 66 maximum security facilities/centre's of excellence ". On 10 March 2005, Linda Morris Mti approved the appointment of the members of the Bid Evaluation Committee on the Access Control Tender.

59. On 16 March 2005 the Bid Evaluation Committee (BEC) convened to commence with the evaluation of the bids. Patrick O'Connell Gillingham was the chairperson of the Bid Evaluation Committee.

60. On 16 March 2005, an amount of R3 957.00 was paid into the bank account of Jenny's Travel in respect of the July 2005 overseas trip of Mr. and Mrs. Gillingham. [Cash payment]

61. The bid evaluation process in respect of the Access Control Tender commenced after a briefing session by Procurement Officials where the Code of Conduct and



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Declaration of Interest was signed by the members of the Bid Evaluation Committee. The evaluation processes were concluded on the 22 March 2005. The Bid Evaluation Committee recommended that the highest scoring bidder namely **Sondolo IT** be accepted and that the total contract price (including maintenance) at the bid price of R236 997 385.31. [Rework – word sequence]

62. Erf 106, Midstream Estate, was registered in the name of Patrick O'Connell Gillingham on 31 March 2005. The commencement date in respect of the mortgage repayments was given as 15 April 2005. Erf 106 was improved with the erection of a double story house with five (5) bedrooms to the value of R1 855 500.00. The relevant dates and activities in respect of the construction of the Gillingham residence are set out below.

63. On 6 April 2005, the memorandum containing the BEC Recommendation mentioned above was signed by POC Gillingham the chairperson of the bid evaluation committee. [Rework]

64. The National Bid Adjudication Committee (NBAC) convened on 11 April 2005 to consider *inter alia* the approval of the Access Control Tender, bid HK 2/2005. The appointment of the recommended bidder namely **Sondolo IT** was approved by the NBAC. Patrick O'Connell Gillingham represented the BEC.

65. On 19 April 2005 the contract between DCS and Sondolo IT was signed in Pretoria. The bid required the supply, delivery, installation, commissioning, support and maintenance of the access control system. The value of the contract was R236 997 385.31. The first year required a payment of R88 794 800.31 whilst the remaining R 148 202 585.00 had to be paid in the remaining four (4) years of the contract. The advertised bid did not make provision for the staffing of the control rooms by the contractor.

66. During March / April 2005, Patrick Gillingham and his wife had various meetings with Mrs. Zietsman, an architect for plans for a residential dwelling on Erf 106



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Midstream Estate. On ~~22 April 2005~~ she issued them with an invoice in the amount of R41 075.00.

67. The residential dwelling erected on Erf 106, was constructed on behalf of Mr. & Mrs. Gillingham by R.R. Hoeksma of Riekele Construction "CC". The Quotation/Specifications was dated 3 May 2005. The estimated start date of the construction was given as 9 May 2005 and the estimated occupation date was 30 November 2005.

68. On 23 May 2005 Linda Morris Mti, suggested to Senior Management, that they should meet away from Head Office and over a weekend. The task of obtaining private funding, was assigned to Patrick O'Connell Gillingham and it was noted in the minutes of the meeting that the "CDC Finance would seek private funding" for a retreat which would most likely take place after the vacancies of Regional Commissioners and Deputy Commissioners have been filled.

69. On 27 May 2005, the property described as Erf 61 Sagewood Extension 1 was registered in the name of Riekele Konstruksie BK.

70. Sondolo IT required 587 individuals to operate the approved access control system. The following is *inter alia* reflected in the minutes of the contract management meetings in relating to this contract: On the 30 May 2005, DCS was informed that 443 operators and 144 supervisors would be required in order to staff all the control rooms. Both Angelo Agrizzi and Patrick O'Connell Gillingham attended this meeting.

71. On the 31 May 2005, *Sondolo IT* undertook to provide DCS with options and motivation for outsourcing. These discussions continued until the mid July 2005.

72. On 9 June 2005, a cheque issued from the account of BOSASA Operations (Pty) Ltd was paid into the bank account of Mrs. Zietsman the architect that assisted Patrick O'Connell Gillingham and Linda Morris Mti.



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73. During the period ~~25 June 2005~~ to 9 July 2005, Megan Gillingham the youngest child of Mr. and Mrs. Gillingham went on a school tour to Europe. The trip arrangements were made by a Close Corporation known as **Travel Showcase**. The value of the tour package was ~~R18 910.00~~.

74. During the period ~~8 July 2005~~ till 27 July 2005, Mr. and Mrs. Patrick Gillingham travelled to Europe on a Trafalgar Tour. The value of the Tour Package was ~~R45 657.00~~. Jenny's Travel rendered the booking services in respect of this trip. The trip was planned months in advance.

75. On ~~12 July 2005~~, the contract management minutes reflect the following under **Staffing Options**: *"The document that was requested by the CDC: Finance (POC Gillingham), on the breakdown of staffing costs was made available to DCS and the proposal has been directed to the Commissioner for his approval"*.

76. On ~~13 July 2005~~, the Deputy Commissioner of Supply Chain Management addressed a memorandum to the Commissioner of DCS. In this memorandum, Linda Morris Mti was requested to give principle approval for the proposed solution of outsourcing the staffing of various control rooms to **Sondolo IT**.

77. On ~~4 August 2005~~, Linda Morris Mti, approved of a memorandum addressed to "Commissioner", in respect of the outsourcing of the staffing of various control rooms to Sondolo IT.

78. On ~~11 August 2005~~, Patrick O'Connell Gillingham had discussions about the utilization of capital funds which was previously earmarked for the building of 4 New Generation Prisons, and instructed the Deputy Commissioner Facilities and Security to approach the Commissioner for approval to utilize the said funds for the purposes of Security Fences at 48 Correctional Centre's.



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78A [Confirm series of cash payments preceding payment in (79) below from Audit Report]

79. During August 2005, Patrick O'Connell Gillingham and his wife contracted Sterlings Living (Pty) Ltd to install the kitchen at # 6 Marlboro Place, Midstream Estate (Erf 106). The value of the construction of the kitchen was quoted as R133 813.49, but kitchen appliances were added and the overall value of the services was thus increased to R185 810.41. On 20 August 2005, Patrick Gillingham issued Sterlings Living with a cheque in the amount of R66 000.00. (Proceeds of Crime payments)

80. On 24 August 2005, the Directorate Security Management Services issued a memorandum addressed to the Deputy Commissioner Facilities and Security, the CDC Finance (POC Gillingham) and the Commissioner of DCS (Linda Morris Mti). It was explained that the purpose of the memorandum was to obtain approval from the Commissioner to erect **security fences** at Centre's of Excellence and other high risk Correctional Centre's by utilizing funds under the Capital Budget that will not be spent in the 2005/2006 financial year as indicated by the DC Facilities and Security as per memorandum 4/1/9 dated 23 August 2005.

81. On 29 August 2005, W.D. Mansell issued a cheque drawn on the bank account of Grande Four Property Trust. The said cheque bears the reverse side inscription **GIL 011, Electrical app, taps, basins & sink**. [See 84 below]

82. On 31 August 2005, Patrick O'Connell Gillingham submitted a request for approval in respect of the installation of security fences at various correctional centers'. This request was submitted to Linda Morris Mti who approved the process resulting in the issuing a tender hereinafter only referred to as the Fencing Tender. (HK 24/2005)

83. During May 2005, the Commissioner suggested to Senior Management, that they should meet away from Head Office and over a weekend. The task was assigned to



A handwritten signature in black ink, located at the bottom right of the page.

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Patrick O'Connell Gillingham. On 2 September 2005, the CDC Finance recommended that a "Donation to the State" in the amount of R15 000.00 be accepted. The money originated from Grande Four Property Trust and the cheque received by the Department was dated 1 September 2005. The retreat was arranged at Karridene during the period 9 – 11 September 2005. [See 68 above]

84. On 5 September 2005, Sterlings Living (Pty) Ltd received a cheque payment from Grande Four Property Trust in the amount of R50 396.92. (Compare paragraph 81 above for the issuing of the cheque)

85. On or about 8 September 2005, Linda Morris Mti, informed the Department of Public Works that the lease period for the house situated at no. 50 Forbes Reef Road, in Waterkloof Heights, Pretoria due to expire at the end of October 2005, would not be renewed and that he would make the necessary alternative arrangements.

86. On 15 September 2005, an amount of R50 000.00 was deposited into the bank account of Amazing Sounds C.C. The money was for the credit of P. Gillingham. The amount of R50 000.00 originated from the bank account of Grande Four Property Trust.

87. On 19 September 2005, Patrick Gillingham received specifications in respect of outer security and taut-wire detection fences previously obtained from the Department of Public Works. The said specifications were forwarded to H.A. Truter on the same date.

88. On 22 September 2005 W.D. Mansell transferred R29 545.00 via interbank transfer from his cheque account to the current account of Weylandts Furniture. The money was in respect of the interior finishing of the Gillingham residence. (Furniture and household appliances were bought with this money.)

[Handwritten signatures]



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89. On ~~26 September 2005~~ an amount of R 30 095.00 was transferred via interbank transfer from the cheque account of W D Mansell to the current account of Studio Blue (Pty) Ltd. The reference reflected on the Bank statement of Studio Blue reflects "IB PAYMENT FROM PO GILLINGHAM". This payment was made in respect of an order for furniture and household items ordered by a Mr Gillingham from the Studio Blue branch situated at Atterbury Value Mart. The delivery address of the goods was specified as No 4 Marble Ave, Midstream Estate.

90. On ~~28 September 2005~~, *DCS officials* received verbal instructions from Patrick O'Connell Gillingham to proceed with the invitation of bids for the supply, delivery, installation, commissioning and maintenance of television systems and monitors to all correctional centers within the department of correctional services, the system had to integrate into the local, regional and national control rooms and had to provide for effective video conferencing facilities.

91. The verbal instruction referred to above preceded an extended *Executive Management Meeting* of the Department held at Kievits Kroon, Pretoria, on ~~29 to 30 September 2005~~. During this event, Patrick O'Connell Gillingham made a financial presentation. He *inter alia* explained that a projected surplus of R666 Million was available on the budget allocated for compensation of employees. He further informed the Meeting that the construction of the 4 New Generation Prisons (NGP's) were not on schedule. The Surplus Funds: Spending Proposals proposed by the CFO included an amount of R180 Million on Fencing, R70 Million on X-Ray Scanners and R60 Million on Televisions for Correctional centers. [Rework]

92. During September 2005 and more specifically on the ~~30th of September 2005~~ the electronic records of Wetherlys and Osiers Cane and Linen indicate that an amount of R 6 352.00 as well as an amount of R 12 371.00 was received in their account via interbank payments. Both amounts reflect a reference PO Gillingham. Both these amounts were paid over from the current account of Mr W D Mansell. The bank account of Mansell indicates the said payments to have taken place on the ~~26th of September 2005~~.



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93. On the 3 October 2005 and on the instruction of Patrick Gillingham, the Budget Administration Section of the Department issued a *memo* with the title "*Re: 2005/06 Reprioritization Exercise: Executive Management Committee Meeting: 30 September 2005*". The memorandum was addressed to the Commissioner of DCS and requested approval of the re-allocation of the surplus funds mentioned above. The memorandum was signed by both Gillingham and Mti on 5 October 2005.

Pursuant to the decisions taken at the *Executive Management Meeting* mentioned above and on 3 October 2005, the Budget Administration Office of the Department of Correctional Services drafted a memorandum seeking approval for surplus funds in the amount of **R641 954 000.00** to be re-prioritized. The memorandum was signed by both Gillingham and Mti on the 5th of October 2005.

94. On 3 October 2005 an amount of R19 152.00 was deposited into the bank account of RSA Stone Art CC for services rendered namely the supply and delivery of a granite kitchen top. The payment reference was given as "PO Gillingham". This payment did not originate from a bank account of Patrick Gillingham but from the Account of W.D. Mansell. The Mansell bank account reflects the payment as "IB payment to RSA Stone Art CC".

95. On 10 October 2005, a customer visited the showrooms of Bakos Brothers in Dunkeld West (Johannesburg) and ordered a *Low Custom Designed TV Unit* in the amount of R8000.00.

96. The operational approval for the outsourcing of the Staffing of the Control Rooms given on 4 August 2005 was followed by the financial approval obtained from Patrick O'Connell Gillingham on the 10 October 2005.

97. On 18 October 2005 the payment for the *TV Unit* mentioned above was made by way of an interbank transfer from Grande Four Property Trust.



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98. The "Request to Invite Bids (Tenders)" originated from the Office of the CDC Finance. Patrick O'Connell Gillingham signed the request on the 18 October 2005. (Confirm – In respect of Fencing Tender) = TV Tender ??

99. On 25 October 2005, Patrick O'Connell Gillingham issued the following certificate in respect of the Fencing Tender:

"The specifications for the bid were obtained from the Department of Public Works as a standard set of needs and it was then adapted to the specific circumstances of DCS. The specifications were previously used by DPW with a good response from a wide spectrum of bidders. To my knowledge the specifications were written in an unbiased manner."

100. On 25 October 2005, Patrick O'Connell Gillingham acted as the chairperson in respect of an information session on the Fencing Tender. The minutes of the information session indicate that Patrick O'Connell Gillingham *inter alia* informed the prospective bidders that the contract would be awarded to one bidder. He further stated that the Department already had an integrated security system as well as the control rooms required. The new system had to provide the output to the existing security systems and had to be compatible with it.

101. On 25 October 2005, Patrick O'Connell Gillingham issued the following certificate in respect of the TV System Bid:

"In accordance with Chapter 3, paragraph 3.3.1.2 of the Supply Chain User Manual, I hereby certify that the specifications of the mentioned bid were written in an unbiased manner to allow all potential bidders to offer their goods, works and services."

102. On 25 October 2005, Patrick O'Connell Gillingham chaired the compulsory information session in respect of the fencing tender. He *inter alia* informed bidders



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that the bid will be awarded to **one bidder** (or a single group) for all the centre's listed in the bid.

103. During early November 2005, POC Gillingham placed orders for a variety of wooden shutters and doors with a company known as "American Shutters CC". The payments for the shutters and doors were later made by W.D. Mansell.

104. On 4 November 2005, Patrick O'Connell Gillingham received a request for the approval to invite a bid for the supply, delivery, installation, commissioning and maintenance of Television systems and Monitors to all Correctional Centers' within the Department of Correctional Services. He did not forward the memorandum to Linda Morris Mti, but wrote the following: "The Commissioner already approved in principle on 5 October 2005." (HK 25/2005)

105. On 7 November 2005 an amount of R43 000.00 was paid into the bank account of American Shutters. This interbank payment originated from the bank account of W.D. Mansell with the reference "IB Payment to American Shutters" whilst the bank statement of American Shutters reflects the words "IB Payment from Patrick Gillingham".

106. On 9 November 2005, Patrick O'Connell Gillingham, requested an updated cost evaluation on the Fencing Tender Project, the revised estimated cost amounted to R347 383 550.00. The memorandum with the aforesaid cost estimate was forwarded to the Commissioner on 15 November 2005.

Note – Milestone Report 9 November 2005 – Sondolo IT (Pty) Ltd – Annual Progress Report – Conclusion – paragraph 3 – "Sondolo IT also tendered on the supply and installation of 5674 television monitors in all 242 prisons nationally. This is a fully integrated television and communication system that is operated by the IMIS integration software, with a Rand value of R150 million. This tender is due to be awarded shortly and Sondolo IT are confident of winning this".



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107. On 14 November 2005 Patrick O'Connell Gillingham requested his builder, Riekele Construction to refund him the amount of R7200.00 that was spent on door handles, tiles and bathroom accessories. The money had to be paid into his credit card account.

108. On 14 November 2005, Sterlings Living (Pty) Ltd received a cheque payment in the amount of R53 500.00. This cheque was also drawn on the Standard Bank account of Grande Four Property Trust. The cheque was signed by W.D. Mansell and bears the reverse side inscription *GIL 011*.

109. On 14 November 2005, Grande Four Property Trust received a credit transfer in the amount of R570 000.00 from BOSASA Operations (Pty) Ltd.

110. On the closing date of the bid, namely on 14 November 2005, Patrick O'Connell Gillingham submitted a request for the Appointment of a Bid Evaluation Committee in respect of this tender.

111. On 15 November 2005, Linda Morris Mti, approved the appointment of a Bid Evaluation Committee to evaluate and recommend the service provider in respect of the Fencing Tender. He appointed Patrick O'Connell Gillingham as the Chairperson of the BEC.

112. On 15 November 2005 the credit card account of Patrick O'Connell Gillingham was credited with an amount of R7200.00. The transaction reference that was used was **"ABSA BANK RIAAN"**. [See 107 above]

113. On 17 November 2005 the Bid Evaluation Committee (BEC) convened to commence with the evaluation of the bids. Patrick O'Connell Gillingham was the chairperson of the Bid Evaluation Committee. [Fencing Tender]



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On this same date Patrick O'Connell Gillingham signed a declaration of interest and a code of conduct. The *declaration inter alia* required of him to indicate if "You, or any of your family members', friends or associates receiving, or agreement to receive, any gifts, favours, payments, sponsorships, subsidies or any benefits from any bidders, within the last 12 months of this date." *Sondolo IT* was indicated as a sub-contractor on the bid received from *Phezulu Fencing*.

114. The minutes of the Bid Evaluation Committee as well as the Recommendation was signed by Patrick O'Connell Gillingham on 23 November 2005. The chairperson formally declared that "no Bidder was purposefully or unlawfully favoured or prejudiced during the evaluation process."

115. On 25 November 2005, an interbank transfer in the amount of R10 000.00 was received into the ABSA Cheque Account of Patrick Gillingham. The funds originated from the Standard Bank Current Account of W.D. Mansell. The reference as reflected on the Mansell bank statement is "IB PAYMENT TO POC GILLINGHAM".

116. The National Bid Adjudication Committee convened on 29 November 2005. Patrick O'Connell Gillingham attended the proceedings as the representative of the Bid Evaluation Committee. The chairperson of the NBAC confirmed with all officials present that no official has any financial interest in any of the bids serving before the committee "*since such persons should excuse themselves when the relevant bid is presented*". The bid for the Fencing Tender required of the successful bidder to supply, deliver, install and commission security outer perimeter fences with/or (without) taut wire detection inner fences and CCTV surveillance cameras at various centra. The bid also included a maintenance component. The National Bid Adjudication Committee approved the recommendation and awarded the contract to Phezulu Fencing (Pty) Ltd in the amount of R486 937 910.35



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117. On 30 November 2005, Patrick O'Connell Gillingham, *inter alia* informed the Department of Public Works, that Linda Morris Mti *"has now identified a suitable furnished place which he is interested in and he indicated that this request should be submitted to you for approval of the lease for a twelve month period starting from 01 December 05"*.

118. On 1 December 2005 Linda Morris Mti, took occupation of Erf 61 Sagewood Extension 1 (Savanna Hills Estate)

119. On 2 December 2005 the TV Unit and other furniture was delivered to the Gillingham residence at stand No. 106, Midstream Estate. POC Gillingham signed acknowledged receipt for the goods

120. On 8 December 2005 an amount of R7884.24 was deposited into the bank account of "Inspired Glass" for services rendered. The payment reference was given as "IB Payment from POC Gillingham". This payment did not originate from a bank account of Patrick Gillingham but from the Account of W.D. Mansell.

121. On 12 December 2005, Patrick O'Connell Gillingham signed the request for the appointment of the Bid Evaluation Committee in respect of the TV System Bid he acted in his capacity as Project Manager. The approval for the appointment of the BEC was signed by Linda Morris Mti on the 21 December 2005.

122. Departmental records indicate that Patrick O'Connell Gillingham signed his declaration of interest and a code of conduct on 13 December 2005. The declaration *inter alia* required of him to indicate if "You, or any of your family members', friends or associates receiving, or agreement to receive, any gifts, favours, payments, sponsorships, subsidies or any benefits from any bidders, within the last 12 months of this date." The bid that was received from Sondolo IT, listed the bid price for this bid at R224 364 480.00.



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123. On 22 December 2005, the Service Level Agreement between Sondolo IT (Pty) Ltd and the Department of Correctional Services, was signed by the parties. The agreement in respect of the Staffing of the Control Rooms was set to end on the 31st of March 2009. The agreement had a financial implication of R 208 739 700.00 for the Department. [Rework]

124. The National Bid Adjudication Committee convened on 24 January 2006 to adjudicate on the TV System Tender. Patrick O'Connell Gillingham attended the proceedings as the representative of the Bid Evaluation Committee. The chairperson of the NBAC confirmed with all officials present that no official has any financial interest in any of the bids serving before the committee *"since such persons should excuse themselves when the relevant bid is presented"*.

125. On 21 February 2006, the Department of Public Works informed Riaan Hoeksma of Riekele Konstruksie BK that the lease agreement in respect of the property is ready for signature. (The property was rented by the Department of Public Works for a period of thirteen (13) months starting from the 1st of December 2005 until 31 December 2006) The consolidated amount that was paid in respect of monthly rental amounted to R208 000.00.

126. On 24 February 2006 Patrick Gillingham made a payment of R350 00.00 to the Grande Four (Property) Trust, shortly thereafter and on 27 February 2006, W.D. Mansell made a payment in the amount of R392 000.00 to **LC Viljoen Inc 912838175**. This amount being a part payment for the purchase of Erf 971, Midstream in the name of POC Gillingham (Junior)

127. During April 2006, Gert van de Merwe, of Gert van de Merwe Couturier C.C. consulted with Miss Megan Gillingham. Miss Gillingham required the services of Mr. van de Merwe in the design and make up of a dress for the occasion of the Matric farewell of her school.



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128. On 12 April 2006, Frans Vorster of BOSASA Operations (Pty) Ltd, made an offer to purchase in respect of a Volkswagen Polo. The vehicle was subsequently purchased from "Lindsay Saker Krugersdorp" and later registered in the name of Ryan Albert Gillingham who is the second child of Patrick O'Connell Gillingham and his wife, Theresa Gillingham. [The signature of Frans Vorster appears on the New Vehicle Delivery Check Sheet dated 18 April 2006]

129. The payment in respect of the Volkswagen Polo mentioned above was received on 19 April 2006. [Confirm transaction history from Audit report]

130. The cost involved in the commissioning of the Matric farewell dress mentioned above, was R10 000.00. On 26 April 2006, the bank account of Gert van de Merwe, was credited with the amount of R10 000.00 against the reference "M. Gillingham". The money was received by way of an interbank payment from the bank account of Grande Four Property Trust. The date of the transaction is given as 26 April 2006. The Grande Four bank account gives the reference "IB Payment to Gert van der Merwe 912838175".

131. The Lindsay Saker Volkswagen Polo with vehicle register number GWM439S and license number TMR507GP was registered in the name of RA Gillingham on the 2 May 2006.

132. On 13 May 2006, Megan Gillingham, visited the premises of Gert van der Merwe, in connection with the Matric farewell dress mentioned above.

133. During late 2005, early 2006, Mrs. Zietsman, the architect that previously assisted Patrick O'Connell Gillingham (Senior), were introduced to Patrick O'Connell Gillingham (Junior) and proceeded to draft sketch plans and final drawings for a Tuscan Style House to be erected on *Erf 971 Midstream Estate, Extension 8*. The architectural and related fees required by Mrs. Zietsman amounted to R50 589.12



PROVISIONAL LIST OF RACKETEERING ACTIVITIES – POC Gillingham + L.M. Mti – NOTE – THIS LIST IS STILL INCOMPLETE and SUBJECT to AMENDMENTS – DRAFT DOCUMENT ONLY – CONFIDENTIAL – For attention of Adv. Mrwebi / Adv. Mosing and the ANDPP only. (8 August 2013)

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This amount was paid from the bank account of Riekele Construction on the 31 May 2006.

134. On 2 June 2006, Megan Gillingham once again, visited the premises of Gert van der Merwe, in connection with the Matric farewell dress mentioned above.

135. On 21 August 2006, an amount of R80 000.00 was received into the bank account of Booyesen, Dreyer & Nolte Incorporated Attorneys and Conveyancers. The payment in the amount of R80 000.00 was received as a deposit on a property purchased by Patrick O'Connell Gillingham. The money originated from the bank account of Grande Four Property Trust. The payment was made by W.D. Mansell. ("Protea Aftree Oord" Property)

136. On 28 August 2006, Megan Gillingham had an interview with a representative of Inscape Design College with the view of enrollment with the College. Her interview was successful and on the 8th of October 2006, she received confirmation of enrollment at the College for an Interior Design Diploma Course. The tuition fees for the Diploma Course amounted to R27 600.00.

137. On 30 August 2006, Mrs. Zietsman, received a payment for the (architectural drawings) construction plan of the Tuscan Style House referred to above. The payment was received from Riekele Construction and amounted to R70 165.20

138. The Matric farewell dress ordered during April 2006 was collected from Gert van der Merwe Couturiers' on 1 September 2006.

139. On 16 September 2006, a cash deposit in the amount of R27 600.00 was made into the bank account of Inscape Design College. The funds were deposited into the account using the reference "POC Gillingham".

140. On 20 September 2006, a document described as an "early bird" contract of enrollment for the Inscape Design Course mentioned above was faxed through from



[Handwritten signature]

PROVISIONAL LIST OF RACKETEERING ACTIVITIES – POC Gillingham + L.M.
 Mti – NOTE – THIS LIST IS STILL INCOMPLETE and SUBJECT to AMENDMENTS
 – DRAFT DOCUMENT ONLY – CONFIDENTIAL – For attention of Adv. Mrwebi /
 Adv. Mosing and the ANDPP only. (8 August 2013)

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the office of the Chief Financial Officer ("CFO") of the Department of Correctional Services.

141. On the 7th of November 2005 an amount of R25 600.00 was electronically transferred into the bank account of **Bundu Blinds & Interiors C.C.** The amount originated from the bank account of W.D. Mansell. The reference appearing on the account of Mr. Mansell is **"IB PAYMENT TO BUNDU BLINDS & INTE 912838175"** [Move 2 2005]

142. Megan Gillingham the third child of Patrick O'Connell Gillingham and his wife, Theresa Gillingham received a Volkswagen Polo 1.6 with vehicle register number HPL430S and license number VLZ368GP to the value of R131 367.99. The vehicle was purchased from a dealer known as "The Glen Volkswagen" as a result of a quotation dated 21 December 2006.

143. The payment in respect of the Volkswagen Polo mentioned above was made on 21 December 2006 and the customer invoice was also issued on this date.

143A The Glen Volkswagen file gives the customer contact email address as andries@bosasa.com [Andries van Tonder]

144. On 15 March 2007, Frans Vorster of BOSASA, ordered a Mercedes Benz E230 CDI from the Constantia Kloof branch of Mercedes Benz.

145. On 11 April 2007 an amount of R180 000.00 was transferred from the FNB account of BOSASA Operations (Pty) Ltd with number 62053735290 into the FNB structured facility account of Angelo Agrizzi, account number 62091005217.

146. On 11 April 2007 Mr. Agrizzi transferred the amount of R180 000.00 with the reference **Trf Poc** into the FNB Money Market Account of Carlos JDCM Bonifacio, account number 62012712411.



[Handwritten signatures]

PROVISIONAL LIST OF RACKETEERING ACTIVITIES – POC Gillingham + L.M.
Mti – NOTE – THIS LIST IS STILL INCOMPLETE and SUBJECT to AMENDMENTS
– DRAFT DOCUMENT ONLY – CONFIDENTIAL – For attention of Adv. Mrwebi /
Adv. Mosing and the ANDPP only. (8 August 2013)

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147. On 11 April 2007 Mr. Bonifacio issued a cheque from this account payable to C. J. Bonifacio in the amount of R180 000.00. The said cheque was deposited into his current account at Nedbank with the account number 1988251273.

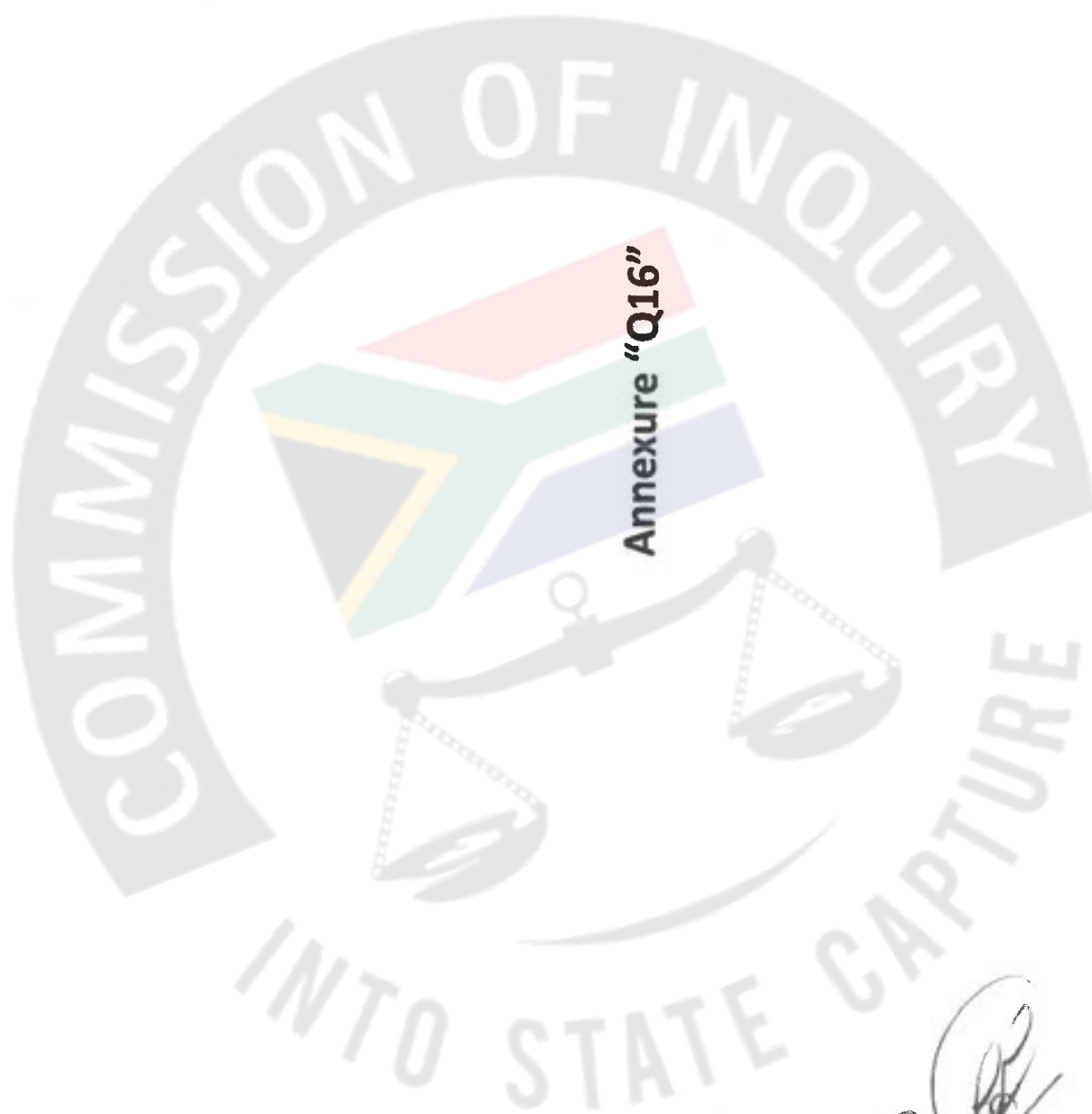
148. On 11 April 2007 Mr. Bonifacio instructed Nedbank to transfer the amount of R180 00.00 from the said current account to "Sandown Motor Holdings, Nedbank Westgate Acc. No. 1454045833, Branch Code 145 405" with reference GILLINGHAM. Mr. Bonifacio added the further and following instruction: "Please confirm transfer by fax for attention of KOBUS – 086 686-1240"

149. On 23 April 2007, the Mercedes Benz E320 CDI with vehicle register number JVX526S and license number (VVL275GP) PG01GP to the value of R555 150. 02 purchased from Mercedes Benz Constantia Kloof (Roodepoort), was registered in the name of Patrick O'Connell Gillingham.



[Handwritten signatures]

“Q16”



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- * Legality of the Siu report
- * Evidence as contained in the report and how it was obtained
- * Legality
- * Fundamental Rights Enshrined upon
- * Time lines
- * Legal basis for the ongoing persecution
- * Relief Sought
- * Approach and medical conduct of the process.

Received From
mti in 2013.

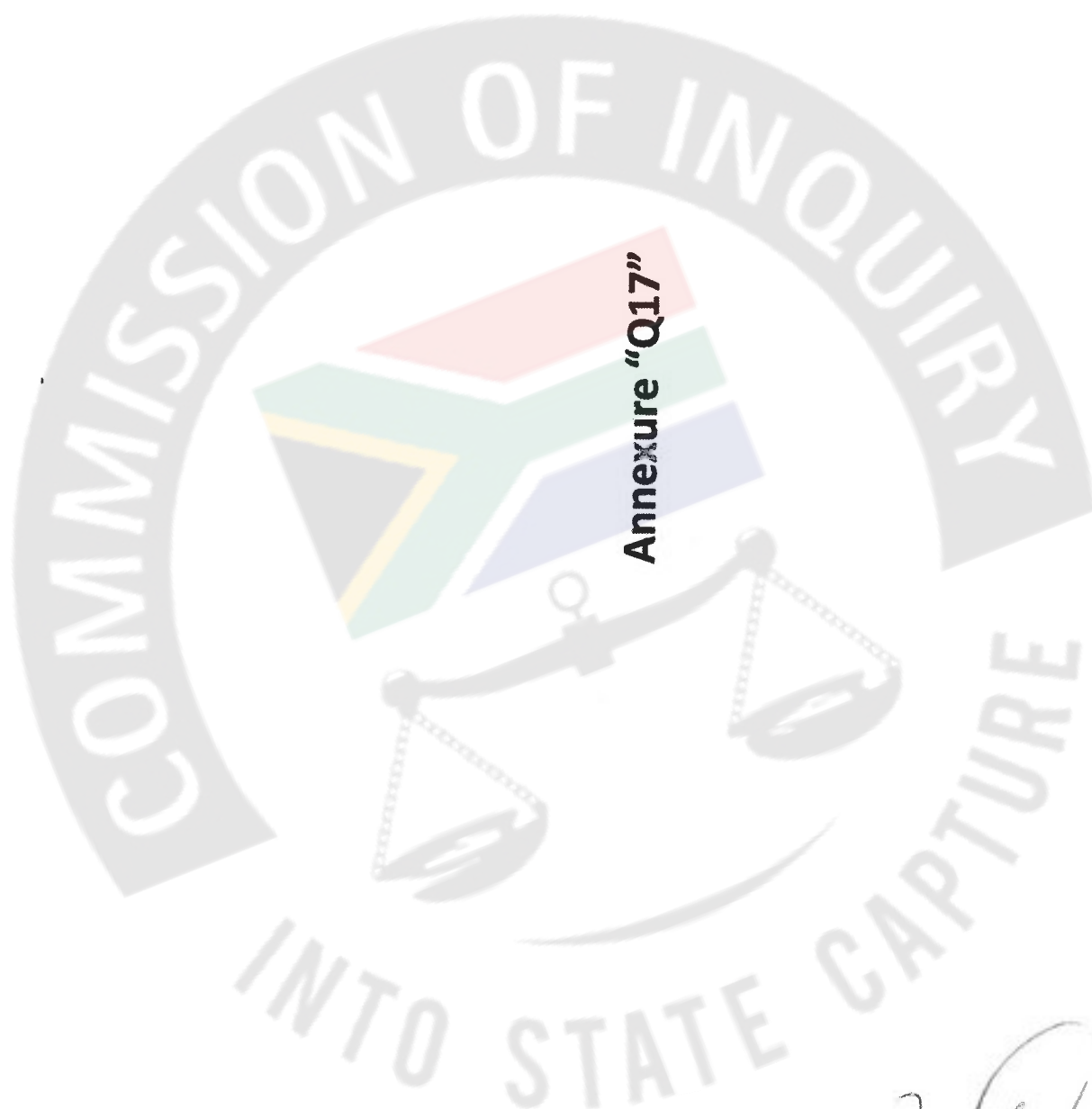
notes in his
hand writing

What Jiba said
they should
use.



“Q17”

Annexure “Q17”



A handwritten signature in black ink is located in the bottom right corner of the page.



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I 545 to JETA REPRESENTATION
to NPA - to TIRA.

II SIV REPORT LEGALITY.

III DO WE GETA WITH ALLEGATIONS (SOURCE)

IV PUBLIC SERVICE COMMISSION
AUDITOR GENERAL
SIV GOING TO PARLIAMENT.

V IMPACT ON PRIMITIVES / LOST BUSINESS / PROPERTY

- PERSECUTION - PERSECUTION BY MEDIA.

- LOST BUSINESS OPPORTUNITIES

- FAIRNESS / LENGTH OF PROCESS.

- INTERNATIONAL OPPORTUNITIES.

- LEGALITY

- QUALITY

- SAVINGS

- RE-ARRANGING

- FAMILY & HISTORY

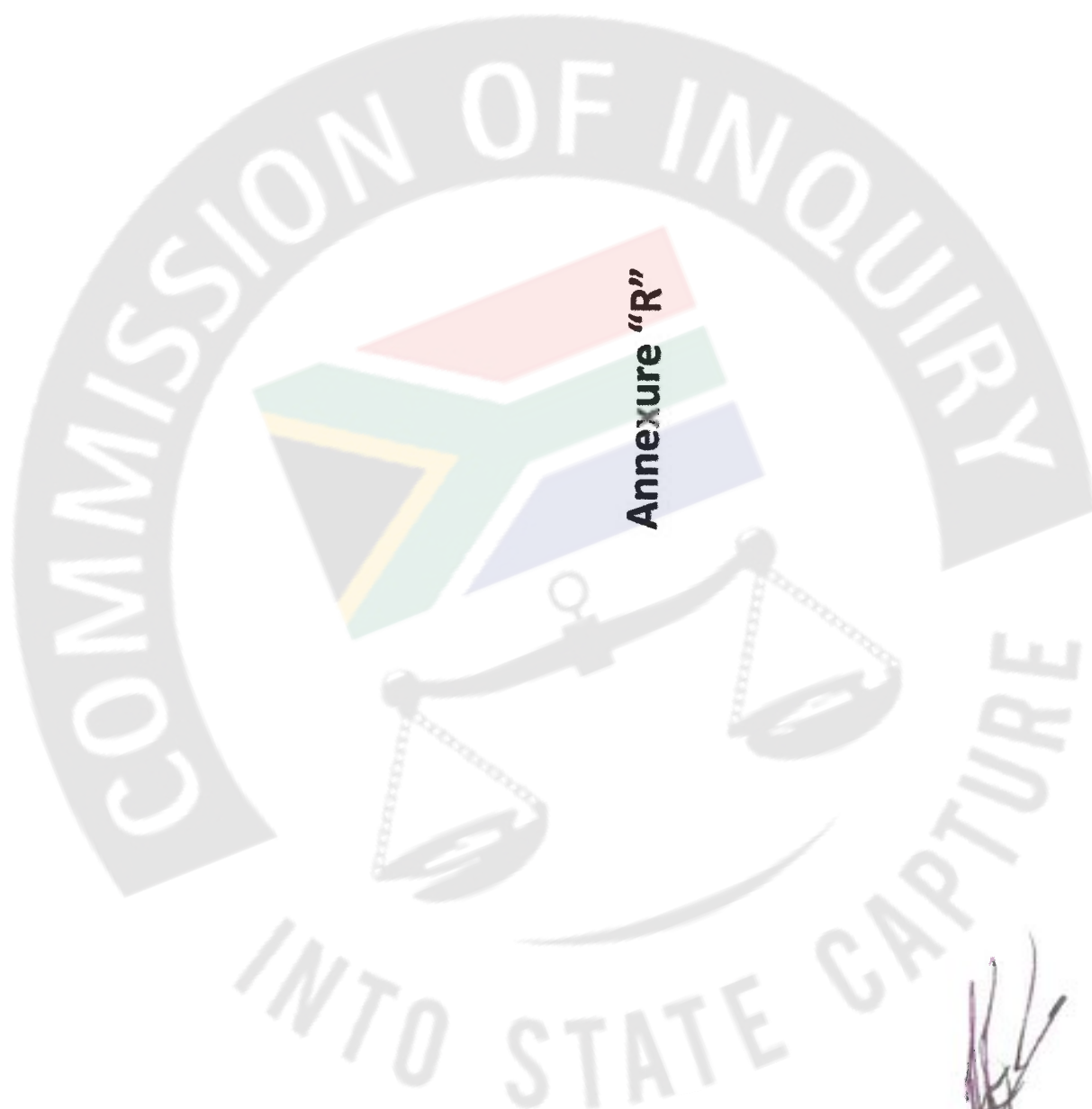
- RISK OF LOSING BUSINESS - PREVIOUS (ROYAL).

mti
Notes on
instructions
received.

As he was
talking to
Angelo he
made notes



"R"



TRANSCRIPTION**CERTIFICATE OF VERACITY**

I hereby certify that, *as far as it is audible*, the transcription is true and correct.

DATE TYPED 18-12-2018

TRANSCRIPTION NOTES

The following problems were experienced while transcribing the recording:

1. The inaudible sections of the audio recordings are indicated as "...[indistinct]" followed by the time at the particular point in the audio recording.
2. The parties interrupted each other rendering the parties inaudible at times.



- 2 -

PERSON 1: Jiba would try and close down twice but Dramat didn't wanna give the docket over to close it down. Then Jiba took off De Kok off this case. Ok. But then De Kok came back on, smuggled back on onto this case. Ok and the person who has control in the whole process is Breytenbach. Now they implicate Willie because Breytenbach and Willie still talk as well Mr President. It's a fact. Ok. I wanna say that. Ok the Willie sitting on the fence Mr President. I know he's done things for you but he's sitting on the fence. Whatever's, wherever he goes I can talk to you about this. Ok. I want a whole ...[indistinct 00:08:52]. I don't wanna sit down and you want make ...[indistinct 00:08:50] facts. They've got to be right. I got people at Tramanza working on their side so I can get that right and I wanna say, this is Breytenbach's thing. All she wants to do is discredit us in the paper so that when this thing comes up, ok, our agreements with the banks they come up. Ok. Overdraft facilities when they come up, they throw this thing in the press. Who is calling it up in the press. Or they want something to stick so that they discredit us in the press. Now Mr President we need to get this thing closed down. We need the right people in the right place. Tramanza the right guy at that place doing what he can. Now we need to get the right person at NPA. Either we get Shahukeng or Jiba or the woman down in Natal. Ok. One of them got a goose. Or look what's happened to Jiba. Jiba, he's buggered up in the press. Oh. He told me that. He said Jiba ...[indistinct 00:07:53] His person. Ok. Tell me that. Must I ask the question. ...[indistinct 00:07:49] how we get on with Jiba. I didn't say that you work ...[indistinct 00:07:46] will get on. Ok. Now Jiba's been buggered up and Kwebo also been buggered up. Ok. In the press. So how do you protect them Mr President. By putting the right person in there. I



don't know who is advising Mr President but you need to make the right decisions now. You haven't got much time. I think that's how I talk to you. Now we need to get our facts right. Ok.

PERSON 2: ...[indistinct 00:07:20].

PERSON 1: Hey.

PERSON 2: ...[indistinct 00:07:17].

PERSON 1: No. I don't know whether De Kok ...[intervenes 00:07:15]

PERSON 2: Hang on. Hang on. You don't know whether its De Kok and who else on that side. Because there's an Indian woman, ...[indistinct 00:07:07]. So who is there? Who is in that unit? We got the opportunity now. You understand what I mean? And has Jiba got a letter of appointment that she'll be acting or not?

PERSON 2: ...[indistinct 00:06:44]

PERSON 1: Because you see I'm gonna say, when this thing happens Mr President. ...[indistinct 00:06:33]. Hey.

PERSON 2: ...She accepted. She worried. I don't know.

PERSON 3: Have you explained to him what you caucused and arranged to move out to move those investigators and that Gavin.

PERSON 1: I was just setting out that they moved.

PERSON 3: Ok.

PERSON 1: That they moved Smit. Smit's actually been ... What they did Rich. They called in the whole case. ...[indistinct 00:05:53] for everything. Understand what I mean. Ok. They called the case, they called them in. He's investigating them. ...[indistinct 00:05:43] and then he's suspending Smit. Ok. Because Smit is on contract. He's not even part of his unit. Also ...[indistinct 00:05:28] The same thing. Is the same thing also what



happened to Jiba with that police ...[indistinct 00:05:22] The same thing with us. I said to them, how can a guy ...[intervenes]

PERSON 2: ...[indistinct 00:05:17]

PERSON 1: By SARS. By some unit. What's that ... ICC or ...[intervenes]

PERSON 2: ...[indistinct 00:05:09] disbanded in ...[indistinct 00:05:07]

PERSON 1: Ja. Pillay and them. And they ...[indistinct 00:05:03]

PERSON 3: ...[indistinct 00:05:02] If that is the truth then it would be out in the cold anyway. If that was the truth because remember that unit's been disbanded. So he can't feature if he's part of that unit. You see if the was part of that unit, this is why it doesn't make sense to me. They disbanded. So he's got no portfolio.

PERSON 1: He's been ...[indistinct 00:04:35] I'm just telling you. This is what they ...[intervenes]

PERSON 2: ...[indistinct 00:04:33] He could be.

PERSON 1: Hang on. Hang on.

PERSON 2: He could be. ...[indistinct 00:04:30] is in the process of being disbanded.

PERSON 3: Yes.

PERSON 2: So it doesn't mean that if he could not have been part of it if that is so.

PERSON 1: It just so. We need ...[intervenes]

PERSON 2: So it's possible.

PERSON 1: Ja. We need to get the right facts.

PERSON 2: That's why I'm saying. We don't know that.

PERSON 1: Hang on. We know that this is what they saying. Hang on. Now guys talk but they don't get down to the facts. Ok. This was so we



- 5 -

need to have a document written or we need to make, it needs to be factual. This is why I'm saying to him. Now explain to him so we, on both sides.

PERSON 3: But we make an accusation or I mean it doesn't matter if we make that accusation that there's a leakage between this guy and that rogue unit but what happens if there's no leakage. We going on what people tell us but there's no factual, they gotta give us the substance of it so that we know that we, because if we put the document forward and it's wrong and these guys aren't part of the rouge unit, he's got the names who would be of the rouge unit. Then they can say oohh, if this is wrong, how much more is wrong.

PERSON 3: I had a meeting with the guys yesterday again. ...[indistinct 00:03:24] to verify things. I got ...[intervenes]

PERSON 1: We have to.

PERSON 3: That's why I'm speaking to him. He can verify on his side.

PERSON 3: ...[indistinct 00:03:18]

PERSON 1: You can't, you gotta be careful. You can't make. It's like me saying. It's like me saying ...[intervenes]

PERSON 3: No. No. Hang on let me just ...[intervenes]

PERSON 1: ...[indistinct 00:03:07] but I can't prove them.

PERSON 3: ...Hang on. We can prove it.

PERSON 1: Ok.

PERSON 3: They said to me, Susina's guy said the same thing as the guy I met yesterday again. Said the same thing. Ok. But we need to. As I said we need facts so that we know, when I say to ...[intervenes]

PERSON 1:[indistinct 00:02:49]



- 6 -

PERSON 3: ...[indistinct 00:02:49] When I said to the President, when I go to the ...[indistinct 00:02:46] it's gotta be factual. Ok. So I'm just saying with ...[indistinct 00:02:42] on his side ...[indistinct 00:02:40] They will know whether he tracked them with on the other side. They can ask that question. Then now we getting, I'm meeting the guy again on the, the senior counsel again on Monday to go through that again. We want to know facts. Once it's on paper we buggered.

PERSON 1: The President I think ...[indistinct 00:02:21].

PERSON 3: I don't want that.

PERSON 1: I mean you remember when I did that linkage between Willie Hofmeyr and you know that leakage there but I mean the fact ...[intervenes]

PERSON 3: You see here on this one ...[indistinct 00:02:09]. I want to mention Willie's name without being on paper. I wanna say, you know Willie. ...[indistinct 00:02:02] Mr President. Whatever suits you. ...[indistinct 00:02:00] done things for your Mr President but he does work with the ...[indistinct 00:01:56]. I know for a fact. Off the record.

PERSON 3: Off the record we can say that. But what ...[intervenes]

PERSON 1: But then on the Smith case. That unit. We need to make sure that unit is a Swaz unit.

PERSON 3: Exactly. That's my question.

PERSON 1: Ok. Because Fermanza says it not part of his unit.

PERSON 3: You see.

PERSON 1: It's not. Now Jackie and Jiba will know exactly what it is because they are lawyers. They got a legal process. You understand. They can find out for us because the President wants me to do a presentation to



him when he gets back from Russia.

PERSON 2: Don't look at me. I was saying to you ...[indistinct 00:01:14]

There's nothing that stop us.

PERSON 3: Are you sure?

PERSON 2: ...[indistinct 00:01:06] we do not know it means we ...[indistinct 00:01:03] or we can put, we can put the name but whether they are ...[indistinct 00:00:59] for us we know them ...[indistinct 00:00:56] but we can ...[indistinct 00:00:55]

PERSON 3: But ...[intervenes]

PERSON 1: No. no. But he can.

PERSON 2: No I'm saying I'm ...[intervenes]

PERSON 3: Ja. I agree with you ...[intervenes]

PERSON 2: Which the starting of ...[indistinct 00:00:46] but we don't conclude about the ...[indistinct 00:00:39] until we find it. Because we know that they have been in the case and they have known the case on behalf of SAPS.

PERSON 1: So on the document we just put there ...[intervenes]

PERSON 2: Yeahhh. Once we have verification about them engaging then you ...[intervenes]

PERSON 3: But you can over the weekend.

PERSON 2: Yes Kaluka but I'm saying is whether they are part of SAPS or not does not ...[intervenes]

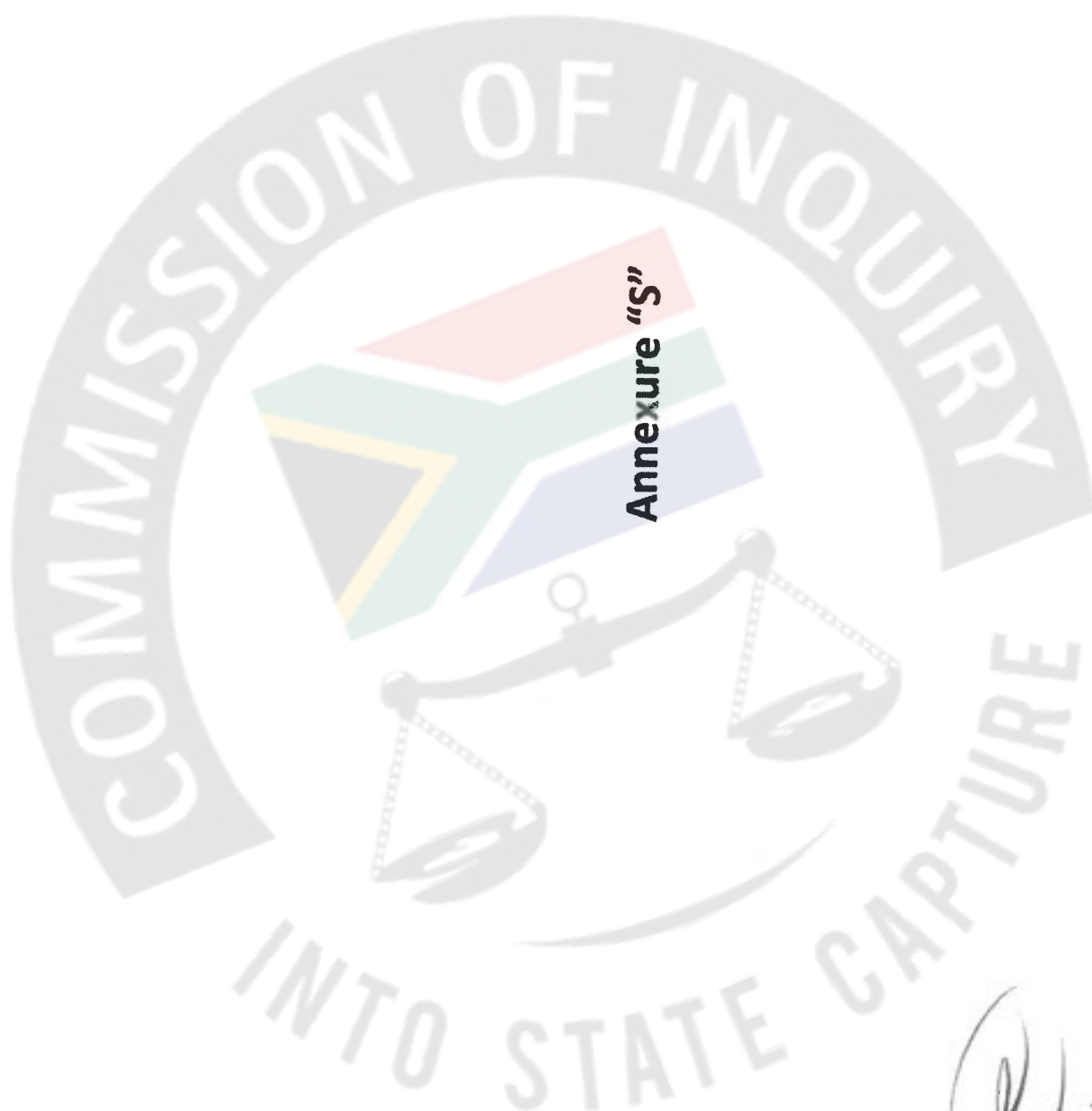
PERSON 3: Just get ...[indistinct 00:00:16] Just find out from what is that unit so we can verify with him. ICC or something which is part of SARS.

PERSON 2: No ok. Remember there's an



“S”

Annexure “S”



A handwritten signature in black ink is located in the bottom right corner of the page.

Begin forwarded message:

From: Danny Mansell <dannmans@gmail.com>
Date: 08 April 2016 at 03:38:34 SAST
To: Angelo Agrizzi <Angelo.Agrizzi@Bosasa.com>
Cc: Jacques Van Zyl <jacques.vanZyl@bosasa.com>
Subject: Bosasa Invoice 03/28/2016

Good day Angelo

From a beautiful Texas Spring time. We have our daily dose of live reality TV here due to Donald Trump but other than that all is well.

We have reverted to the normal invoice without the tax as we have it on good authority now that we in fact do not have to pay the tax.

I continue to keep you guys in my prayers and are greatfull for your support

Regards to all

Danny

The information in this e-mail and in any attached files is CONFIDENTIAL and is legally privileged from disclosure and unauthorized use. It is intended solely for the addressee. If you have received this message in error, please return it to the sender and then delete the email and destroy all copies of it. If you are not the intended recipient, any form of reproduction, dissemination, copying, disclosure, modification, distribution and/or publication of, or any unauthorized action taken in relation to this message or its attachments is prohibited and may be unlawful and an infringement of copyright. At present, the integrity of e-mail across the Internet cannot be guaranteed and messages sent via this medium are potentially at risk. The recipient should scan any attached files for viruses. The sender accepts no liability of whatever nature for any loss, liability, damage or expense resulting directly or indirectly from any such viruses or as any result from sending this mail

Mansell American Inc. DBA Safe as Fences
 PO Box 341736
 Austin, TX 78734
 (512)547-8967
 jarrod@safefences.com
 www.safefences.com

Invoice

Safe as Fences

tel: 512.547.8967
 www.safefences.com

Standard Form 101 (08-12)



SHIP TO

Bosasa Operations
 No 1 Windsor Road
 Mogale City

SHIP TO

Bosasa Operations
 No 1 Windsor Road
 Mogale City

INVOICE

1097

DATE

03/28/2016

TOTAL DUE

\$7,000.00

DUE DATE

04/08/2016

TERMS

Due on receipt

ENCLOSURE

ACTIVITY

Consulting
 Consulting CCTV System Integration
 VAT Number 4070165735

QTY

1

RATE

7,000.00

AMOUNT

7,000.00

Bank Details



From: **Angelo Agrizzi** Angelo.Agrizzi@bosasa.com
Subject: Fwd: Bosasa Invoice 03/28/2016
Date: 08 April 2016 at 3:44
To: Debbie Agrizzi debbie.agrizzi@me.com



Please print

Angelo Agrizzi
Group Chief Operations Officer
Bosasa Group of Companies

The Bosasa Group
Mogale Business Park
Windsor Road | Mogale City | 1739 | Gauteng | South Africa

Tel: [+27\(0\)11 662 6033](tel:+27(0)11 662 6033)
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www.angeloagrizzi.com

Personal Assistant

Gina Pieters
+27 (0) 11 662 6000
Gina.Pieters@bosasa.com

"In all thy ways acknowledge HIM and HE shall direct thy paths" - Prov 3:6

Best Regards

Angelo Agrizzi
Chief Operations Officer
BOSASA
Head Office

Tel: 6020
Fax: 0116626138
Angelo.Agrizzi@bosasa.com



A Antenne 5

February 21, 2017

Dear Sir or Madam:

This letter is in support of the petition for I-1B status and to extend the stay for Mr. William D. Mansell, who transferred to the USA in 2014 to build the U.S. market for our specialty high security fences. We would like him to continue with Mansell American Inc. for an additional period of time leading company operations

OUR COMPANY
MANSELL AMERICAN INC., d/b/a SAFE AS FENCES

Mansell American Inc. d/b/a Safe as Fences was established in Lakeway, Texas in January 2013 as a subsidiary of Solectric CC, a South African company. We are a high security fencing contractor, also providing gate automation and perimeter security and access control. We offer planning and installation of commercial and residential fencing projects. In addition we supply, install and repair numerous types of fencing products: Chain Link, Welded Mesh, Wood Fences, Iron Fences, Custom Fences, Residential, Commercial and Ranch Security, Custom Gates, Sliding Gates, Cantilever Gates, Centurion Gate Motors. We are an accredited Beta Fence installer, and an accredited Centurion Gate Motor importer and installer.

THE CORPORATE RELATIONSHIP

Mansell American Inc. d/b/a Sale as Fences is a wholly-owned subsidiary of Solectric CC, a South African company. Solectric CC is also a high-security fencing contractor providing planning, implementation, and installation of high-security specialized fences for prisons and court houses, including CCTV, intelligent fencing, taut wire, Bekaert bowed fences (Belgian system).



OFFICES: 10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-



Solectric cc had a working relationship with the Bosasa Group of companies for several years. Bosasa Group provides Facilities Management, Security, Access

Control, Perimeter Security, Detention Centers, and Fleet Management. Bosasa Group is based in South Africa, and has offices in China, Singapore, the U.K. and the United States with over 1,000 employees. **In February 2015, Bosasa Operations (Pty) Ltd formally acquired Solectric cc as well as Mansell American Inc.** That ownership relationship has continued to the present.

MR. WILLIAM MANSELL'S ROLE AS FOUNDER AND CEO OF SOLECTRIC CC IN SOUTH AFRICA

Mr. William D. Mansell founded Solectric cc in South Africa in 2008, and served as CEO and then CFO prior to transferring to the USA. He built the business from the ground up, including developing the market for specialized fencing, access control, and prison management systems. The projects included all types of safety-sensitive facilities such as prisons, youth-detention centers, courts, military installations, public and private utilities, transportation systems, electrical, energy & communication infrastructure, government buildings, mines, schools, oil refineries, borders and all key point installations.

As CEO of Solectric, Mr. Mansell determined the overall direction for the company, as well as the types of fencing and perimeter security projects to be undertaken, based on his analysis of the profitability. He obtained training and became certified with specialized high-security fencing system companies, such as BetaFence, InSense Intrusion Detection systems, Sondolo II surveillance systems, Moduteq kinetic sensors, and Centurion access systems. He is also the person who managed the government contracts for fencing construction and installation, from budgeting to overseeing project execution, and he made operational policy decisions for the firm to improve efficiency.

MR. MANSELL'S QUALIFICATIONS

Mr. Mansell holds a Bachelor of Commerce degree in Accounting.

He has received training and become certified with a number of specialized perimeter security firms. The training and development conducted has been develop to national qualification standards, and has specific requirements in terms of the Construction Industry Development Board and the South African National Building Regulatory Authority. Mr. Mansell also received certification in the following qualifications:

- Aviation Security Training—Airport security applications
- National Key Point Security Installations
- Private Security Industry Regulatory Authority
- High Density Accommodation Security

Mr. William D. Mansell has many years experience overseeing the planning, supplying, and installing of high-end security fencing projects. As CEO with Solectric he managed the project contracts for installation of fences, financial planning for the company including project estimations and expenditures for sales and marketing.





In addition, over the years Mr. Mansell has won several awards for his business development work including Citizen of the Year, Business Category, Port Elizabeth, Special Ward for Entrepreneurship Development East London, Special Award from NAFCOC for Entrepreneurship Development, as well as an Eisenhower Fellowship in 1994

MR. MANSELL'S TRANSFER TO THE U.S. OFFICE

Mr. Mansell transferred to the United States in April 2014 to lead the marketing and business development effort for the U.S. office. As the visionary who essentially built the South African business, was the best person to develop the company's presence in the domestic, industrial and institutional fencing markets within the United States. In the first year he increased revenue for the U.S. firm by more than 300%. He oversaw two Sales Representatives who introduced the company's products to the medium and high security market.

THE REQUESTED EXTENSION REQUIRES MR. WILLIAM MANSELL'S SPECIALIZED KNOWLEDGE

OPERATIONS MANAGER

It is imperative to our business plan that Mr. William D. Mansell remain in the USA for the next two years to guide the U.S. office in bringing these high-security fencing projects to the United States. Unlike South Africa, the USA is just beginning to show widespread interest in top-rate perimeter security. The fencing systems we use are new to many U.S. communities. Mr. William D. Mansell is the only person trained and certified with these fencing systems, and he has years of experience carrying out government contracts for large scale security projects. He is the only person within this organization that has key knowledge about these fencing systems and the skill to lead the company through the phases of a contract for installation. One of the main reasons why Bosasa purchased Solectric and its subsidiary, Mansell American Inc., was to expand the high-security fencing industry to the United States. The only way we will success is if William Mansell continues in his role at the U.S. office.

As Operations Manager Mr. Mansell will oversee company operations, planning, systems, and controls to ensure that the company is retaining the best projects and that the work is properly carried out. See attached list of specific job duties. Mr. Mansell will oversee the work of the Finance Manager and the Marketing Manager, and he will be person we look to gain new contracts for the company with the state-run facilities, retail properties, schools, and high-end residential developments in the United States.

In addition, he will be responsible for providing the know-how for a joint venture between Bosasa Group and the South African Public Private Partnership Correctional Services model, the Correctional Services and Management Company (MTC), through which Mansell American will provide the expertise





TERMS OF EMPLOYMENT

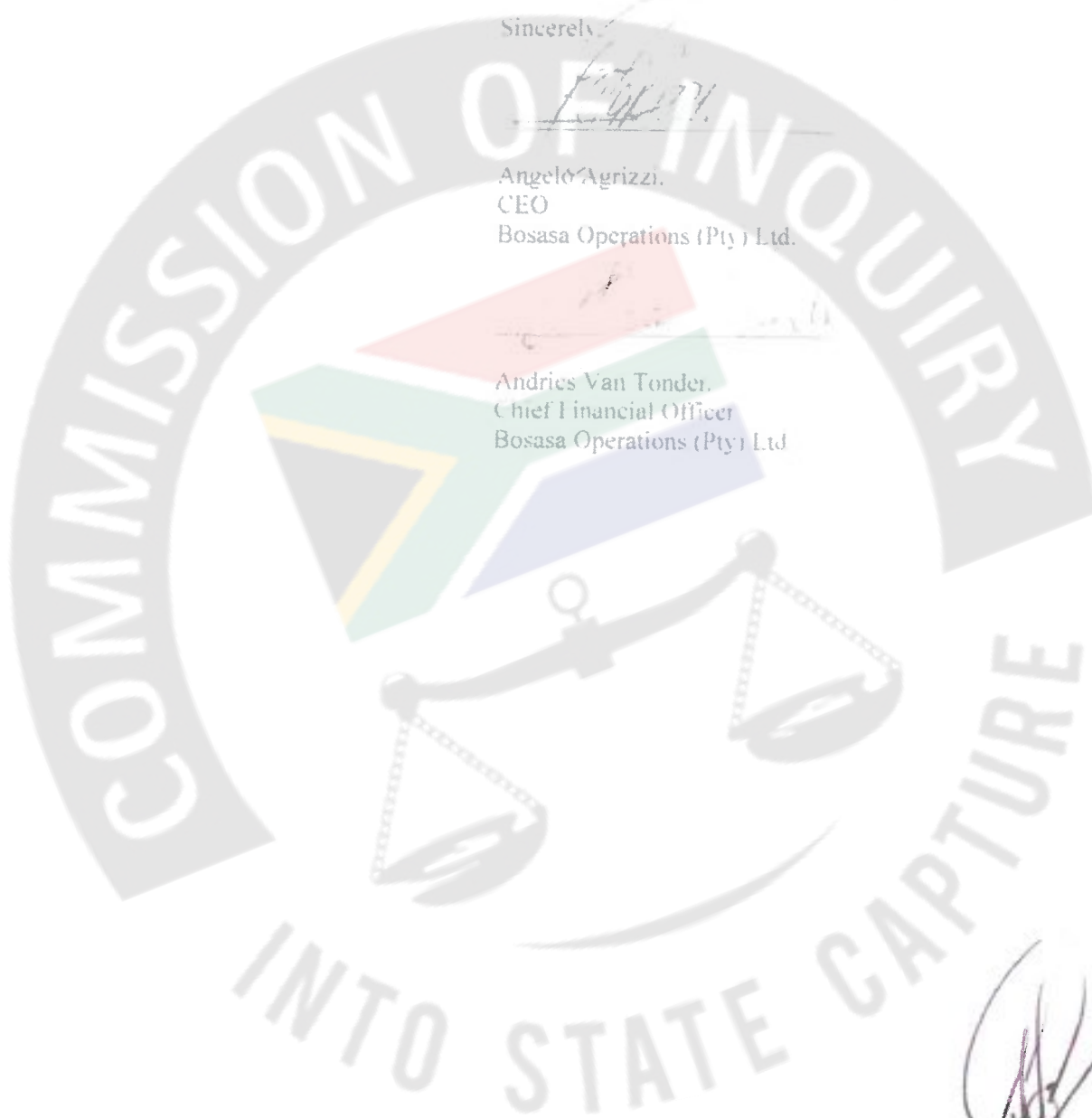
Mansell American Inc. would like to extend the employment of Mr. William D. Mansell as Operations Manager for an additional temporary period beginning in April 2017. Throughout Mr. Mansell's stay in the United States Bosasa will continue doing business in South Africa. The position of Operations Manager will continue to pay an annual salary of \$45000 per year plus traveling and accommodation expences.

We thank you for your consideration of our petition, and we look forward to hearing from you.

Sincerely,


 Angeló Agrizzi,
 CEO
 Bosasa Operations (Pty) Ltd.


 Andries Van Tonder,
 Chief Financial Officer
 Bosasa Operations (Pty) Ltd.



A Annexure 6

SRI

Sustainable Resources International, LLC

December 29, 2007
Reserve Bank of South Africa

To whom it may concern,

The expenses payable to Sustainable Resources International for December 2007 per the agreement with Sea Ark Africa are:

\$30,000.00 to Shrimp Improvement Systems (SIS) which is a monthly contractual fee for the hatchery and nursery and breeding center in Florida that supplies our juvenile larvae and does our genetics work for the project at Coega. There is a contract on file.

\$5,635.00 is the cost of the round trip airfare for Sea Ark President David Wills to travel to London on 12/19-12/22 2007 to meet and discuss the possibility and terms to develop a closed suspended media biosecure shrimp production system in Saudi Arabia in early 2008 using the IP and technology developed in South Africa.

Sincerely,

David Wills
President
Sea Ark

C.J. BONIFACIO



Andries van Tonder

From: Danny Mansell <danny@safeasfences.com>
Sent: 07 January 2017 05:28 PM
To: Andries van Tonder; Angelo Agrizzi
Subject: Days of old

Hi Andries and Angelo

Thank you for your mails, I really appreciate it.

What pleasant memories we have of times that were punctuated by challenges. It is good that we remember the good and I appreciate you, not only as friends but also because you know that the way of life is commitment to Jesus. After all one day we be with Jesus for ever!

I pray that the new year will bring you joy in the Spirit and rest in Jesus.

We are still waiting on our green card news and I hope things will be more settled under the new administration. I was hoping that by now all would have been done and dusted.

Regards to Gavin

Danny



[Handwritten signature]



Mansell American Inc. DBA Safe as Fences
PO Box 341738
Austin, TX 78734
(512)547-8967
jarrod@safeasfences.com
www.safeasfences.com

Invoice

Safe as Fences

tel: 512.547.8967



Bosasa Operations
No 1 Windsor Road
Mogale City

Bosasa Operations
No 1 Windsor Road
Mogale City

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	PAID
1172	03/29/2017	\$7,000.00	04/07/2017	Due on receipt	

Consulting
Consulting CCTV System Integration
VAT Number 4070165735

1	7,000.00	7,000.00T
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Bank Details

Name: Mansell American Inc
Bank: Wells Fargo
Type: Checking
Acc: 7245119479
Wire Routing: 121000248
Swift: WFBIUS6S
Bank Address 900 RANCH ROAD 620 S STE D100
LAKEWAY, TX, 78734
Company Address Mansell American Inc. PO Box 341736.
Austin, TX 78734

Thank you for your business, we appreciate it very much

SUBTOTAL	7,000.00
TAX (0%)	0.00
TOTAL	7,000.00
BALANCE DUE	\$7,000.00



is valid for 90 days. Valid Quotations must be in writing and are subject to availability and change in price unless such written quotations state otherwise.
Verbal quotations will not be honored.
Thank you for your business. We appreciate it very much

*PAYMENT AGREEMENT
TO J. MANSELL
ON MONTHLY BASIS.*

nces

Invoice



Windsor Road
Mogale City

SHIP TO
Bosasa Operations
No 1 Windsor Road
Mogale City

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1097	03/28/2016	\$7,000.00	04/08/2016	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Consulting Consulting CCTV System Integration VAT Number 4070165735	1	7,000.00	7,000.00T

Bank Details

Name: Mansell American Inc
Bank: Wells Fargo
Type: Checking
Acc: 7245119479
Wire Routing: 121000248
Swift: WFBUS6S
Bank Address 900 RANCH ROAD 620 S STE D100
LAKEWAY, TX, 78734
Company Address Mansell American Suite 207 McArdle
Business Park, Building 317, Ranch Road 620 South,
Lakeway, Texas 78734

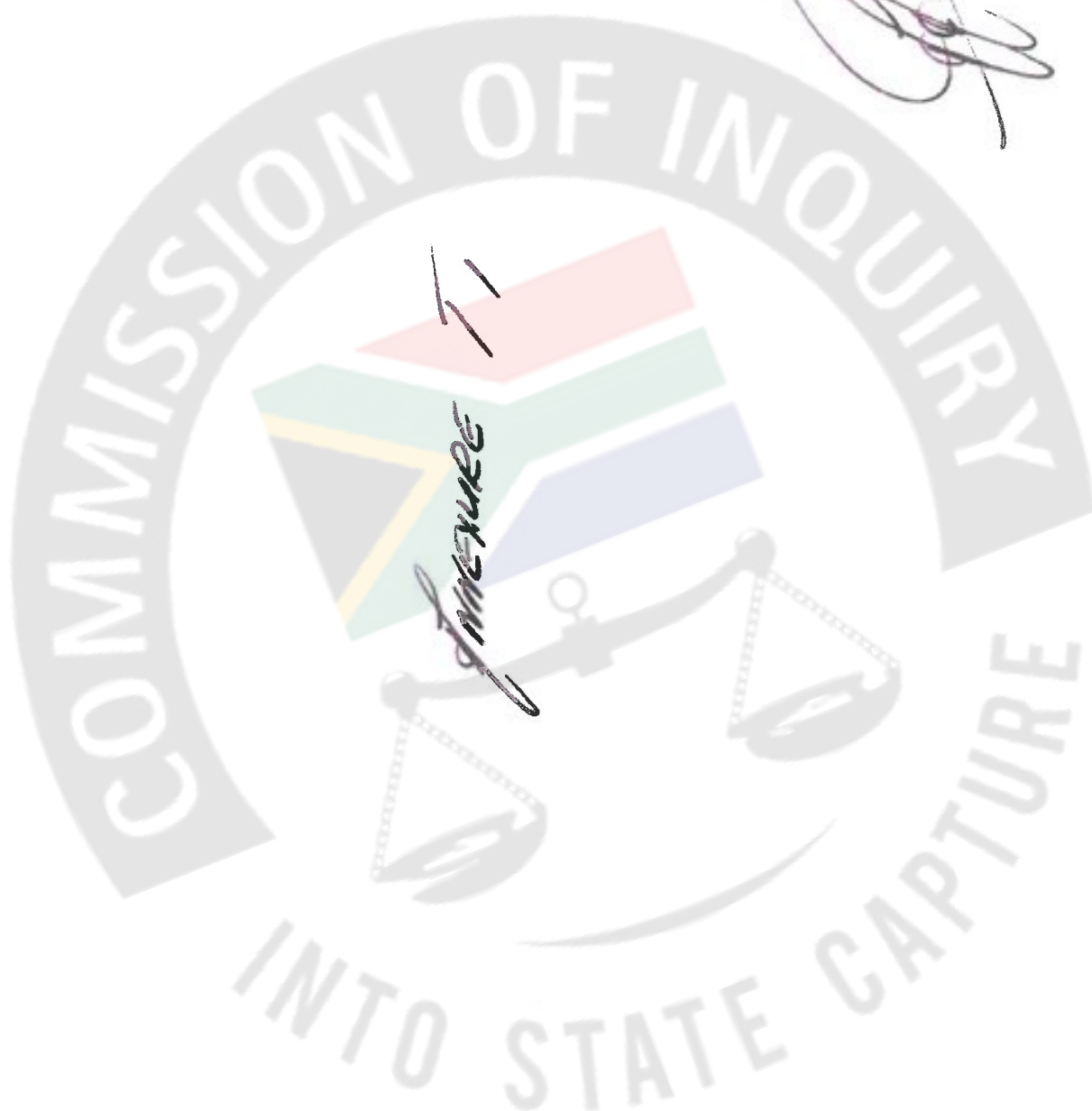
Thank you for your business, we appreciate it very much.

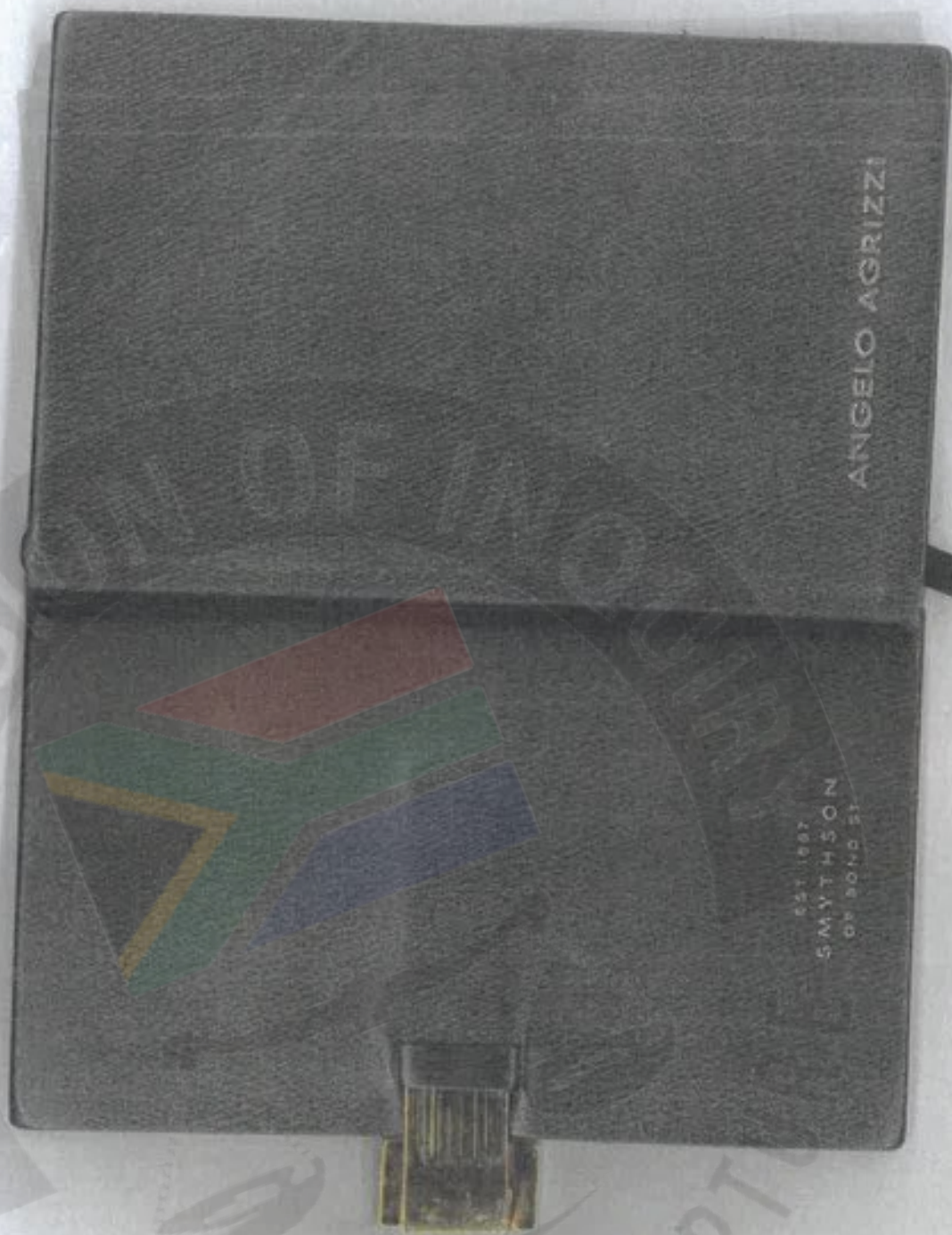
SUBTOTAL	7,000.00
TAX (0%)	0.00
TOTAL	7,000.00
BALANCE DUE	\$7,000.00



11

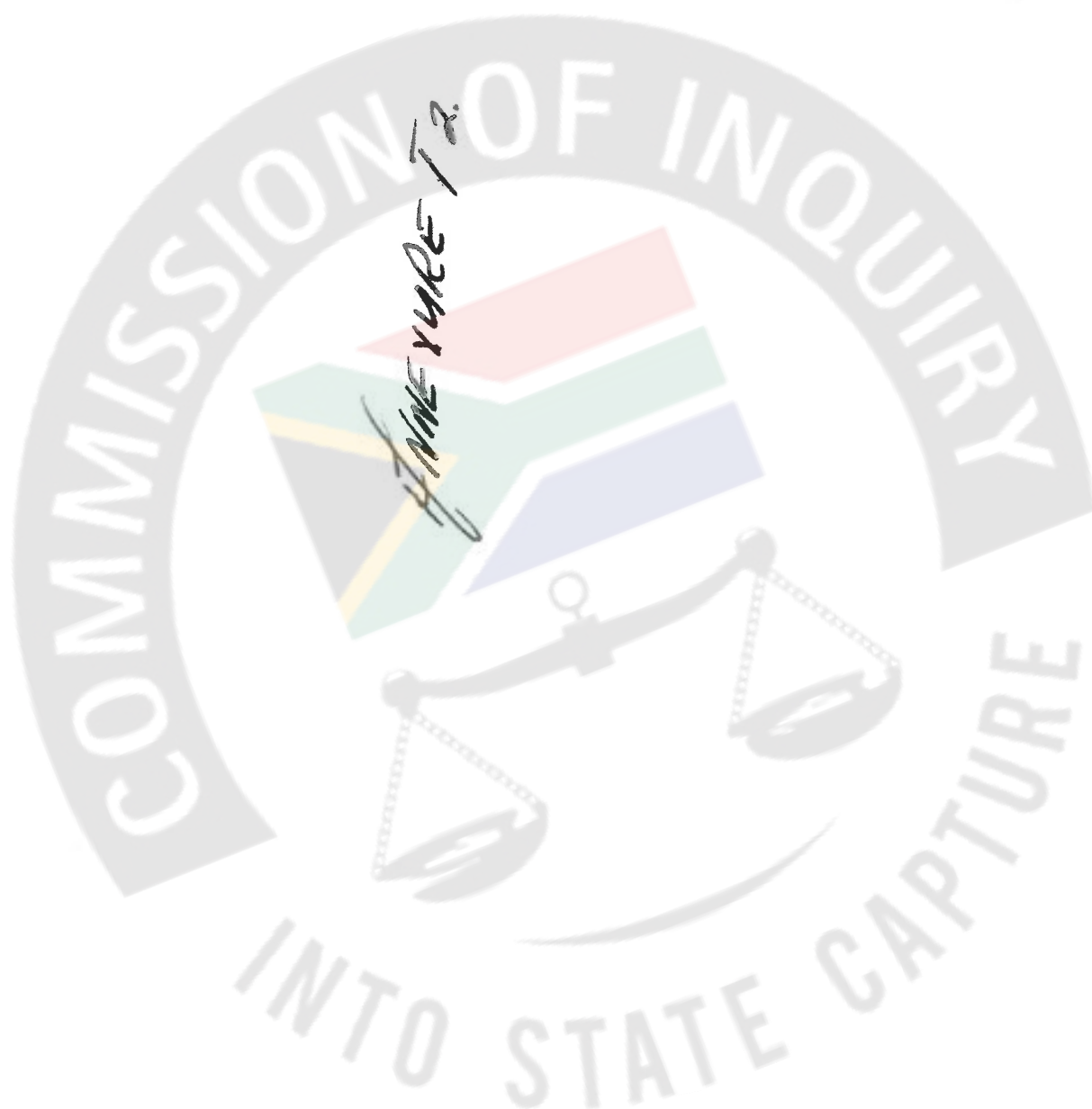
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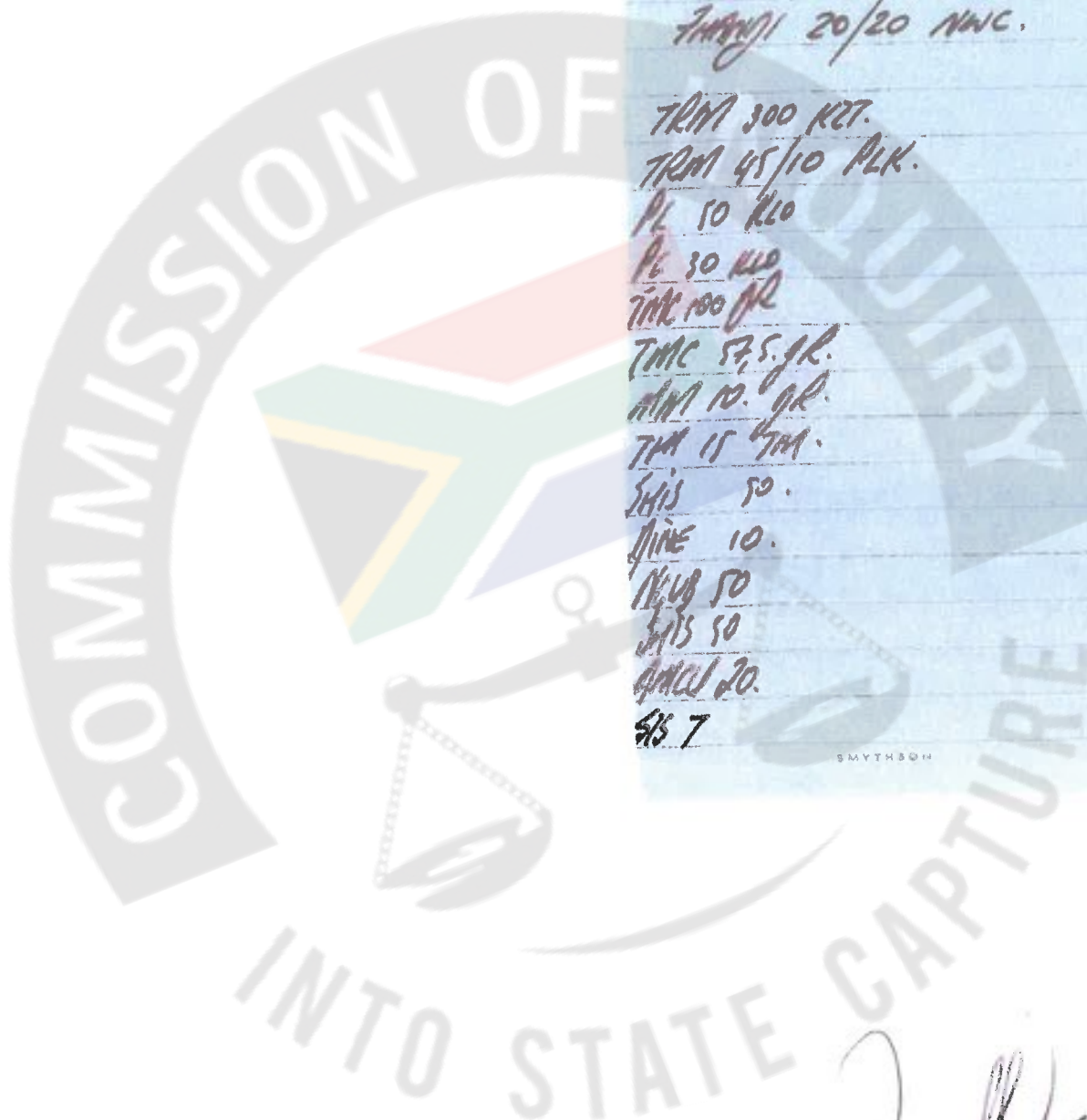




72

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TUNE.
 ZANDI 20/20 NWC.
 TRM 300 K27.
 TRM 45/10 PLK.
 PL 50 K20
 PL 30 K10
 TMC 100 GR
 TMC 57.5 GR.
 AM 10. GR.
 TM 15 TM.
 SHS 50.
 JUNE 10.
 NUB 50
 SHS 50
 GACU 20.
 SLS 7

[Handwritten signatures]



23



[Handwritten signature]



TEN - FEB 2016

RECON - TRK BACK
TO PETTY CASH.

T. VAN ZYL.

R107,000 = 00

OK ORDER.

ORDER RECEIVED

2016/02/18.

R 3,200,000

2016/02/25

2,800,000.

6,000,000.

4,107,000.

SMYTHSON

March 1.

ELORA 100,000

CARLOS R 10,000.

FRANZIE R 10,000.

GRYNO R 5,000.

DANE V R 5,000.

LEON V R 5,000. OR 5,000.

THANA R 75,000.

NES CAPE R 50,000.

NOLVES MEZ 50,000.

DAIMONG 65,000.

TIBA V 100,000.

TOLIBANA 100,000.

CLARE M 100,000.

MARVERI 10,000.

MAULE 20,000.

655,000

SMYTHSON



T4



[Handwritten signature]



JAN 2015.

ARMY TO G.W.
LINDSEY CUMEST.
FUT R54

R.R. 20
MARA LEMARANE 50
TANGI MAAKO 50
SYVIA MEZ 30
SYVIA 75
SYVIA 135
TUMATY 10.
TUB GUMETI - MD - 40
TUMATY - 40.
TANGI - 40.
MARA LEM - 2. MAAKISE 1,000 000.
SMYTHSON
2186000.

ARMY GIVING 110,000
VINCENT SMITH 100,000.

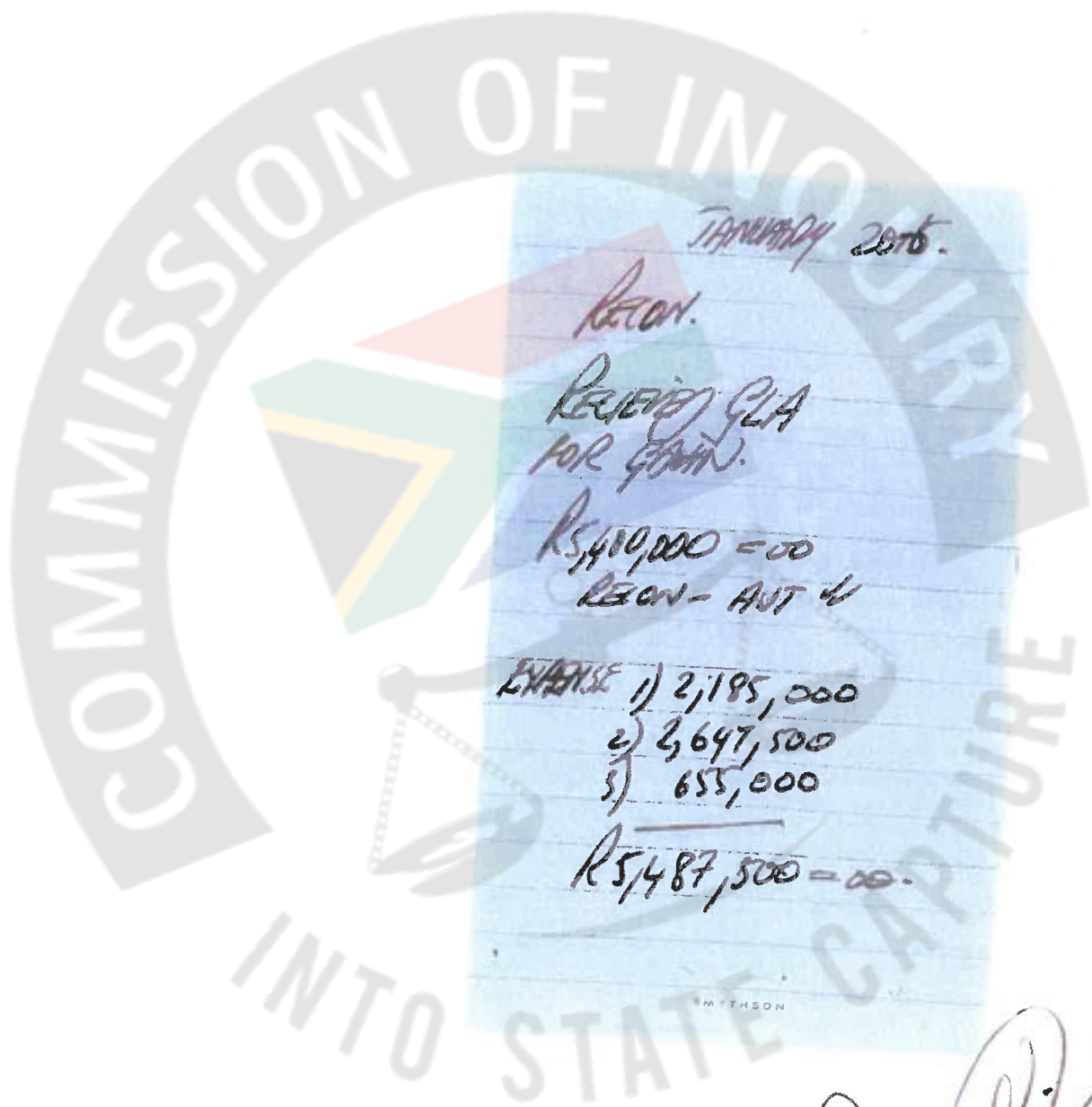
POTLY JEDINIA
R1,000,000
R1,200,000.

TUMATY
MUM 50,000.
SHISHI 50,000
MAGENA 15,000
MAAKO 15,000.
MELE 57,500.
MUM 50,000
R2,647,500 = 20.
SMYTHSON



ST





JANUARY 2016.

REC'D.

REVIEWING GLA
FOR GAIN.

RS400,000 = 00
REC'D - AUT 1/1

EXPENSE 1) 2,185,000
2) 2,647,500
3) 655,000

RS487,500 = 00.

MATTHSON

②

[Signature]



✓
H



Oct 2016
 NYONARE 10
 NYONARE 5
 MERCE 10 ONE OF.
 MURDER 10 - CQ.
 NONG 5 - 10
 MURDER 5 - NW/PA
 MURDER 5.
 SUT. 50.
 J. CUM 65
 T.S. 30
 M.S. 30
 H. 71
 EN 700
 KOW 85.
 CK 50
 NMT 100.

January 300.

RAYTHEON

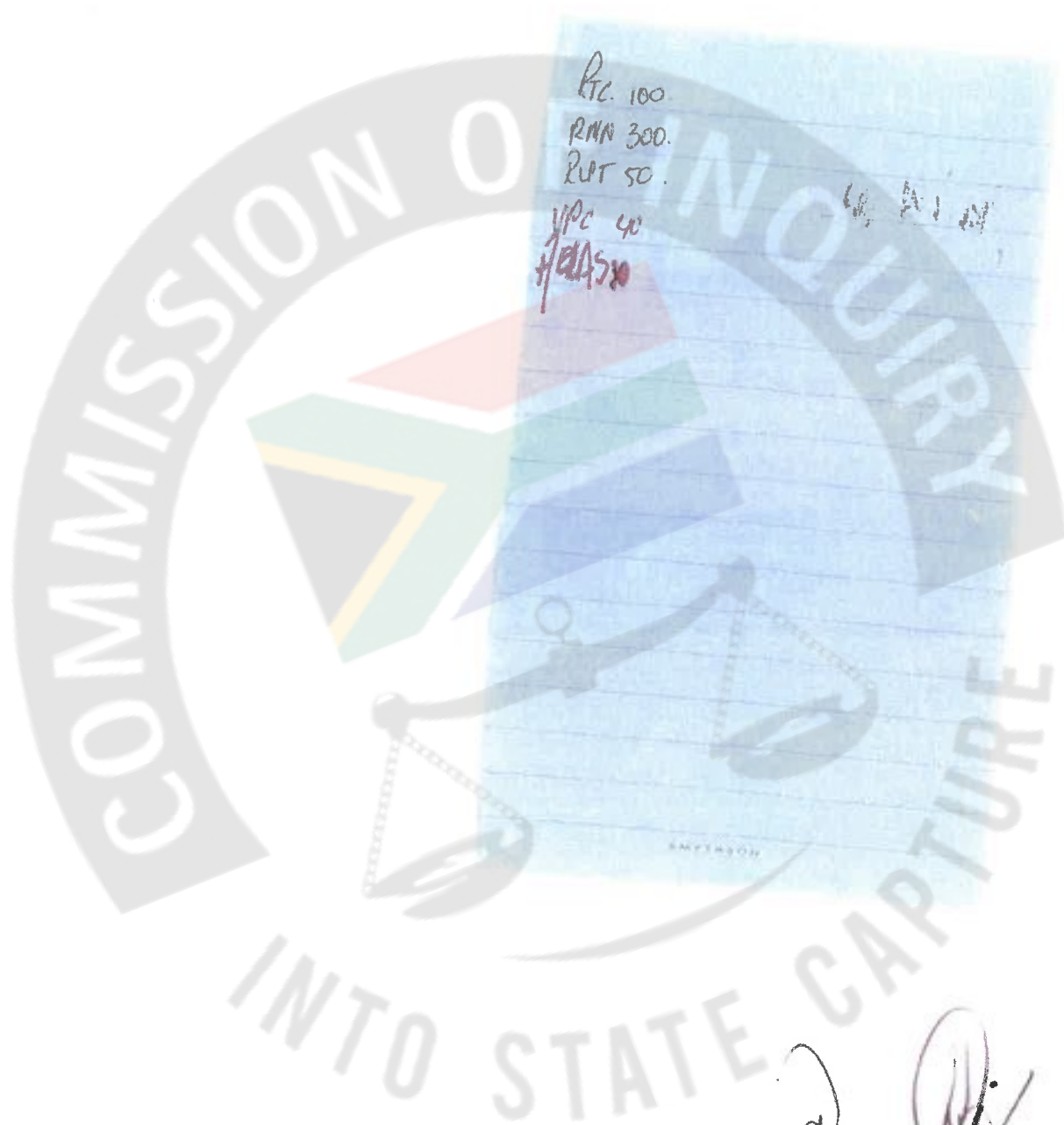
RAYTHEON

INTO STATE CAPTURE

[Handwritten signatures]







RTC. 100.
RNN 300.
RUT 50.
IPC 40
H/ASX

Handwritten signatures and initials.

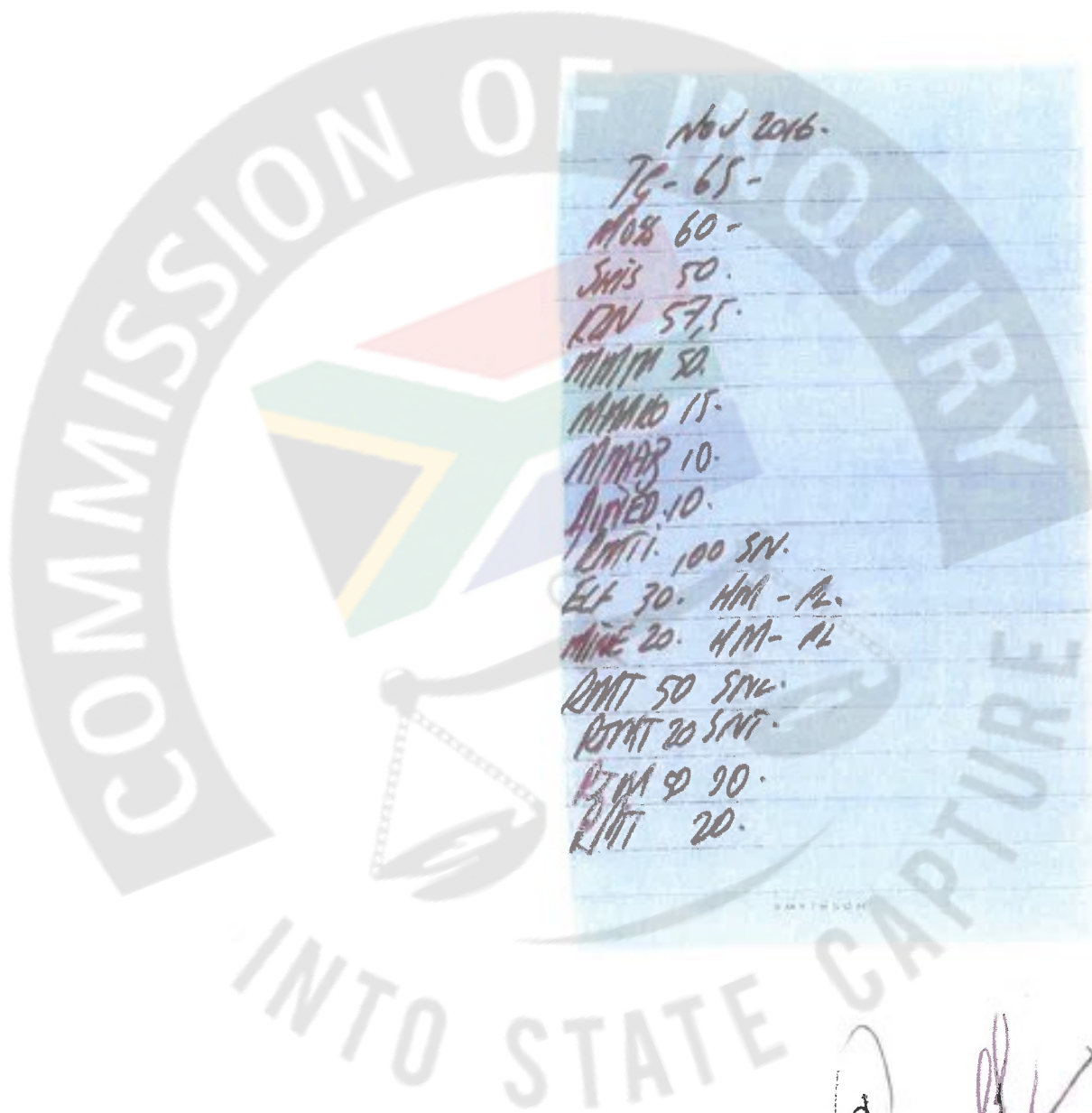


8
7



Signature





Nov 2016.
 75-65-
 108 60-
 SWIS 50.
 RDN 57.5.
 MINIM 50.
 MINIM 15.
 MINIM 10.
 DUTY 10.
 DUTY 100 SV.
 ELF 30. HM - AL.
 MINE 20. HM - AL.
 DUTY 50 SV.
 DUTY 20 SV.
 HM 20.
 DUTY 20.

(Signature)

(Signature)



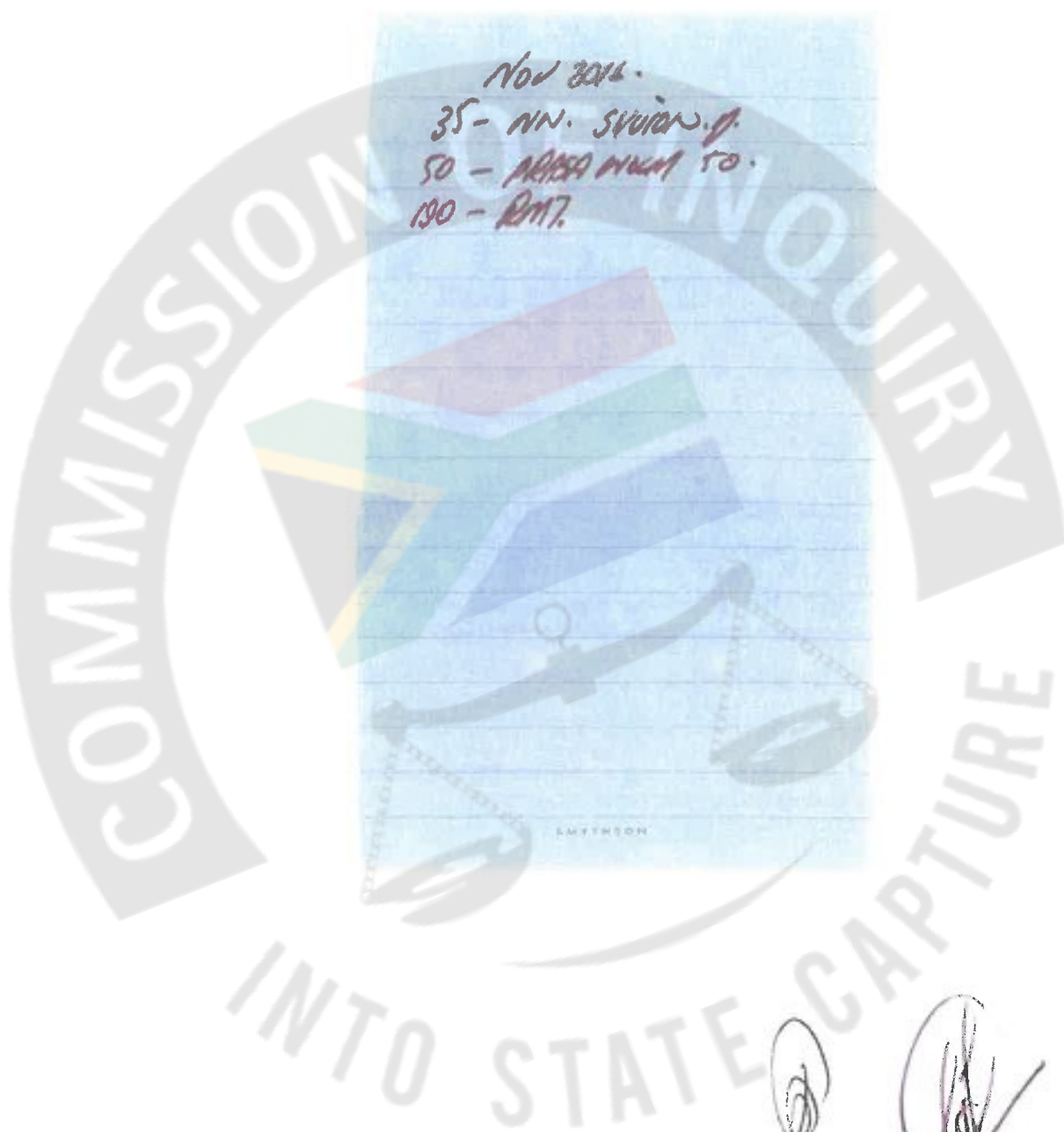
67



Two handwritten signatures are present in the bottom right corner of the page.



Nov 2014.
35- NN. Sullivan.
50 - AREA NUM 50.
130 - RM7.



Two handwritten signatures are located at the bottom right of the page. The first is a small, circular mark, and the second is a larger, more complex signature.



210



PIKA R1000,00
 GABRIEL R20,000
 LOUIS R20,000
 JASON R20,000
 CHRIS R10,000
 MARK E R10,000

RICHARD R65,000
 TIBA R100,000
 GRAE R100,000
 JONAS R100,000
 MWEZI R10,000
 TANY R20,000

R605,000

JOE GUMEJE R40,000
 JASON R40,000
 MONTY R40,000



277



Handwritten signatures and initials.



PAPA - TOWNS R39,000 = 00
 ZACH MORGIS R1,000,000 = 00
 HOME AFFAIRS R15,000 = 00

THANGI MAROKO R75,000

SYLION JHAMI R135,000

R. ROSE R5,000

DR LOUIS R5,000

JANIEV R5,000

LEON R5,000

CHARLES R10,000

ANDRES R10,000

GRACE R10,000

CHARLEN R10,000

SMYTHSON R135,000

2nd.
 18 REAN.

ALUM R6,000,000
 VERGE R107,000

- 1) R1315,000 = 00
- 2) R437,500 = 00
- 3) R605,000 = 00
- 4) R110,000 = 00 (P.9).

R3425,500 -
 IN GAIN STATE
 CHECK LINDSEY

NOTE LEFT 2,000,000
 11,900,000
 425 IN DROP

INTO STATE CAP



712



[Handwritten signature]





~~PUNISH GIK~~
AUT & AA & TVZ.

TAMERL.

MARIMAZZA R15,000.
Mouet Ngabo R 50,000.
SHISHI MAT R 50,000.
NELE R 57,500.
GIKE R 20,000.
NUM R 50,000.
MUAZBA R 17,500

PUTER R 140,000
EMER R 40,000.

R437,500 - 20.

SMYTHSON



T13



$\text{Prs } 8400$
 $\text{KL } 50 - \text{MAR } 54 \text{ R.}$
MAR. 11
 $\text{TH} = 105.00.$
 $\text{L } 307 \text{ TH}$
 $\text{L } 307 \text{ MMH}$
 $\text{L } 45 \text{ TH CONSUMS}$
 $\text{Pr} = 71,000$
 $= 10,000 - \text{TH}$
 $\text{T. MAR.} = 5,000 - \text{NONG.}$
 $= 5,000 - \text{NONG.}$
 $= 5,000 - \text{MAR.}$
 $= 5,000 - \text{MAR.}$
 $= 5,000 - \text{AR. EDOE.}$



T/4






Handwritten notes on lined paper:

My center:

- 7,000 - 8,000 Rammak
- 5,000 Rongyali
- 5,000 Myikan
- 10,000 Janyan
- Lufano

BN-

- 1000 R.
- 15 7as m.
- 50 - mmm
- 50 smi.

Reptiles

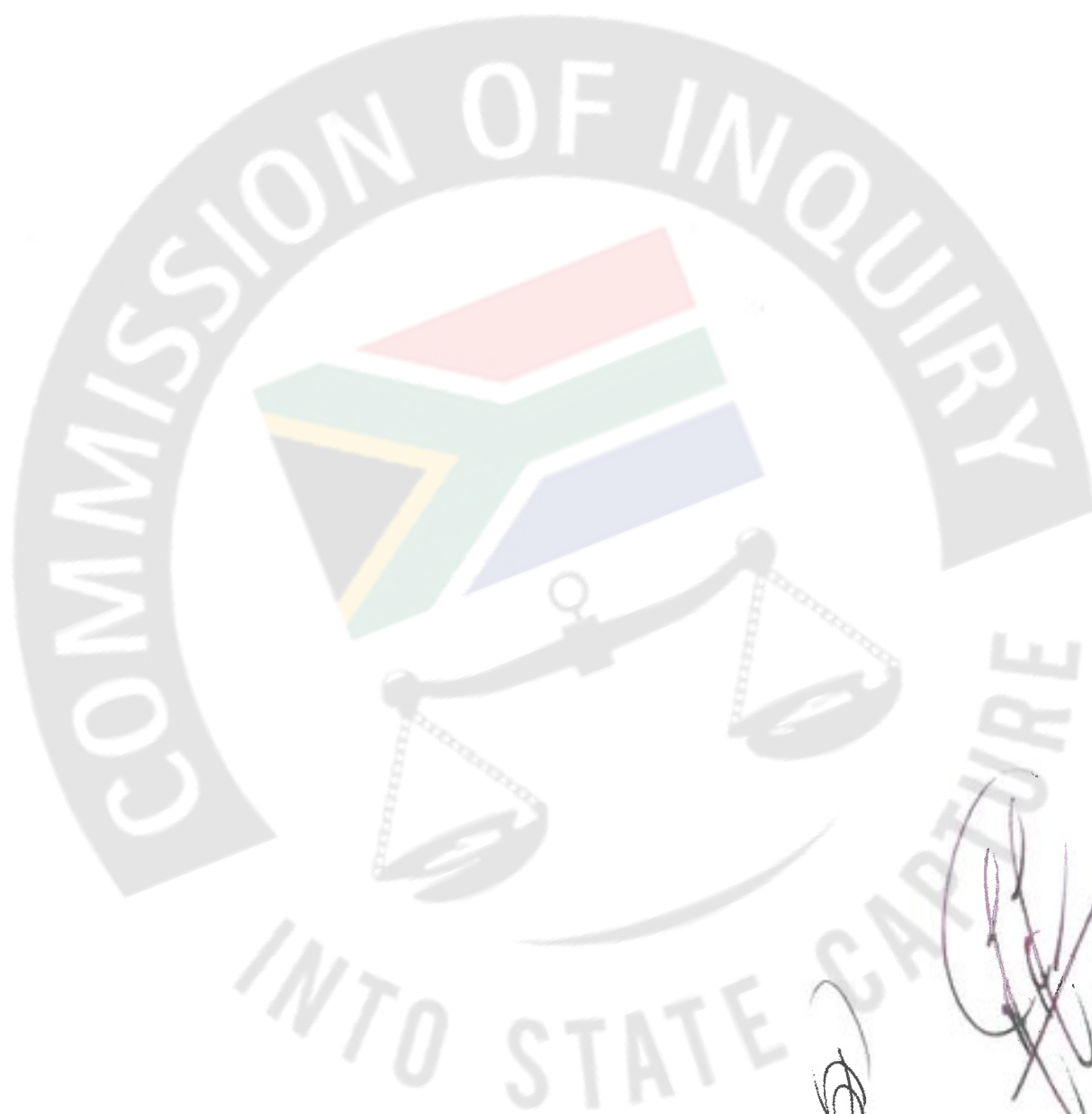
- 10 - mm
- 50 - 1000 R.
- 10 - amon.

NOISE

NOISE



7/5



[Handwritten signature]



MTPA 100 SMC
 MTPA 20 TS.
 MTPA 100 SMC
 MTPA 15 ADO
 MTPA 100 GME
 MTPA 20 SMC
 PEG 110 ACS
 AC 140 - 2000 VACU
 TOST 400 - 575
 CMT 300 - 575.
 TUC 10 - AA
 FERR - 10.
 CDON - 10.
 DYS - 5
 LUT - 5
 AE - 5



7/6








Added
to M.I.W.

DELS 5
10. 79-1461ES
LWR 1480 - farms.

CMTI. - 59,000. M.L.
M.V. - 20,000. G.H.
R.N. - 19,000. G.H.



114



Handwritten signatures in black ink.

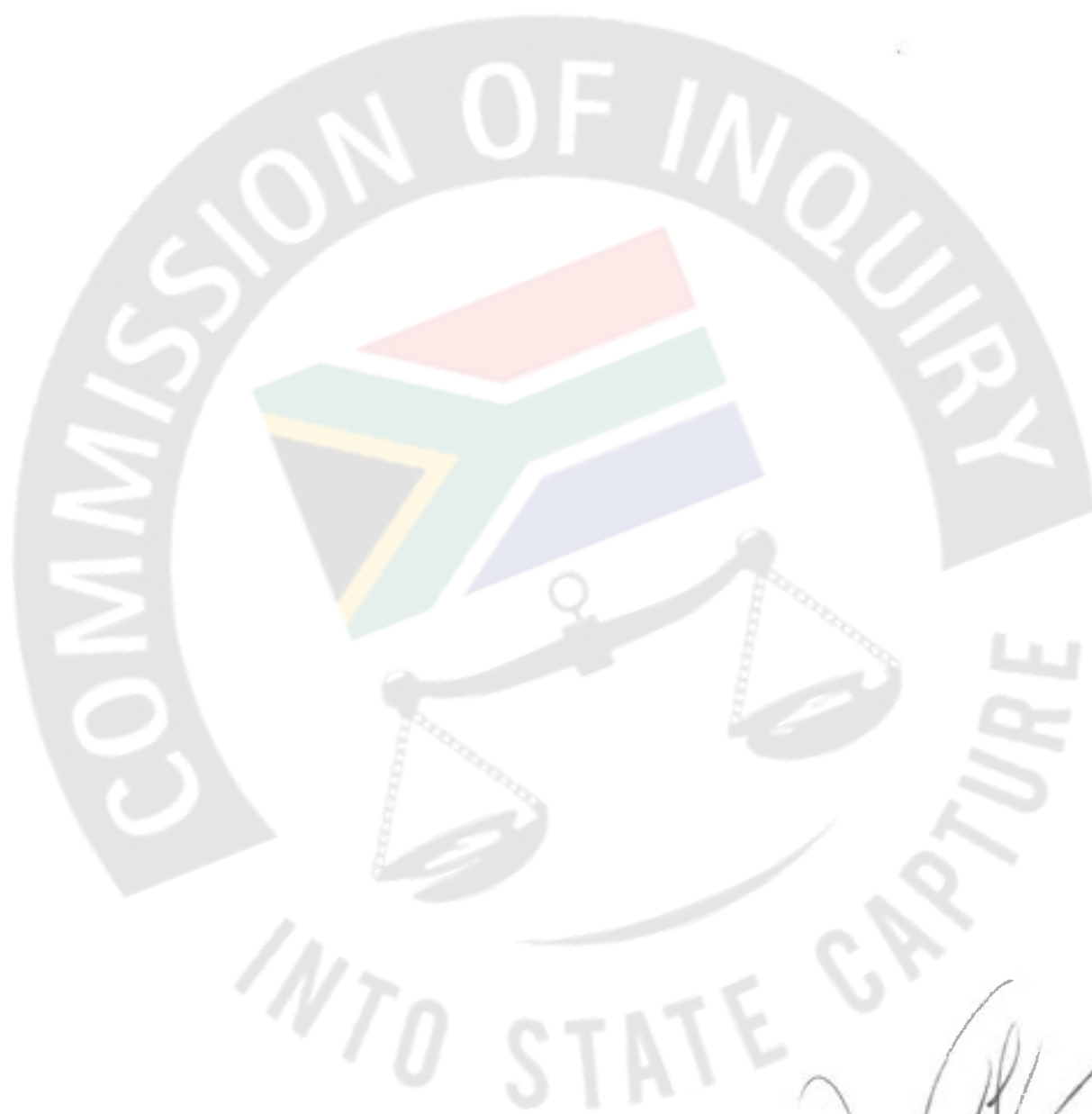


Alt 10000
LH 20 pgs.
MMSO pgs.
TSM-30 pgs.
ET 30 pgs.
MNC 20 pgs.
Cataldo pgs
ALERT 20 cpy.
TIME SENCE.

no/par



8
7/14



Handwritten signatures and initials.



1/227 300
 300
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 + 40 8/10000
 2117 300 Hz.
 11C 50 Hz.
 121 30 Hz
 11C 100 Hz.
 121 30 Hz.
 11C 110 Hz.
 11A 20 Hz.
 11A 20 Hz.
 11C 50 Hz.



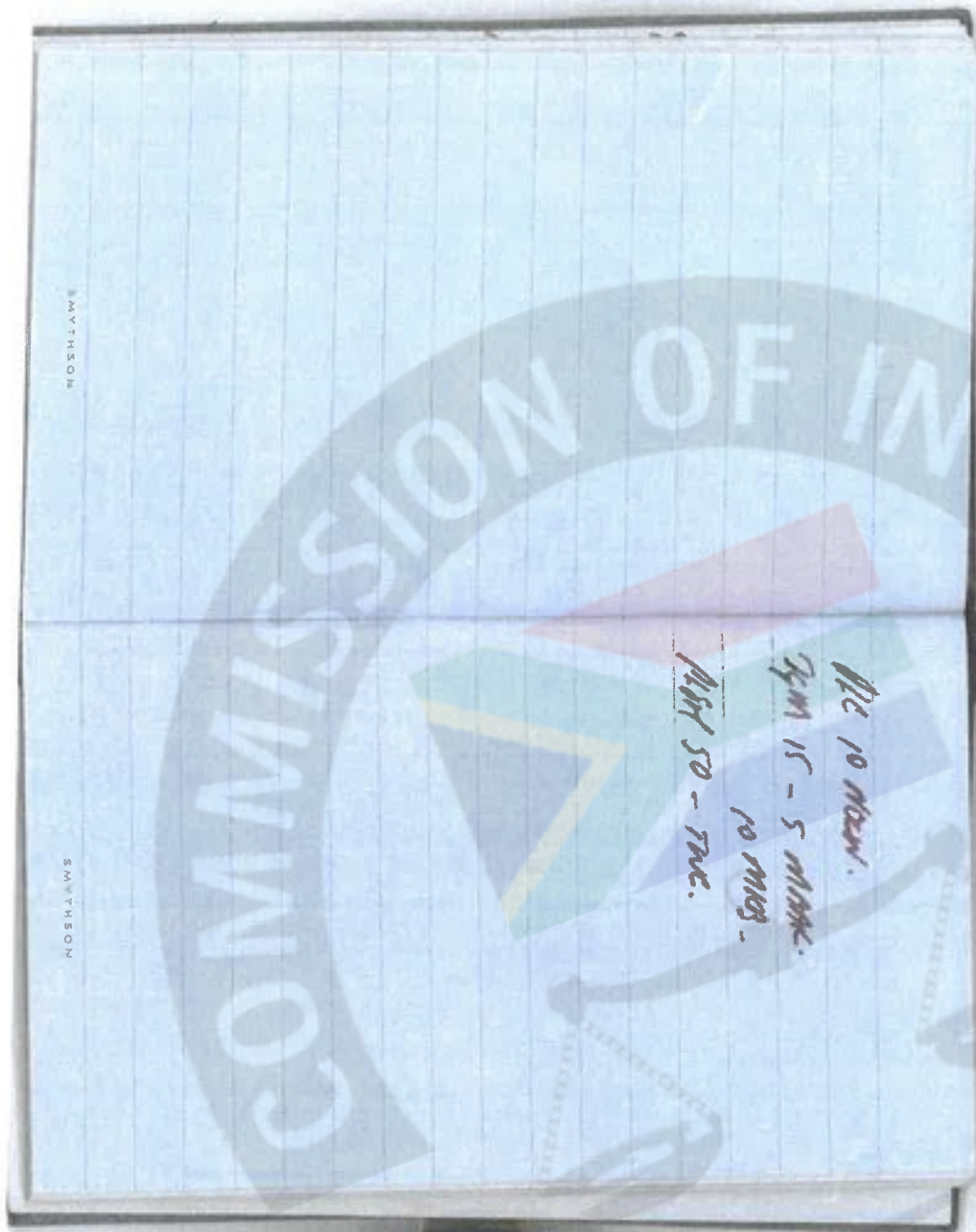
614



[Handwritten signature]

[Handwritten signature]





Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

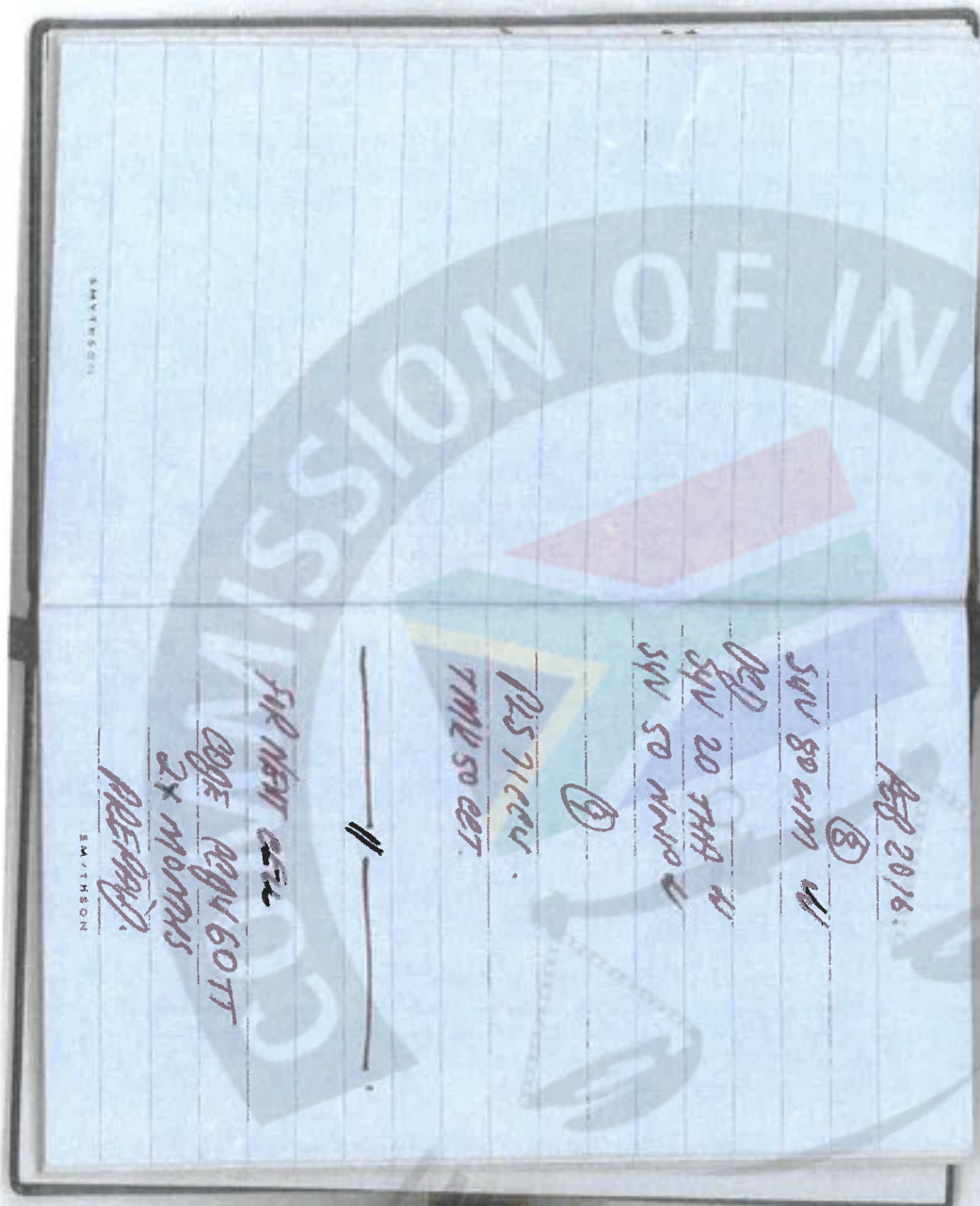
720



Handwritten signature or mark.

Handwritten signature or mark.





Handwritten signatures and initials.

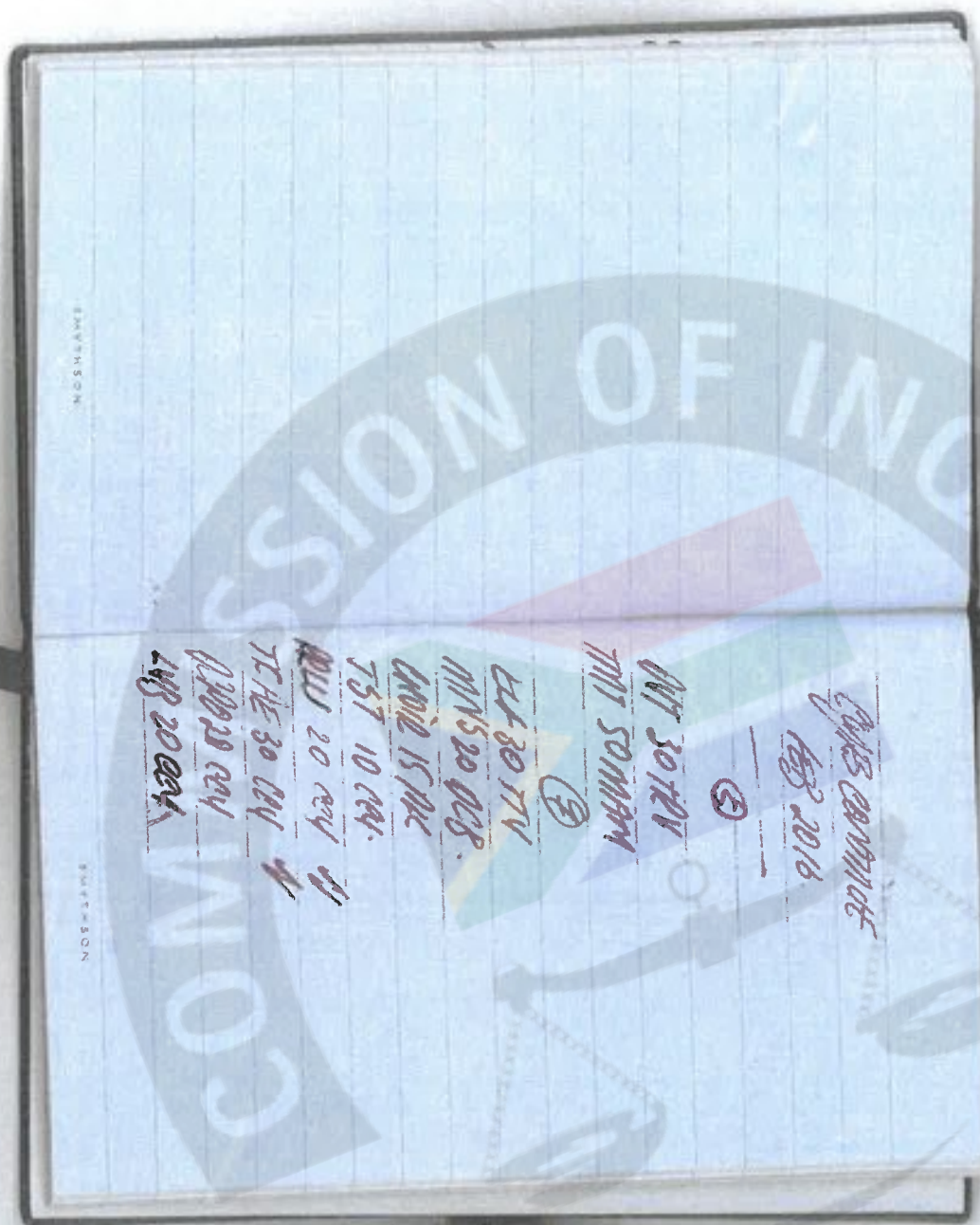


2
1



Handwritten signatures and initials in black ink.

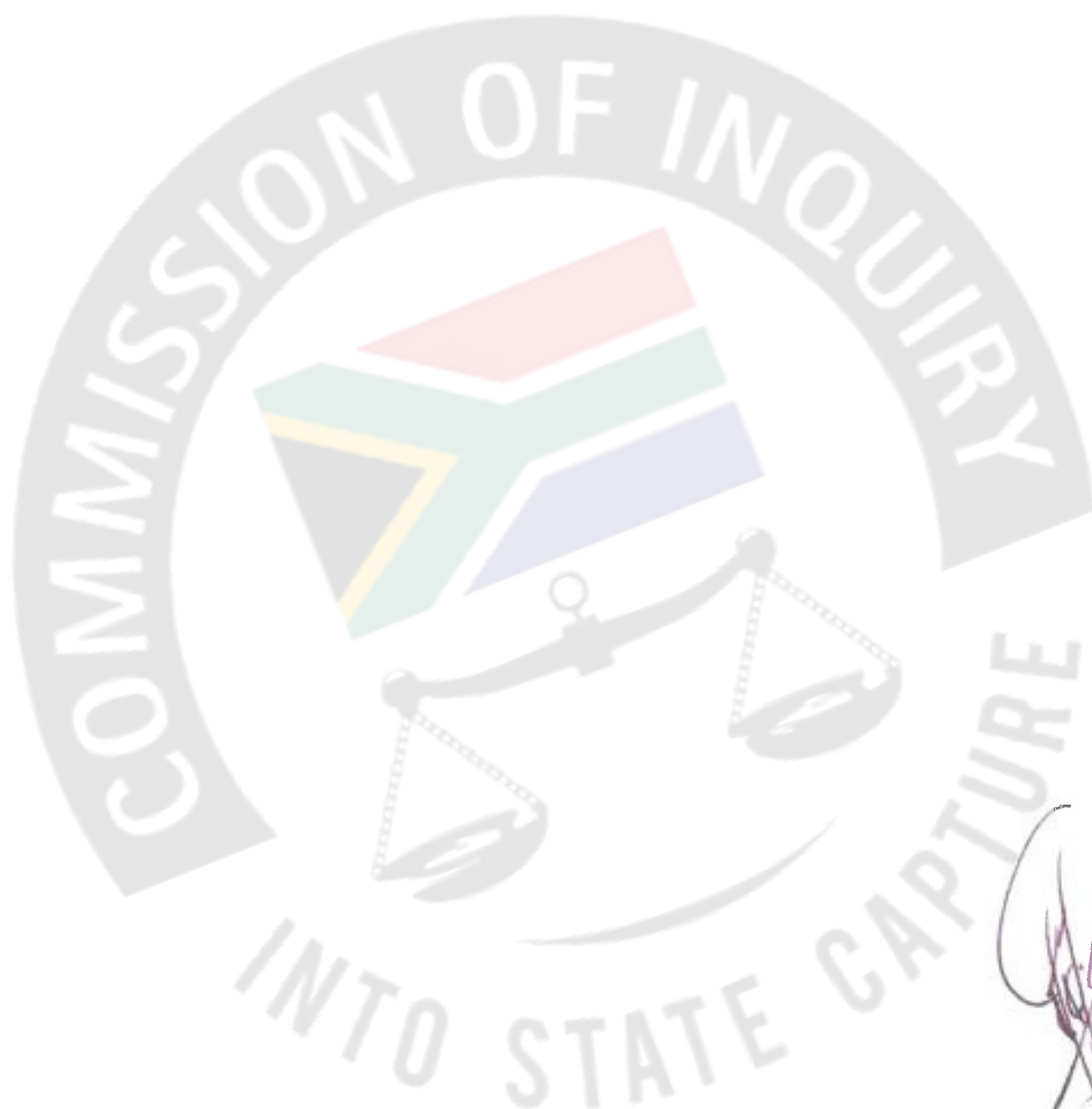




Handwritten signatures and initials in black ink, including a large, stylized signature and several smaller initials.



722



[Handwritten signature]



25/2/2016
 eggs for AGE APP PROVES
 000/100.

③
 AGE 110 ACB. ✓
 WSP 80 ACB. ✓

ZMC 300 TM ✓
 TMS 100 CRY. ✓

⑥
 SMC 100 ACB. ✓
 SMC 10 ACB. ✓
 DMT 85 ACB. ✓
 TAY 20 ACB. ✓
 GMS 100 ACB. ✓
 GMM 10 CRY. ✓
 REGA 20 CRY. ✓



AN
 [Handwritten signature]



723



[Handwritten signature]



8/28 18 00F.
25/2/2016.

①
W/100 50 1000.
M/100 30 1000
M/100 20 1000
S/100 50 1000
L/100 50 1000
P/100 50 1000
K/100 20 1000.
②
T/100 30 1000.
M/100 30 1000
P/100 30 1000
L/100 10 1000
S/100 25 1000.



727



Handwritten signature in purple ink.

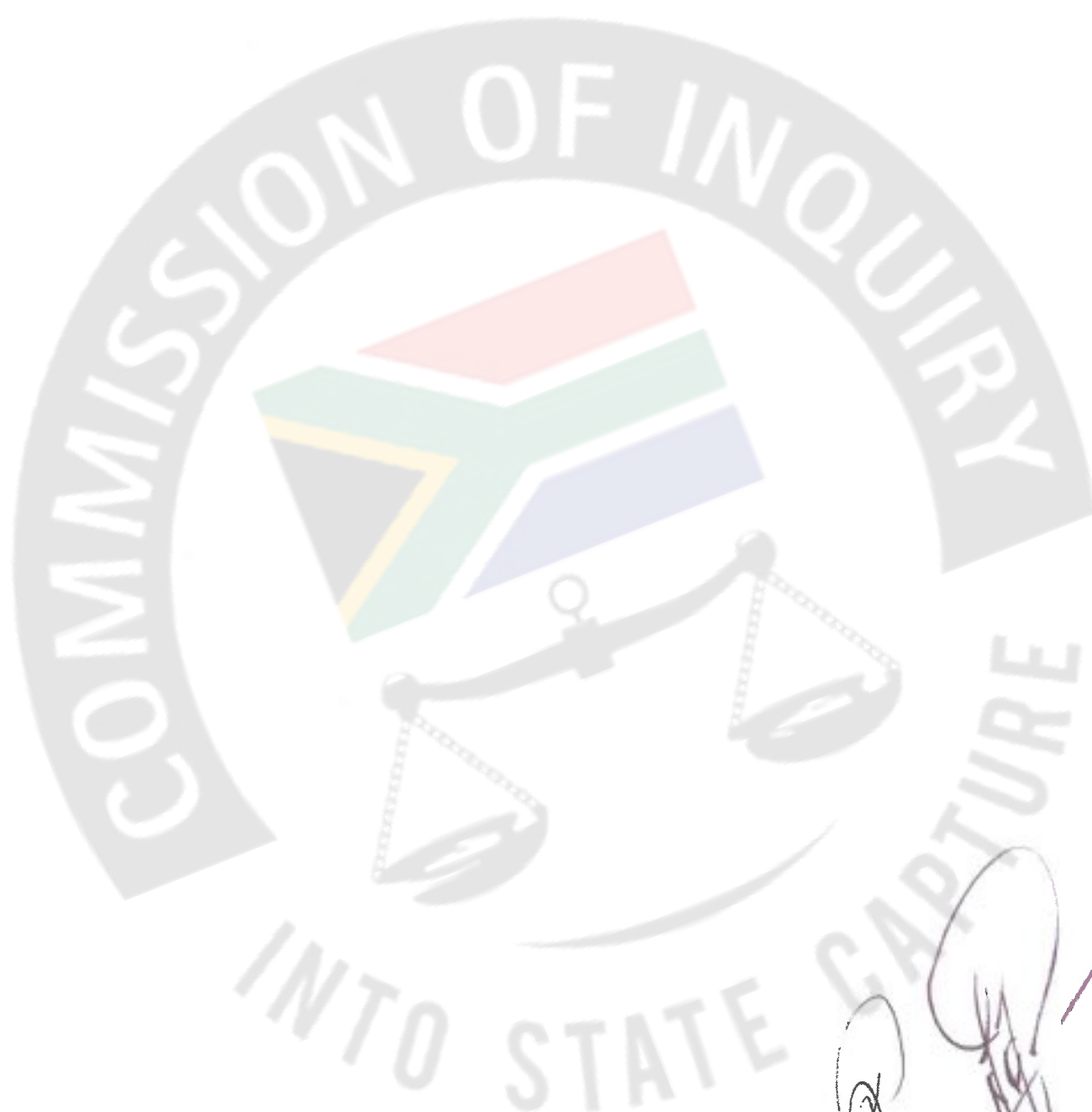




[Handwritten signature]



725



[Handwritten signature]





726



[Handwritten signature]



Бет 4 300 см.
 Бет 5 1000 см.
 Бет 6 2000 см.

2012-1102 - 2012-1102

2550 mm.

Тем 20 мм 97т.

1947 30

1997

5000

THE UNIVERSITY OF CHICAGO



7-27



[Handwritten signatures]





[Handwritten signature]



728



[Handwritten signature]



77L 915ccy.
 65 2885ccyA

QNC 100 445

14442024
13m200242
14420242
Amid y con.
Kern 20-025.

474E 10/1/85
SPU 150 ncr - 7m.

50c 300 gHE - TM

Sw 20 TML

Sum 110 ref.

INC 454 APR 16 1965

24 3047

45ce0

110 6211

82-001-28

1/12/2015
ALL PAGE 100

9/12/23



729



[Handwritten signatures]



111 2022
2011.5 11.5
2011.10 11.5

FORM 5647

Elk 30 A.A.

500 2M4

100 110 120
130 140 150
160 170 180
190 200 210
220 230 240
250 260 270
280 290 300
310 320 330
340 350 360
370 380 390
400 410 420
430 440 450
460 470 480
490 500 510
520 530 540
550 560 570
580 590 600
610 620 630
640 650 660
670 680 690
700 710 720
730 740 750
760 770 780
790 800 810
820 830 840
850 860 870
880 890 900
910 920 930
940 950 960
970 980 990
1000 1010 1020
1030 1040 1050
1060 1070 1080
1090 1100 1110
1120 1130 1140
1150 1160 1170
1180 1190 1200
1210 1220 1230
1240 1250 1260
1270 1280 1290
1300 1310 1320
1330 1340 1350
1360 1370 1380
1390 1400 1410
1420 1430 1440
1450 1460 1470
1480 1490 1500
1510 1520 1530
1540 1550 1560
1570 1580 1590
1600 1610 1620
1630 1640 1650
1660 1670 1680
1690 1700 1710
1720 1730 1740
1750 1760 1770
1780 1790 1800
1810 1820 1830
1840 1850 1860
1870 1880 1890
1900 1910 1920
1930 1940 1950
1960 1970 1980
1990 2000 2010
2020 2030 2040
2050 2060 2070
2080 2090 2100
2110 2120 2130
2140 2150 2160
2170 2180 2190
2200 2210 2220
2230 2240 2250
2260 2270 2280
2290 2300 2310
2320 2330 2340
2350 2360 2370
2380 2390 2400
2410 2420 2430
2440 2450 2460
2470 2480 2490
2500 2510 2520
2530 2540 2550
2560 2570 2580
2590 2600 2610
2620 2630 2640
2650 2660 2670
2680 2690 2700
2710 2720 2730
2740 2750 2760
2770 2780 2790
2800 2810 2820
2830 2840 2850
2860 2870 2880
2890 2900 2910
2920 2930 2940
2950 2960 2970
2980 2990 3000
3010 3020 3030
3040 3050 3060
3070 3080 3090
3100 3110 3120
3130 3140 3150
3160 3170 3180
3190 3200 3210
3220 3230 3240
3250 3260 3270
3280 3290 3300
3310 3320 3330
3340 3350 3360
3370 3380 3390
3400 3410 3420
3430 3440 3450
3460 3470 3480
3490 3500 3510
3520 3530 3540
3550 3560 3570
3580 3590 3600
3610 3620 3630
3640 3650 3660
3670 3680 3690
3700 3710 3720
3730 3740 3750
3760 3770 3780
3790 3800 3810
3820 3830 3840
3850 3860 3870
3880 3890 3900
3910 3920 3930
3940 3950 3960
3970 3980 3990
4000 4010 4020
4030 4040 4050
4060 4070 4080
4090 4100 4110
4120 4130 4140
4150 4160 4170
4180 4190 4200
4210 4220 4230
4240 4250 4260
4270 4280 4290
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4330 4340 4350
4360 4370 4380
4390 4400 4410
4420 4430 4440
4450 4460 4470
4480 4490 4500
4510 4520 4530
4540 4550 4560
4570 4580 4590
4600 4610 4620
4630 4640 4650
4660 4670 4680
4690 4700 4710
4720 4730 4740
4750 4760 4770
4780 4790 4800
4810 4820 4830
4840 4850 4860
4870 4880 4890
4900 4910 4920
4930 4940 4950
4960 4970 4980
4990 5000 5010
5020 5030 5040
5050 5060 5070
5080 5090 5100
5110 5120 5130
5140 5150 5160
5170 5180 5190
5200 5210 5220
5230 5240 5250
5260 5270 5280
5290 5300 5310
5320 5330 5340
5350 5360 5370
5380 5390 5400
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5440 5450 5460
5470 5480 5490
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5530 5540 5550
5560 5570 5580
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5620 5630 5640
5650 5660 5670
5680 5690 5700
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5740 5750 5760
5770 5780 5790
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5830 5840 5850
5860 5870 5880
5890 5900 5910
5920 5930 5940
5950 5960 5970
5980 5990 6000
6010 6020 6030
6040 6050 6060
6070 6080 6090
6100 6110 6120
6130 6140 6150
6160 6170 6180
6190 6200 6210
6220 6230 6240
6250 6260 6270
6280 6290 6300
6310 6320 6330
6340 6350 6360
6370 6380 6390
6400 6410 6420
6430 6440 6450
6460 6470 6480
6490 6500 6510
6520 6530 6540
6550 6560 6570
6580 6590 6600
6610 6620 6630
6640 6650 6660
6670 6680 6690
6700 6710 6720
6730 6740 6750
6760 6770 6780
6790 6800 6810
6820 6830 6840
6850 6860 6870
6880 6890 6900
6910 6920 6930
6940 6950 6960
6970 6980 6990
7000 7010 7020
7030 7040 7050
7060 7070 7080
7090 7100 7110
7120 7130 7140
7150 7160 7170
7180 7190 7200
7210 7220 7230
7240 7250 7260
7270 7280 7290
7300 7310 7320
7330 7340 7350
7360 7370 7380
7390 7400 7410
7420 7430 7440
7450 7460 7470
7480 7490 7500
7510 7520 7530
7540 7550 7560
7570 7580 7590
7600 7610 7620
7630 7640 7650
7660 7670 7680
7690 7700 7710
7720 7730 7740
7750 7760 7770
7780 7790 7800
7810 7820 7830
7840 7850 7860
7870 7880 7890
7900 7910 7920
7930 794

45100548

100 cm

100 MPa

✓ 215 03 216

1945 20 May. ✓

009 11 20 004 v

CR 11/10 200 ✓

[Faint handwritten notes at the bottom of the page, possibly "A part of the ..."]

70.15.1

SMYTHSON

SMITHSONIAN INSTITUTION

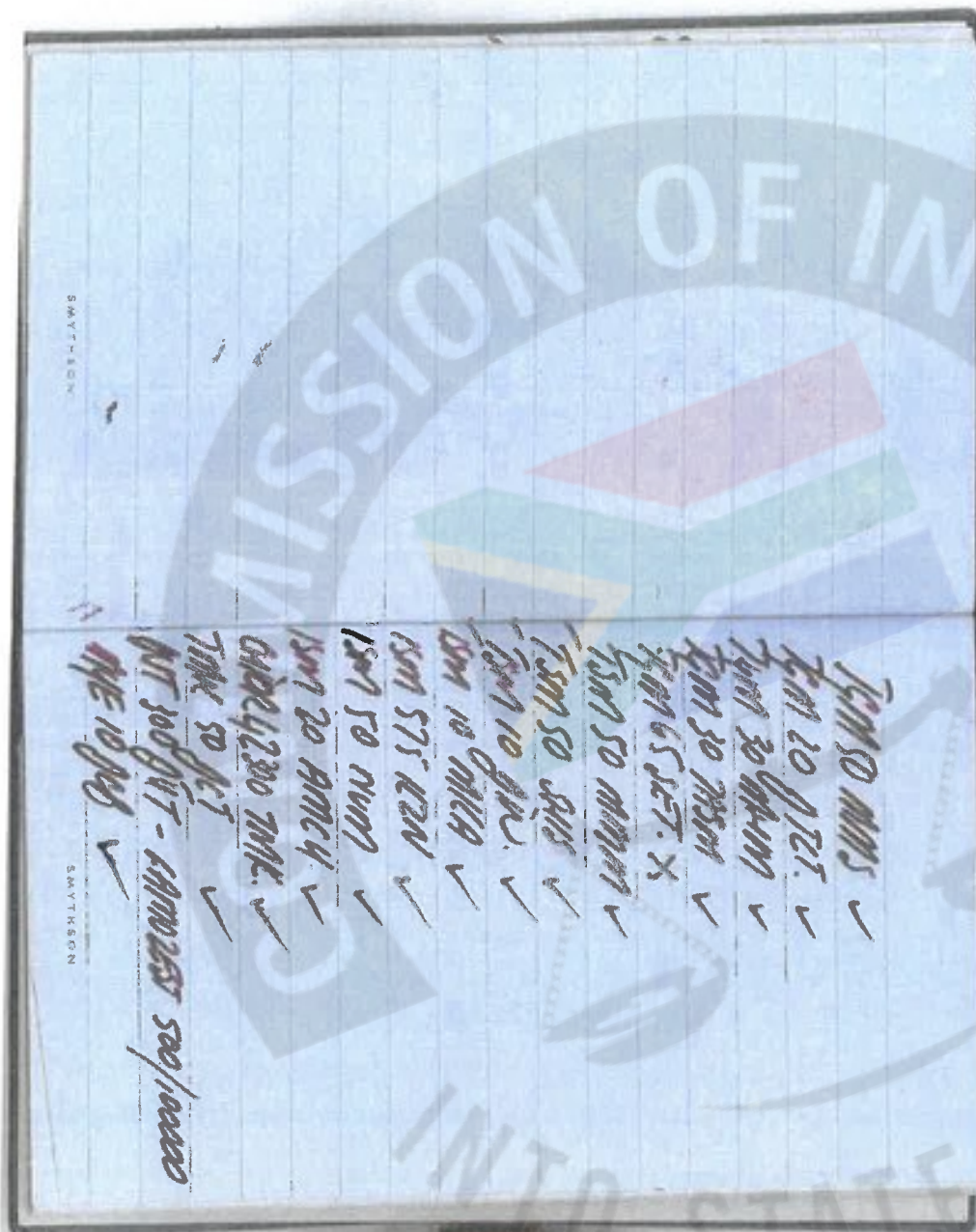


730



[Handwritten signature]





②

[Handwritten signature]



731



(Handwritten signature)

(Handwritten signature)

180827E
 14 50 07E
 42078 1st
 1405 02810E
 1405 30
 1405 30
 1405 15
 1405 10
 1405 10

1405 3900E
 1405 1800E
 1405 4,000 E
 1405 4,900 E



732



MISSION OF INQUIRY

SMYTHSON

SMYTHSON

Red 4415 ce4.

TMC 58 4/12

VSP 80 ce4

Fy 5 10 ce4.

ABR 10 ce4

TMA 56 ce4.

RA 20 ce4.

LE 20 KIT.

CH 10 RL

SP 60 ce4.

SP 15 ce4.

any 50 TMA.



[Handwritten signature]



733



[Handwritten signature]

[Handwritten signature]



MAY 1955

EMYLH:CN

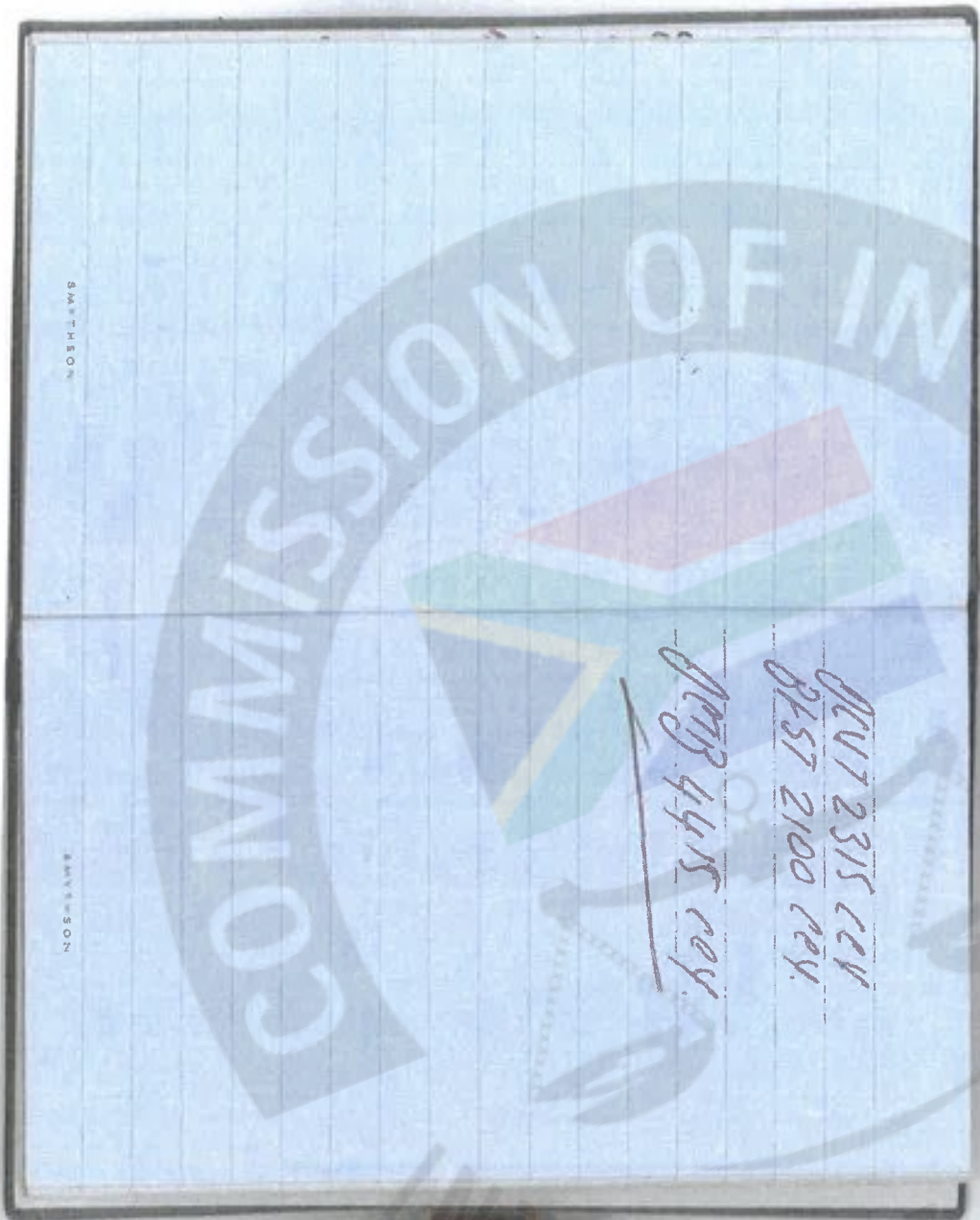
PNC 110 ccv. ✓
 PNC 100 ccv. ✓
 PNC 85 ccv. ✓
 PNC 100 snv. ✓
 PNC 100 AMT. ✓
 NYC 100 ccv. ✓
 AST 57,500 ccv. ✓

PLST 71 CBY.
MLB 10 CBY
JIKS 15 DMM
MATH 20 TRNG
JHS 20 DMMY.
MGA 10 TRNG.



734





[Handwritten signatures and initials]

735



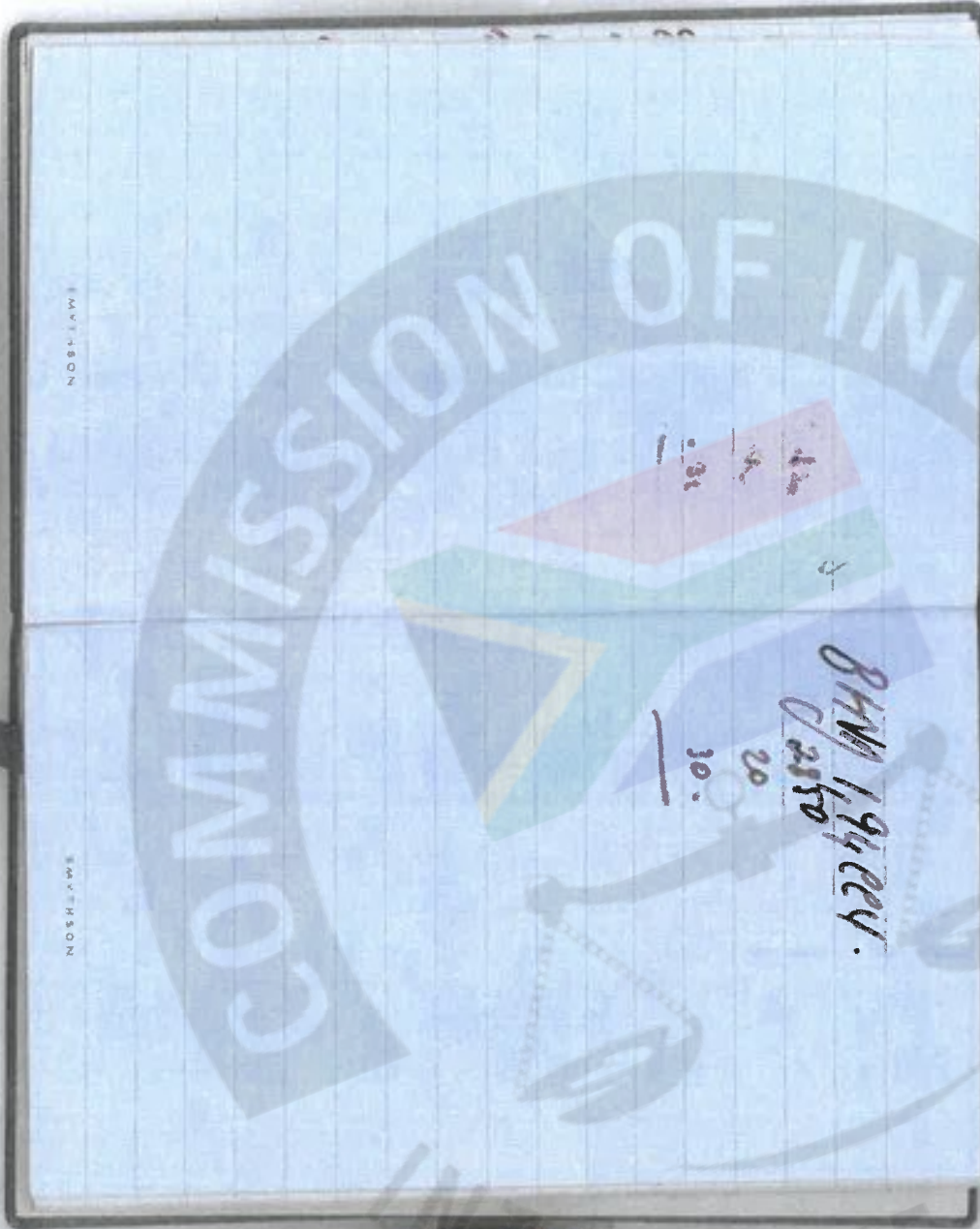
[Handwritten signature]





736



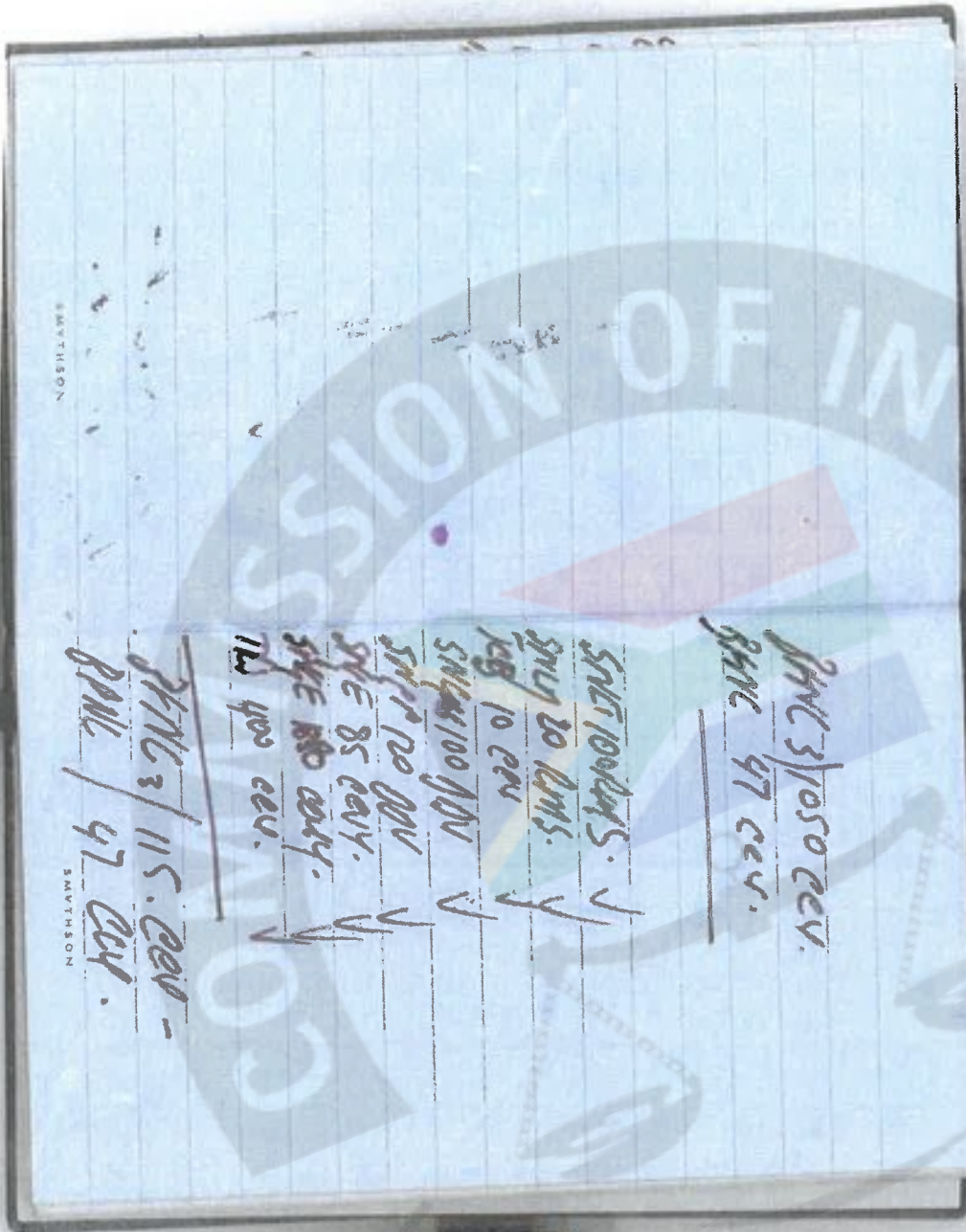


131



[Handwritten signatures]





①

[Handwritten signature]



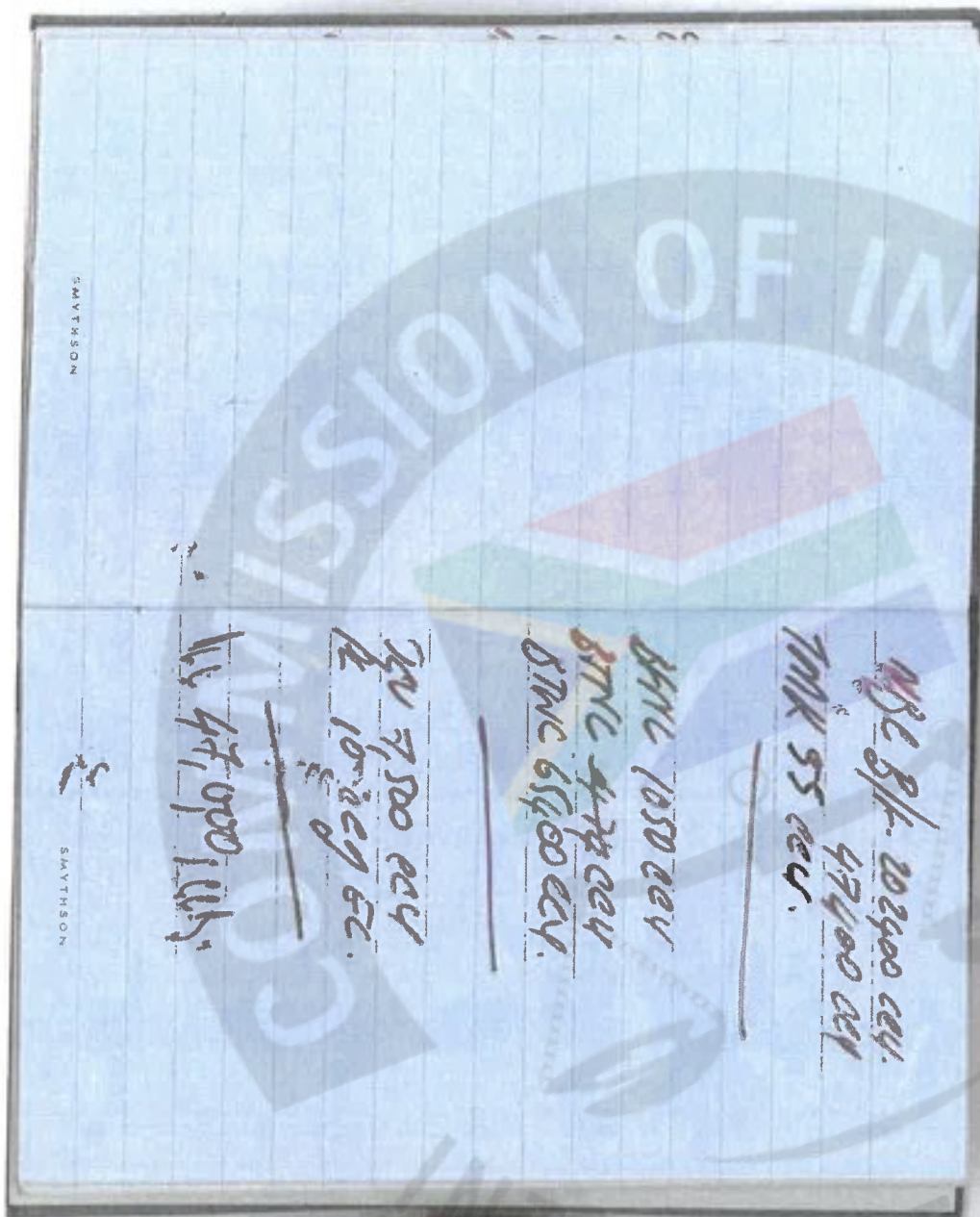
73



①

[Handwritten signature]





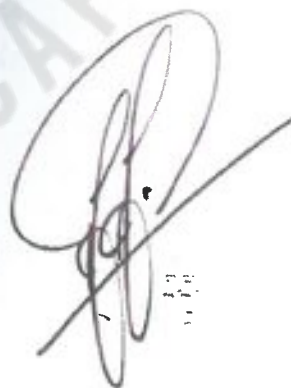
73

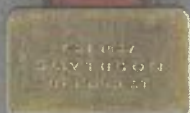


Handwritten signatures and initials.

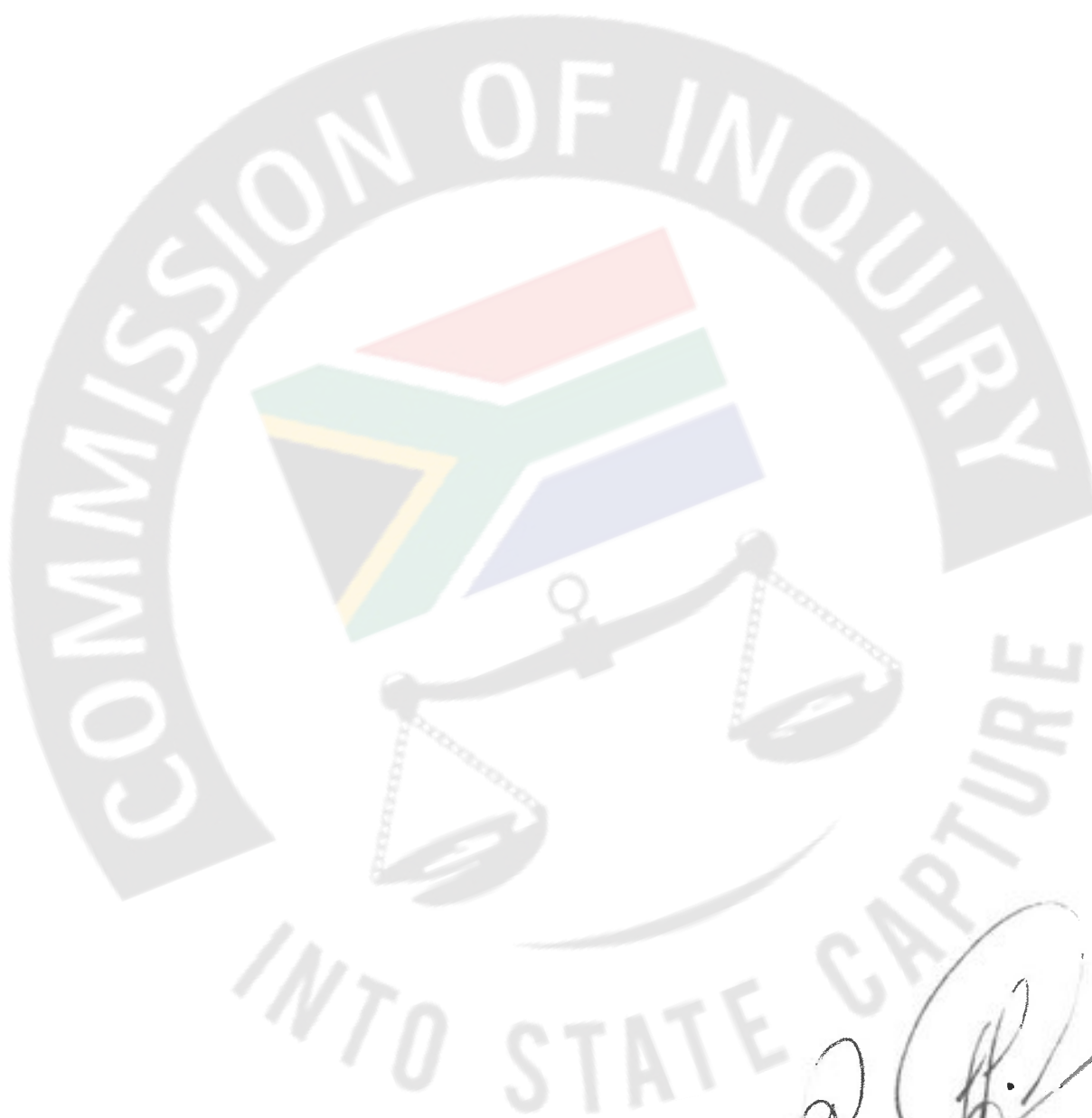


MISSION OF INQUIRY	
<i>MC 1050 22V</i> <i>877C 202400 22V</i> <i>877C 47400 22V</i>	<i>MC 1050 22V</i> <i>877C 202400 22V</i> <i>877C 47400 22V</i>
<i>MC 1050 22V</i> <i>877C 202400 22V</i> <i>877C 47400 22V</i>	<i>MC 1050 22V</i> <i>877C 202400 22V</i> <i>877C 47400 22V</i>



740



[Handwritten signature]





1741



SONNENTHAL V. A.

3/26/1800 EN 228.

4000

TM 100 (224)

4/11/02

8m 110 2A4

PHN 130 / CN 2285.

Page 1370 / CN 22 85

STN 700 / CN 2285

20/02/22

PHEN 650 / CN 22/85

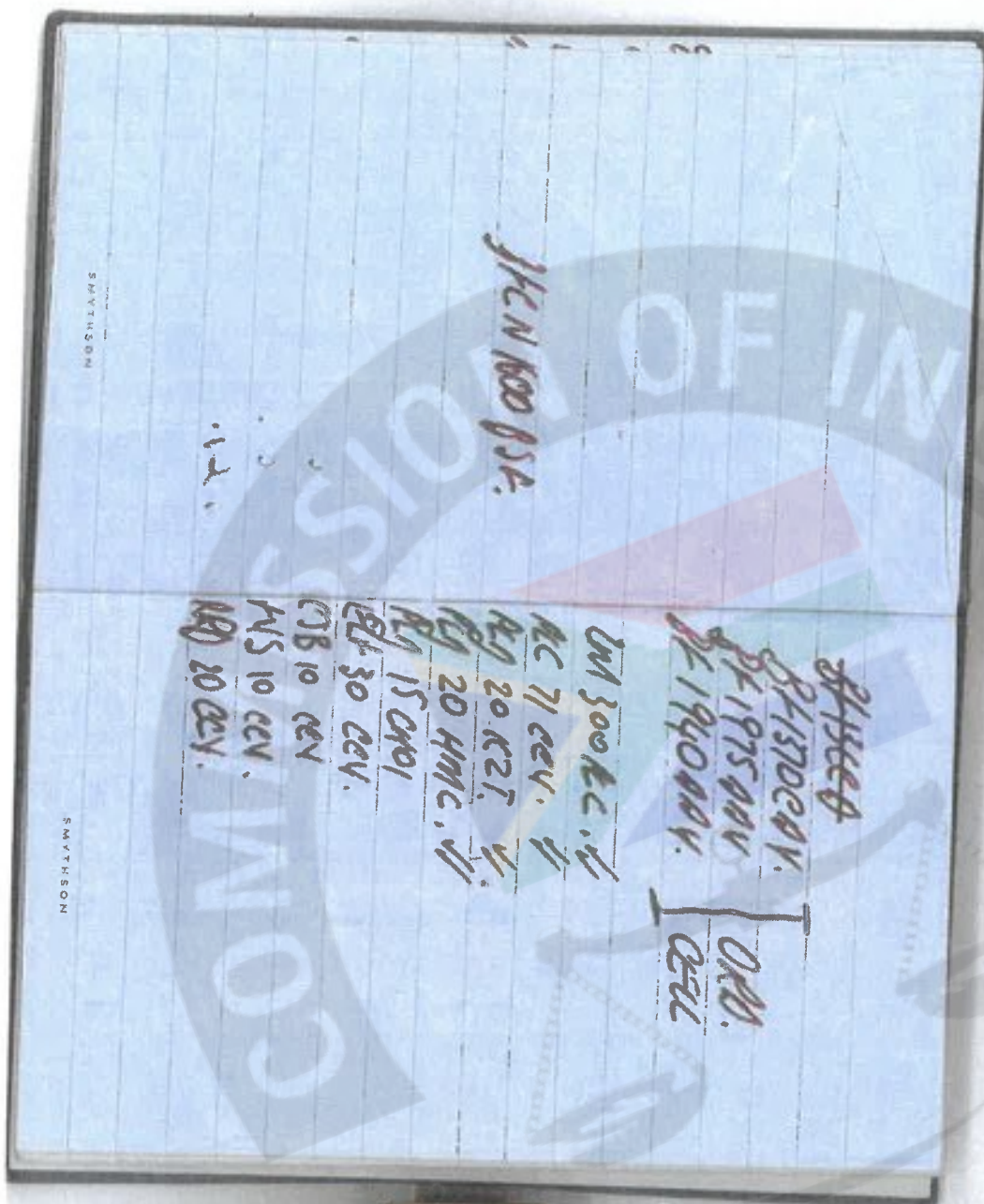
LEN 1350 / CN 2285

Ken 200 / 952085



242





STATE CAPTURE

[Handwritten signature]



743



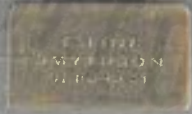
[Handwritten signatures]





8/11/17 500 EEC
M1100 AH.
15 50 call.
17 50 call.
18 50 call.
19 50 call.
20 50 call.
21 50 call.
22 50 call.
23 50 call.
24 50 call.
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92 50 call.
93 50 call.
94 50 call.
95 50 call.
96 50 call.
97 50 call.
98 50 call.
99 50 call.
100 50 call.

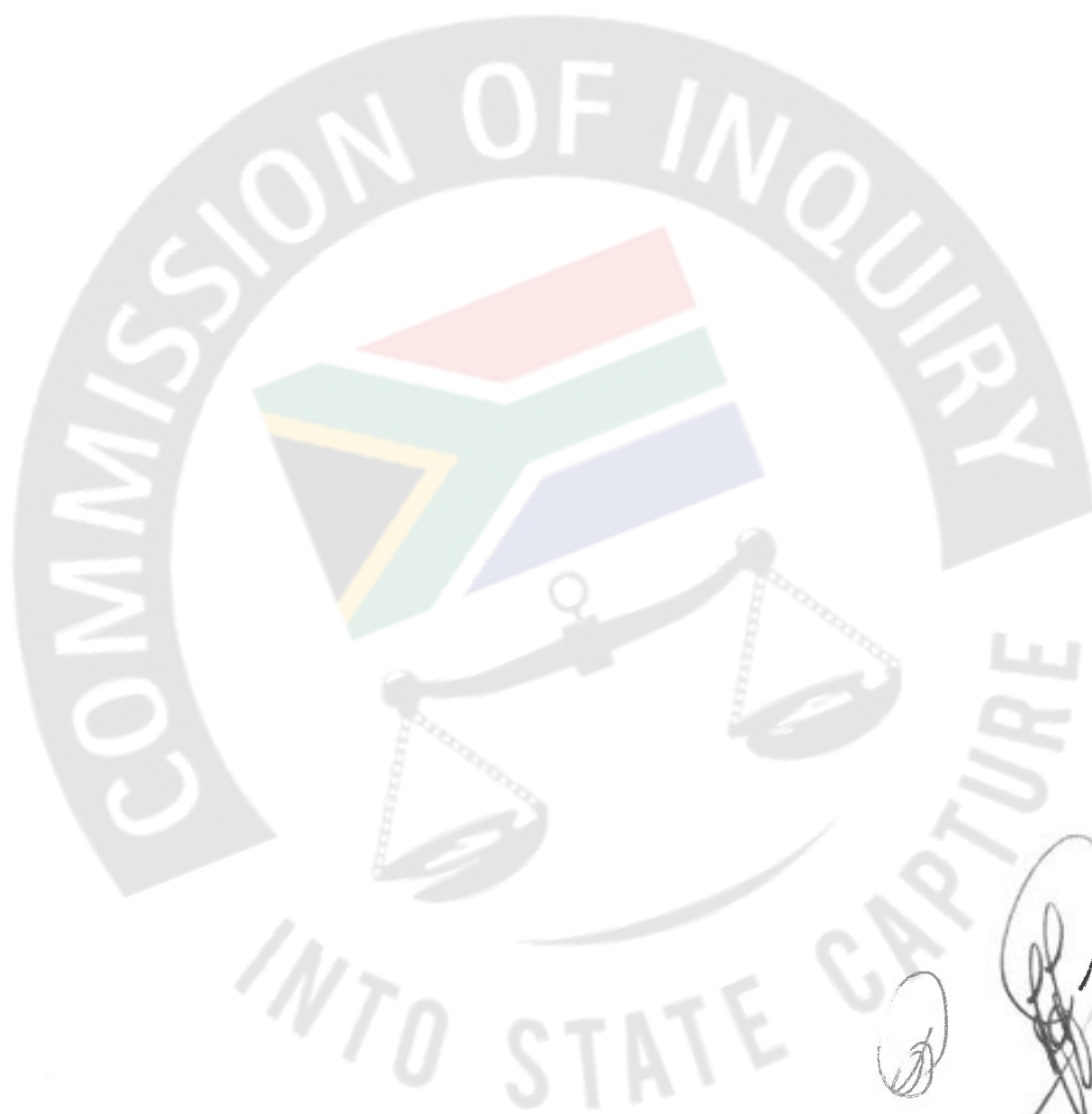
8/11/17 500 EEC.



Two handwritten signatures in black ink.



744



[Handwritten signatures]





T 45



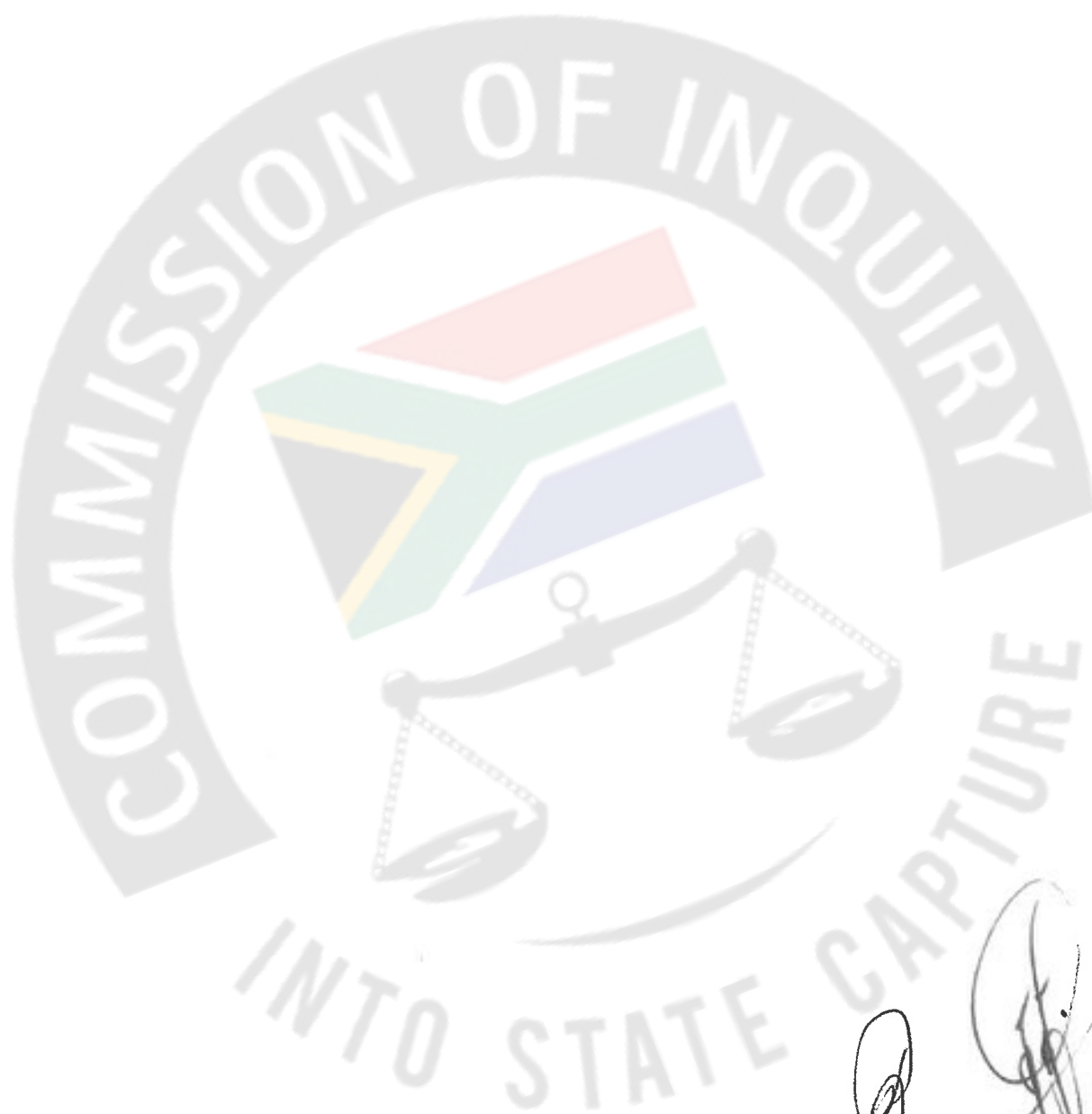
ERSON

[illegible]

5/2/2000



976



Two handwritten signatures are located in the bottom right corner of the page. The first signature is a simple, stylized mark. The second signature is more complex, with multiple loops and flourishes.



142

William Lloyd.

SMYTHSON

2/1/2

1045044
571577
1045544
227114

REWARDS
FOR
PHONE

1. 1000 5cm.
 2. 1000 5cm.
 3. 1000 5cm.
 4. 1000 5cm.
 5. 1000 5cm.
 6. 1000 5cm.
 7. 1000 5cm.
 8. 1000 5cm.
 9. 1000 5cm.
 10. 1000 5cm.

SMYTHSON



747



102 18 11

11/9/2015.

St. Mary's School

Received

Cash - 20,000.

Check - 10,000.

- 5,000

SMYTHSON

2
C
S
I
+
Y
3

2005

INTO STATE CR



878



[Handwritten signature]





APR 14 2015
RLEW 71.720
T. GUM 45.



[Handwritten signature]



749



[Handwritten signatures]



750



Two handwritten signatures in black ink.



60705.
100.000.

EM 85 AA.
MAG 100 AA.
JNA 20 AA (EM 75).
JNY 20 AA.
JNL 100 AA.
EM 50 AA.
JY 140 AA.

QUT 20 AA - RP/02/LIT.
ETAP 30 AA - RYPER'S

NEV 30 OUT. ~ ~ ~
2024

20 100 SNAW
10 537.

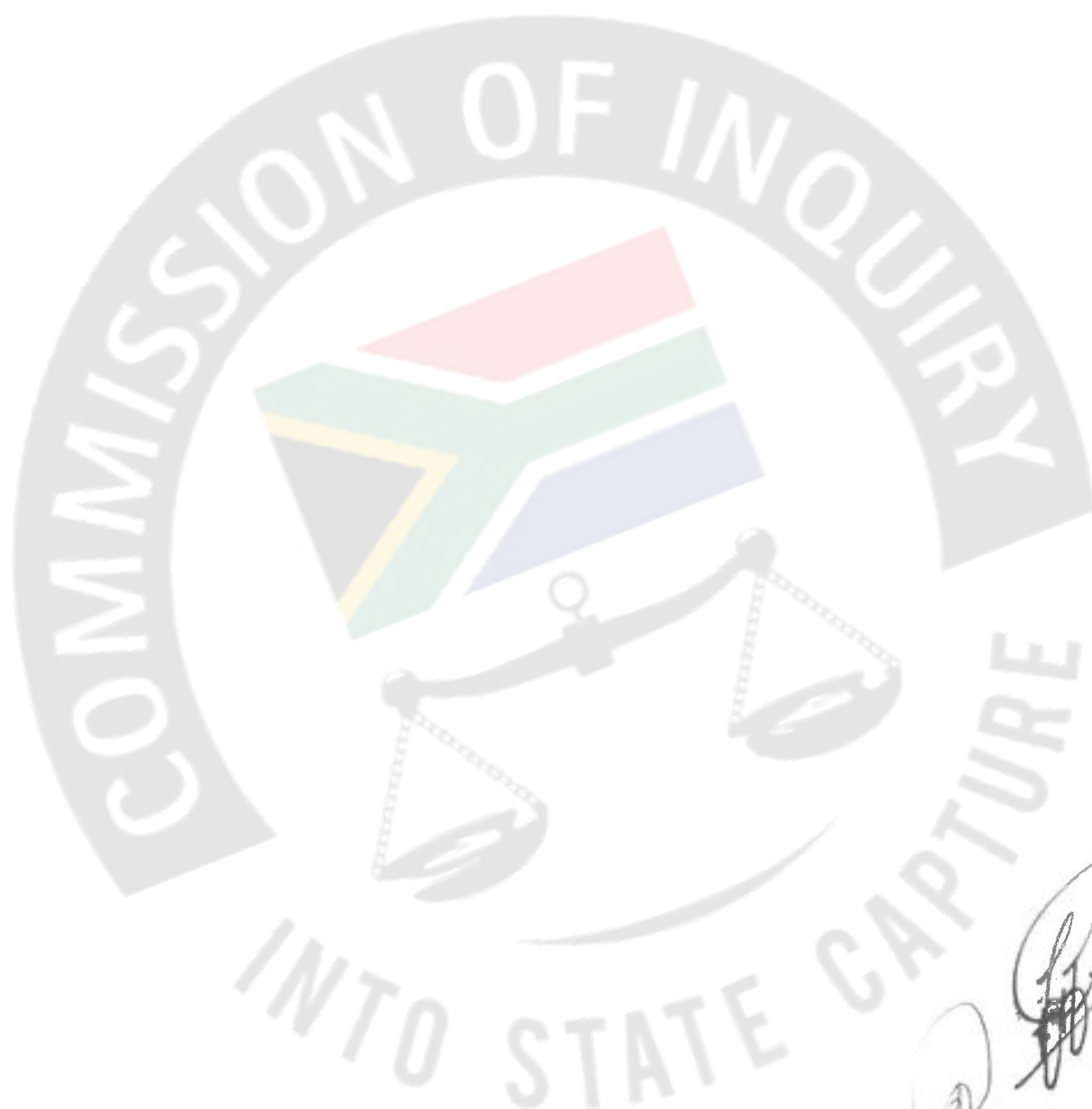
SMYTHSON SMYTHSON



Two handwritten signatures.



151



[Handwritten signature]



TOP 65 SEC.
 TOP 30 MIN. 4
 TOP 30 MIN. 2
 BANGON! ?? METER ONLY
 3631 100 MIN.
 LINDA 100 60.
 2M 300 SS.
 TRS 400 SS.
 USM 30,000 GN.
 (15,000) AQUARAC.
 300,000 TRV
 500,000 S. SARE.



T52



2015 - JAN 20/15

Q1

Q1	MAY 10 Tm - June.
	July 15 Tm 4
	Aug 50 Tm 4
	Sept 50 Tm 4
	Oct 57.5 Tm 4
	Nov 10 Tm 4
	Dec 10 Tm 4
	Jan 100 Tm/A.L. 4
	Feb 30 Tm/A
	Mar 50 Tm/A
	Apr 21 Tm.
	May 20 Tm
	Jun 20 Tm.

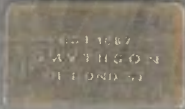


753



[Handwritten signatures]





[Handwritten signature]

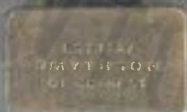


757



[Handwritten signature]





[Handwritten signatures]



ST



[Handwritten signature]



1608 206 28 / 07/24
+276 / 82 902 8091



854





NOM'S *SOME OF*

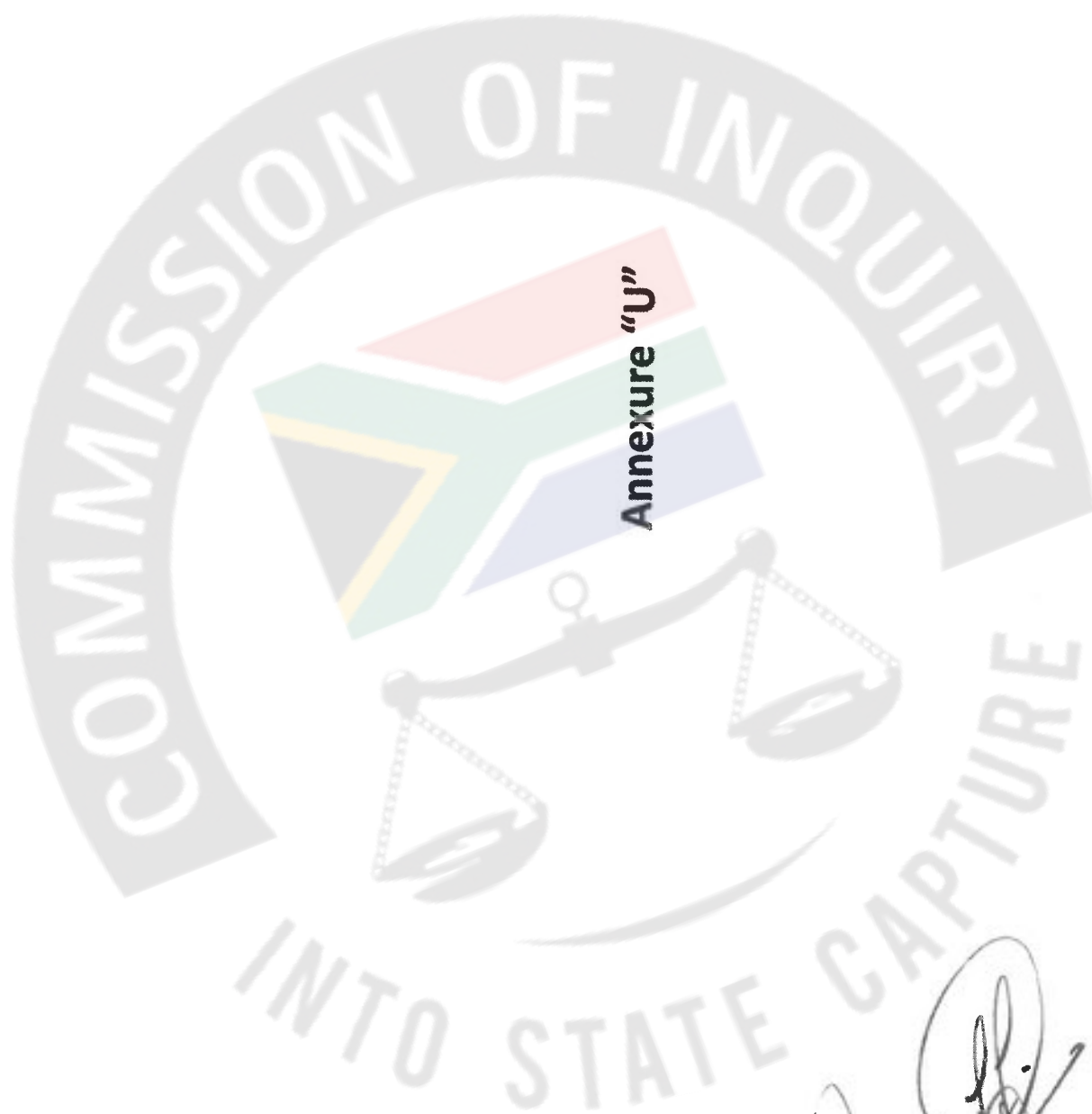
ASHES

20-2-1997

A handwritten signature and a set of initials are located in the bottom right corner of the page.



“U”



Independent Development Trust

Invoices paid in full as at 2013/02/28

Amount Paid to Sondolo IT

96 842 025.32

Contract	Invoice Date	Invoice no	Site	Value (Excl VAT)	Date Paid
DoJ&CD	2012/07/10	INV0004269	Botchabello MC (116) - Payment 1	449 399.90	2012/07/31
DoJ&CD	2012/07/10	INV0004270	Brandfort MC (117) - Payment 1	442 283.37	2012/07/31
DoJ&CD	2012/07/10	INV0004271	Grahamstown HC (103) - Payment 1	449 399.90	2012/07/31
DoJ&CD	2012/07/10	INV0004272	Grobiershoop MC (132) - Payment 1	442 283.37	2012/07/31
DoJ&CD	2012/07/10	INV0004273	Hartswater MC (133) - Payment 1	445 841.64	2012/07/31
DoJ&CD	2012/07/10	INV0004274	Kriel MC (203) - Payment 1	442 283.37	2012/07/31
DoJ&CD	2012/07/10	INV0004275	Lichtenburg MC (217) - Payment 1	449 399.90	2012/07/31
DoJ&CD	2012/07/10	INV0004276	Mduliane MC (205) - Payment 1	445 841.64	2012/07/31
DoJ&CD	2012/07/10	INV0004277	Meyerton MC (162) - Payment 1	445 841.64	2012/07/31
DoJ&CD	2012/07/10	INV0004278	Mkobola MC (207) - Payment 1	445 841.64	2012/07/31
DoJ&CD	2012/07/10	INV0004279	Pietermaritzburg HC (179) - Payment 1	460 074.69	2012/07/31
DoJ&CD	2012/07/31	INV0004297	Botchabello MC (116) - Payment 2	197 363.81	2012/08/14
DoJ&CD	2012/07/31	INV0004298	Botchabello MC (116) - Payment 3	2 449 905.20	2012/08/14
DoJ&CD	2012/07/31	INV0004286	Calvinia MC (128) - Payment 1	445 841.64	2012/08/16
DoJ&CD	2012/07/31	INV0004287	Ficksburg MC (120) - Payment 1	449 399.90	2012/08/16
DoJ&CD	2012/07/31	INV0004288	Harding MC (172) - Payment 1	442 283.37	2012/08/16
DoJ&CD	2012/07/31	INV0004289	Hlanganani MC (185) - Payment 1	449 399.90	2012/08/16
DoJ&CD	2012/07/31	INV0004290	Kokstad MC (174) - Payment 1	449 399.90	2012/08/16
DoJ&CD	2012/07/31	INV0004291	Sekgose MC (193) - Payment 1	445 841.64	2012/08/16
DoJ&CD	2012/07/31	INV0004292	WhiteRiver MC (212) - Payment 1	442 283.37	2012/08/16
DoJ&CD	2012/07/31	INV0004293	Mkobola MC (207) - Payment 2	237 214.73	2012/08/16
DoJ&CD	2012/07/31	INV0004294	Mkobola MC (207) - Payment 3	2 881 926.20	2012/08/16
DoJ&CD	2012/07/31	INV0004295	Hartswater MC (133) - Payment 2	206 723.21	2012/08/16
DoJ&CD	2012/07/31	INV0004296	Hartswater MC (133) - Payment 3	2 181 193.96	2012/08/16
DoJ&CD	2012/07/31	INV0004299	Kriel MC (203) - Payment 2	252 720.54	2012/08/16
DoJ&CD	2012/07/31	INV0004301	Meyerton MC (162) - Payment 2	289 325.08	2012/08/16

Confidential

2013/02/28

Pa



Independent Development Trust

Invoices paid in full as at 2013/02/28

Amount Paid to Sondolo IT

96 842 025.32

Contract	Invoice Date	Invoice no	Site	Value (Excl VAT)	Date Paid
DoJ&CD	2012/07/31	INV0004302	Meyerton MC (162) - Payment 3	2 665 480.26	2012/08/16
DoJ&CD	2012/07/31	INV0004303	Grobiershoop MC (132) - Payment 2	237 619.06	2012/08/16
DoJ&CD	2012/07/31	INV0004304	Grobiershoop MC (132) - Payment 3	2 182 103.36	2012/08/16
DoJ&CD	2012/07/31	INV0004305	Mdujane MC (205) - Payment 2	194 771.43	2012/08/16
DoJ&CD	2012/07/31	INV0004306	Mdujane MC (205) - Payment 3	2 194 781.97	2012/08/16
DoJ&CD	2012/07/31	INV0004307	Hlanganani MC (185) - Payment 2	197 570.85	2012/08/16
DoJ&CD	2012/07/31	INV0004308	Hlanganani MC (185) - Payment 3	2 393 575.71	2012/08/16
DoJ&CD	2012/07/31	INV0004309	Sekgose MC (193) - Payment 2	161 849.65	2012/08/16
DoJ&CD	2012/07/31	INV0004300	Kriel MC (203) - Payment 3	2 165 092.81	2012/09/14
DoJ&CD	2012/07/31	INV0004310	Sekgose MC (193) - Payment 3	1 946 678.44	2012/09/14
DoJ&CD	2012/09/17	INV0004327	Bishop Lavis MC (145) - Payment 2	207 281.23	2012/09/20
DoJ&CD	2012/09/17	INV0004325	Porfadder MC (138) -Payment 1	445 841.64	2012/09/27
DoJ&CD	2012/09/17	INV0004326	Bishop Lavis MC (145) - Payment 1	449 399.90	2012/09/27
DoJ&CD	2012/09/17	INV0004329	Cullinan MC (157) - Payment 1	445 841.64	2012/09/27
DoJ&CD	2012/09/17	INV0004328	Bishop Lavis MC (145) - Payment 3	2 389 709.75	2012/09/27
DoJ&CD	2012/09/17	INV0004331	Cullinan MC (157) - Payment 3	2 059 841.12	2012/09/27
DoJ&CD	2012/11/01	INV0004352	LadyFrere MC (104) - Payment 1	445 841.64	2012/11/08
DoJ&CD	2012/11/01	INV0004354	Alexandra MC (237) - Payment 1	452 958.16	2012/11/08
DoJ&CD	2012/11/01	INV0004365	Lichtenburg MC (217) - Payment 2	2 19 554.48	2012/11/08
DoJ&CD	2012/11/01	INV0004366	Lichtenburg MC (217) - Payment 3	2 258 416.85	2012/11/08
DoJ&CD	2012/11/01	INV0004367	WhiteRiver MC (212) - Payment 2	287 025.71	2012/11/08
DoJ&CD	2012/11/01	INV0004368	WhiteRiver MC (212) - Payment 3	2 348 399.99	2012/11/08
DoJ&CD	2012/11/01	INV0004369	Mokerong MC (189) - Payment 2	259 876.00	2012/11/08
DoJ&CD	2012/11/01	INV0004370	Mokerong MC (189) - Payment 3	2 973 847.30	2012/11/08
DoJ&CD	2012/11/01	INV0004351	Thabamoopo MC (195) - Payment 1	452 958.16	2012/11/08
DoJ&CD	2012/11/01	INV0004353	Mokerong MC (189) - Payment 1	452 958.16	2012/11/23

Confidential

2013/02/28

Pa



Independent Development Trust

Invoices paid in full as at 2013/02/28

Amount Paid to Sondolo IT

96 842 025.32

Contract	Invoice Date	Invoice no	Site	Value / Excl VAT	Date Paid
DoJ&CD	2012/11/01	INV0004355	Edenburg MC (119) - Payment 1	445 841.64	2012/11/23
DoJ&CD	2012/11/01	INV0004356	Khayelitsha MC (234) - Payment 1	456 516.43	2012/11/23
DoJ&CD	2012/11/01	INV0004358	Mofibistadt MC (239) - Payment 1	445 841.64	2012/11/23
DoJ&CD	2012/11/01	INV0004359	Moutse MC (208) - Payment 1	445 841.64	2012/11/23
DoJ&CD	2012/11/01	INV0004361	Qumbu MC (243) - Payment 1	445 841.64	2012/11/23
DoJ&CD	2012/11/01	INV0004362	Zwellitsha MC (232) - Payment 1	456 516.43	2012/11/23
DoJ&CD	2012/11/01	INV0004357	Madadeni MC (241) - Payment 1	456 516.43	2012/11/27
DoJ&CD	2012/11/01	INV0004360	Nerina Place Of Safety (233) - Payment 1	445 841.64	2012/11/27
DoJ&CD	2012/11/01	INV0004363	East London MC (101) - Payment 2	458 340.63	2012/11/28
DoJ&CD	2012/11/01	INV0004364	East London MC (101) - Payment 3	5 047 449.79	2012/11/28
DoJ&CD	2012/09/17	INV0004330	Cullinan MC (157) - Payment 2	175 012.47	2012/12/14
DoJ&CD	2012/12/03	INV0004382	Nerina Place of Safety (233) -Payment 2	192 608.88	2012/12/14
DoJ&CD	2012/12/03	INV0004383	Nerina Place of Safety (233) -Payment 3	1 999 110.37	2012/12/14
DoJ&CD	2012/12/03	INV0004384	Khayelitsha MC (234) - Payment 2	301 629.67	2012/12/14
DoJ&CD	2012/12/03	INV0004385	Khayelitsha MC (234) - Payment 3	1 833 702.87	2012/12/14
DoJ&CD	2012/12/03	INV0004386	Madadeni MC (241) - Payment 2	262 900.71	2012/12/14
DoJ&CD	2012/12/03	INV0004387	Madadeni MC (241) - Payment 3	2 187 992.94	2012/12/14
DoJ&CD	2012/12/05	INV0004394	Harrismith MC (121) - Payment 5	479 713.76	2012/12/14
DoJ&CD	2012/12/10	INV0004397	Hartswater MC (133) - Payment 4	1 733 547.58	2012/12/14
DoJ&CD	2012/12/10	INV0004399	Mkobola MC (207) - Payment 4	2 020 835.98	2012/12/14
DoJ&CD	2012/12/10	INV0004400	Mdutiiane MC (205) - Payment 4	1 691 563.93	2012/12/14
DoJ&CD	2012/03/01	CRN0000167	Brits MC (213) - Credit 1	-17 947.23	2012/12/14
DoJ&CD	2012/12/03	CRN0000181	Umtata MC (111) - Credit 1	-1 141 685.49	2012/12/14
DoJ&CD	2012/12/03	INV0004378	Thabamopo MC (195) - Payment 2	336 010.88	2012/12/14
DoJ&CD	2012/12/03	INV0004379	Thabamopo MC (195) - Payment 3	3 352 544.10	2012/12/14
DoJ&CD	2012/12/03	INV0004388	Mmabatho HC (218) - Payment 4	1 313 810.56	2012/12/14

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2013/02/28

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Independent Development Trust

Invoices paid in full as at 2013/02/28

Amount Paid to Sondolo IT

96 842 025.32

Contract	Invoice Date	Invoice no	Site	Value /Excl VAT	Date Paid
DoJ&CD	2012/12/05	CRN0000182	KemptonPark MC (160) - Credit 1	-13 099.66	2012/12/14
DoJ&CD	2012/12/10	INV00004401	Botchabello MC (116) - Payment 4	1 859 986.50	2012/12/14
DoJ&CD	2012/12/05	INV00004391	Markweng MC (187) - Payment 5	10 042.80	2012/12/18
DoJ&CD	2012/12/05	INV00004392	Middelburg MC (206) - Payment 3	136 687.11	2012/12/18
DoJ&CD	2012/12/03	INV00004380	Queenstown MC (108) - Payment 2	366 194.26	2012/12/20
DoJ&CD	2012/12/03	INV00004381	Queenstown MC (108) - Payment 3	3 170 190.43	2012/12/20
DoJ&CD	2012/12/10	INV00004398	Cullinan MC (157) - Payment 4	1 554 696.29	2012/12/20
DoJ&CD	2012/12/05	INV00004390	Delmas MC (200) - Payment 5	479 713.76	2013/01/22
DoJ&CD	2012/12/05	INV00004396	CapeTown MC (147) - Payment 5	425 043.95	2013/01/22
DoJ&CD	2013/01/22	INV00004402	Moutse MC (208) - Payment 2	341 439.02	2013/02/05
DoJ&CD	2013/01/22	INV00004403	Moutse MC (208) - Payment 3	2 768 639.14	2013/02/05
DoJ&CD	2013/01/22	INV00004404	Qumbu MC (243) - Payment 2	192 608.88	2013/02/05
DoJ&CD	2013/01/22	INV00004405	Qumbu MC (243) - Payment 3	1 999 110.37	2013/02/05
DoJ&CD	2013/01/22	INV00004406	Brandfort MC (117) - Payment 2	152 367.35	2013/02/05
DoJ&CD	2013/01/22	INV00004407	Brandfort MC (117) - Payment 3	1 520 724.00	2013/02/05
DoJ&CD	2013/01/22	INV00004419	Edenburg MC (119) - Payment 2	176 655.61	2013/02/05
DoJ&CD	2013/01/22	INV00004420	Edenburg MC (119) - Payment 3	1 773 295.23	2013/02/05
DoJ&CD	2013/01/22	INV00004421	Alexandra MC (237) - Payment 2	360 121.02	2013/02/05
DoJ&CD	2013/01/22	INV00004422	Alexandra MC (237) - Payment 3	3 492 668.43	2013/02/05
DoJ&CD	2013/01/22	INV00004424	Ficksburg MC (120) - Payment 3	2 274 366.88	2013/02/05
DoJ&CD	2013/01/22	INV00004423	Ficksburg MC (120) - Payment 2	196 085.28	2013/02/07
DoJ&CD	2013/01/22	INV00004426	Mkobola MC (207) - Payment 5	549 999.99	2013/02/15

YTD Receipts

96 842 025.32

2.5% Management Fee

2 421 050.63

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2013/02/28

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Independent Development Trust

Invoices paid in full as at 2013/02/28

<u>Contract</u>	<u>Invoice Date</u>	<u>Invoice no</u>	<u>Site</u>	<u>Value (Excl VAT)</u>	<u>Date Paid</u>
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Amount Paid to Sondolo IT	96 842 025.32
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Management Fee already provided

2 026 098.60

Additional Management fee to be provided - February 2013

394 952.03

Receipts for February 2013

15 798 081.19

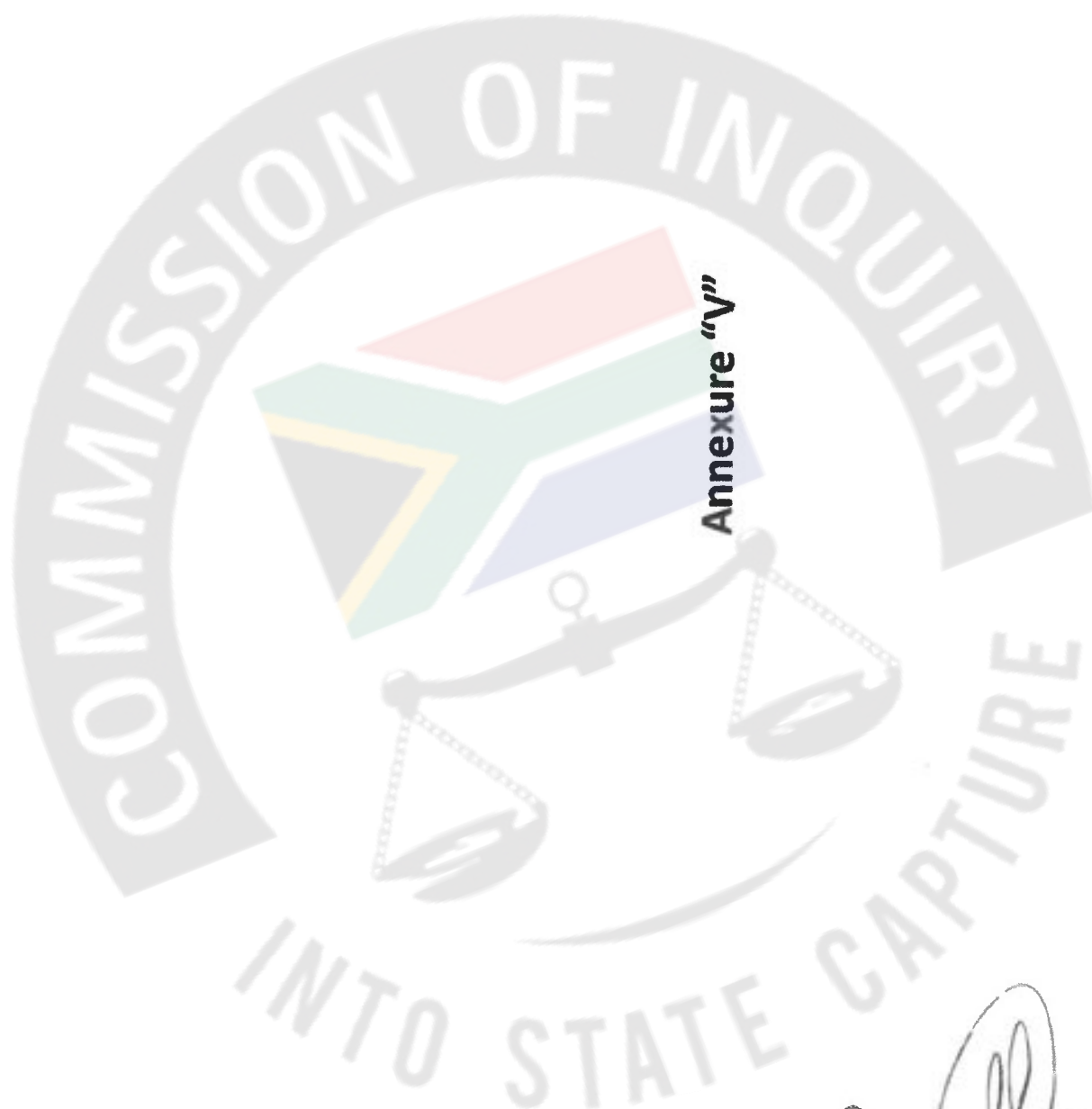


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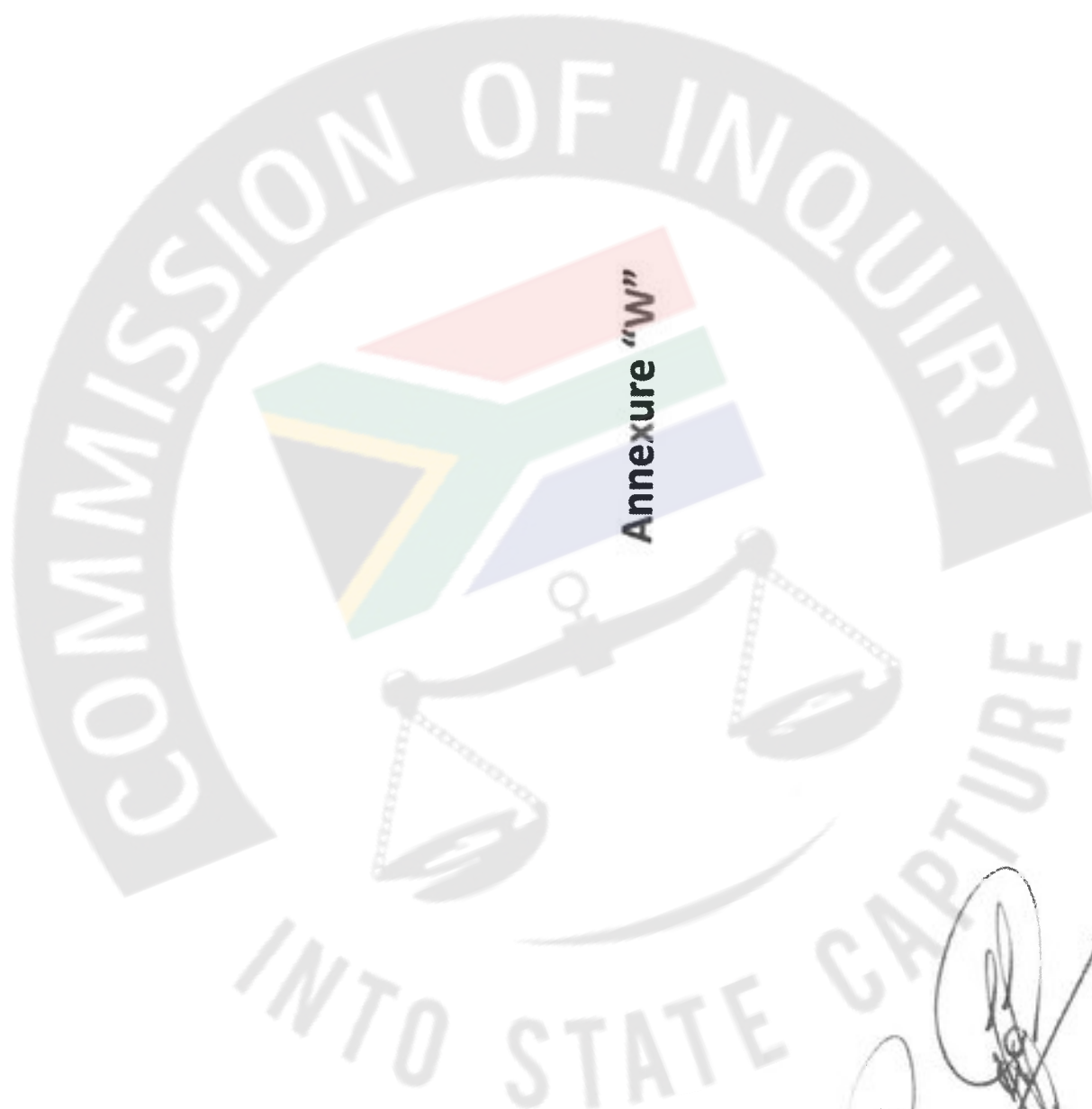

Angelo Agrizzi

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SOUTH AFRICA | ITALY | USA | UK | BOTSWANA | NAMIBIA



“W”



[Handwritten signatures]



TRANSCRIPTION**CERTIFICATE OF VERACITY**

I hereby certify that, as far as it is audible, the transcription is true and correct

DATE TRANSCRIBED

:

14 JANUARY 2019

TRANSCRIPTION NOTES

1. Participants in the conversation:

- 1.1 Person 1: sounds like an adult male and does most of the talking
- 1.2 Person 2: sounds like an adult male and says very little
- 1.3 Person 3: sounds like an adult female, possibly with the name Estee
- 1.4 Others: unknown persons, of unknown age or gender

2. The following problems were experienced while transcribing the recording:

- 2.1 The inaudible sections of the audio recordings are indicted as "....inaudible..."
- 2.2 On some occasions people talk over each other making the recording indistinct and as such it is indicated as "interrupted.....inaudible"

.....Col
.....H. HEAP.....



Transcription of file:***GumedeThreatsWhatsApp Audio 2017-11-17 at 22.04.07*******Audio starts****

Person 1: *Even that one, I told Brian straight, I said Brian, you must quote me, I said to him right don't challenge me, simple as that. You know exactly who we are sending...inaudible.. I said you know what if if he is going to mention confidential things just because he wants to spite us there is consequences of that.*

Person 2: *No there.....interrupted....*

Person 1: *Consequences are simple I told him.....*inaudible*...was shot a month ago.*

Person 3: *Mmmm*

Person 1: *A month ago. Do you know why he was shot? The youngster was a BEE partner for ZTE. He was put in there by ZTE by certain people. Then, when he was there he would look after himself....*inaudible*....what happened, they shot him, it was broad daylight past eleven in the morning.....*inaudible*...four guys walked to him, shot him, hey he was coming from the bank. The cops thought it was these errr Rolex Gang. They didn't even take anything there was money in the car.*inaudible*....They haven't even found those people. Why? Because of that. Said here is the date, and I told him and I said no, quote that because you know why, sometimes you have to say those things because I'm not hiding away, I said no...because we play with people's lives....*

Person 3: *....interrupted...*inaudible*...*

Person 1: *.....and I told him and he said he wanted an example, I said no, we work with guys from the prison. Guys from the prison my friend, there's many people many people....*

Others: *....interrupted...*inaudible*...*



Person 1:because they will just tell you, at night, open the door, he goes, he shoots you all, he goes back to prison he's got a nice alibi, he's behind bars.

Person 2: Mmm

Person 1: There's a lot of people*inaudible*... of those hitmen*inaudible*... Kwa Zulu Natal....*inaudible*...Glebland Hostel, most of those guys are coming from the....*knocks twice on what sounds like wood*....Westville. Because at night those guys, things happen. So what I'm saying that, you are not going to pretend*inaudible*....if you play with people's lives unfortunately there's people that ...*inaudible*...because are....*inaudible*... they will not hesitate just to get a gunman and.....*inaudible*....you will see me I mean how, everyone of us will be questioned by the cops. And...*inaudible*....Estee...

Person 3: Mindful....

Person 1:Mindful to say look all of us you know people trust us with certain information and I need to speak to that, so that if I can't be trusted...*inaudible*....especially in our country, we live in a country we forget sometimes with the high crime rate and at the end of the day people just.....*inaudible*....they haven't even found those people and they are sitting in Zimbabwe today. Somebody paid them their money*inaudible*...

Person 3: And the job is done

Person 1: Job is done, and the poor guy is dead, and got buried in Matatiele, and they never even got a lead out of it and it was broad daylight, not even at night. So what I'm saying is.....*inaudible*... we all need to be mindful and be careful, because none of us want to end up like that. Because and simply just because out of.....

Person 3: Stupidity.....

Person 1: Stupidity.....

Others: ...interrupted...*inaudible*.....



Person 1: *Because it becomes emotional unnecessary, I mean even if it... It's not like the guy was not paid, he's got an agreement, he got his part and that's the thing. So it's not like he was short changed.....interrupted...*

Person 3: *....exactly...interrupted....*

Person 1: *....it's not a case of being short changed. I mean all of us seated here, we're working for him.*

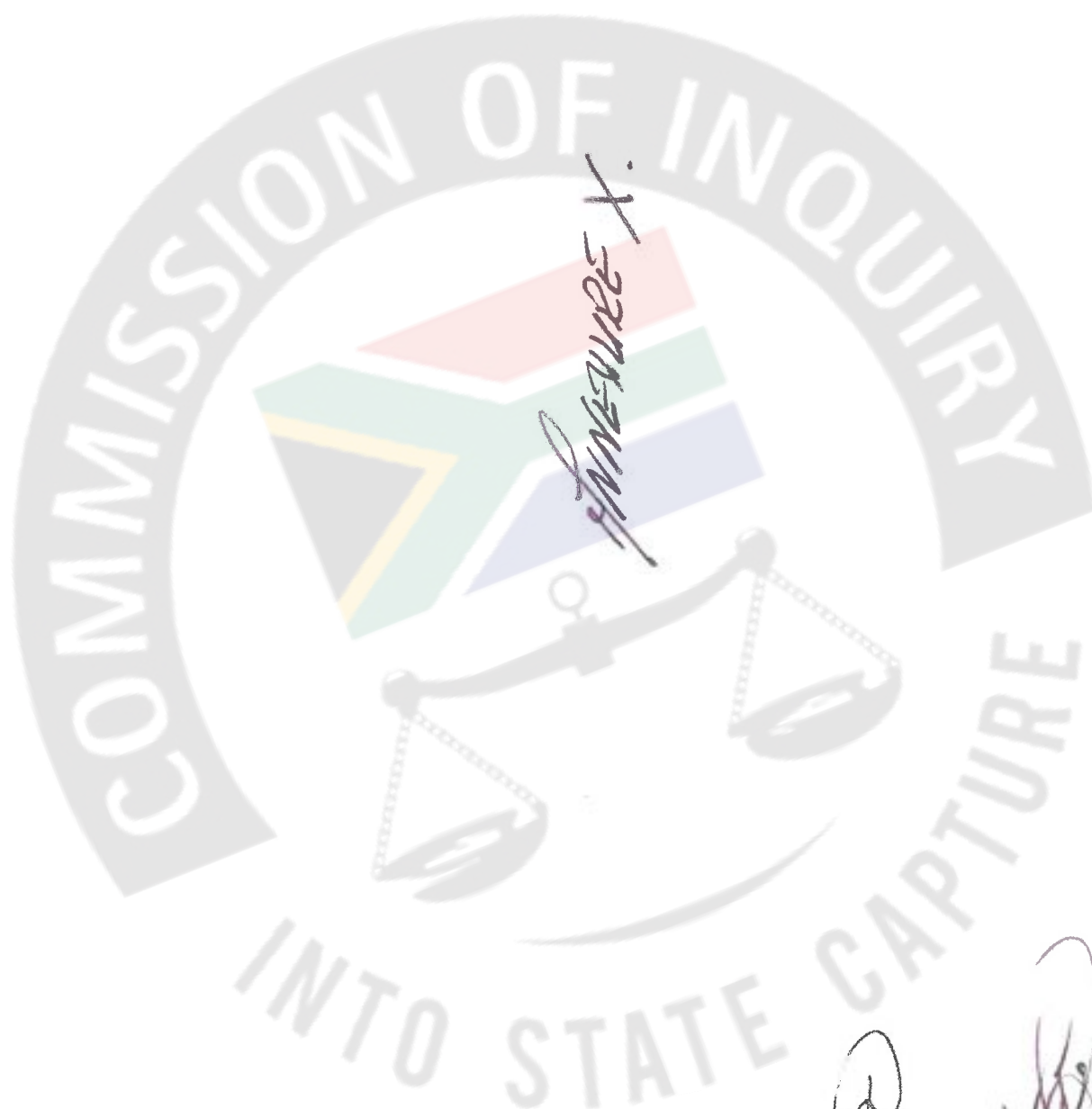
Audio ends



[Handwritten signatures]



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TRANSCRIPTION**CERTIFICATE OF VERACITY**

I hereby certify that, as far as it is audible, the transcription is true and correct

DATE TRANSCRIBED : 14 JANUARY 2019

TRANSCRIPTION NOTES

1. Participants in the conversation:
 - 1.1 Person 1: sounds like an adult male who dominates the initial conversation
 - 1.2 Person 2: sounds like an adult male who dominates the second part of the conversation
 - 1.3 Person 3: sounds like an adult female who makes comments towards the end of the conversation
 - 1.4 Person 4: sounds like an adult male who only makes one or two comments towards the end of the conversation
2. The following problems were experienced while transcribing the recording:
 - 2.1 The inaudible sections of the audio recordings are indicted as "...*inaudible*" followed by the time at the particular point in the audio recording
 - 2.2 On some occasions people talk over each other making the recording indistinct and as such it is indicated as "interrupted.....*inaudible*"

Col
H. HEAP



Transcription of file:**WatsonHawksWhatsApp Audio 2017-11-17 at 22.21.33*****Audio starts*****Person 1:** *And the thing is.....interrupted...***Unknown:** *.....*inaudible*...*

Person 1: *And the thing is, I mean to be honest, I haven't even told anybody, to be honest hey, I mean, I was. I was approached by the Hawks, on the same thing...*inaudible*... me and Gavin. That's why I say sometimes...*inaudible*..... Because, Gavin and myself.....*inaudible*... said, go and see the old man, the president, on this matter, when this matter was starting to brew again. We went to see him and he told me to say, he was going to Russia, I remember when we had a chat with him he said, no, before I go, I will phone the two people, and we didn't phone them, because we got feedback and that's the reason why. Then the next thing, the guy from the Hawks, he even showed us, the meeting we were having, every month you were having a meeting, where he decides all those things. It's confidential information, he showed us. In that meeting, the guy said the person they wanted to charge was Angelo and Ryker, none of you guys. Even if I showed this one and showed that guy was never gonna allow, I said please can I take the minutes? I took them on my phone. But the guys they want to charge, if at least they can throw this thing on the charging, it was four hundred, but they're charging two, he said, no, but the other people we are not worried. It was him and Patrick. I said but you're charging two, are you comfortable? We'll replicate the case. They said no, the other people we are not even worried about. Even Angelo knows that copy, I took a copy of those minutes in my phone, and I showed him alone with Trevor. We had two meetings. Every month we were getting those minutes through that *inaudible*. And again, it was twice, those people came back to say hey, these guys, the only people they can charge, is those two. We said no, over our dead body, it cannot happen. And Angelo knows that, that's why, for him to even try and involve other*



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people, he knows, he knows that even on that number, because he had minutes twice, I showed him the minutes of that number. Even he had a meeting at the Sheraton at four o'clock, and he was very clear to say that for them to close this project, the only people they think they will charge, is those two. He was aggrieved, because Gavin did not appear on the list of the suspects.

Person 2: But Gavin would not appear, because Gavin was never involved. The thing is, if if they go further with the investigation, then we would have all, because then Angelo would've said, but that oke did that, that oke did that, yes, that oke money went through his bank account, that bank account, this happened, this happened so then we will all be implicated, not only him.

Person 1: Exactly...

Person 2: So, you know understand how a criminal case works?

Person 1: No of course, that's what I said, if you call in one suspect, by default you have to rope in other people, that's how cops work. Cops...interrupted...

Person 2: But that's how the law works.

Person 1: Yes....interrupted

Person 2: The thing is, the thing is Section 205 of the Criminal Procedure Act, I only have to say, 'Joe knows about this'...

Person 1: Yes

Person 2: ...then they get you in front of a Magistrate, the Magistrate asks you the question. If you don't answer the question, he can keep you in prison, until he decides, you've answered the question.

Person 1: ...inaudible....

Person 3: The thing is that uh... *stutters*

Person 2: So yes, what they are saying, Adriaan Basson is a concern Uhh, the the NPA uhh and the Falkons don't can kill this thing, but with...interrupted...

Person 4:Gerrie Nel,



Person 2: *With Gerrie Nel, they can start up this...interrupted...*

Person 4: *...of course...interrupted....*

Person 2: *This investigation.*

Unknown: *...inaudible...*

Person 3: *Is it in our, all of our best interest...*

Unknown: *He said that?*

Person 4: *Absolutely.*

Person 3: *To just...that's why I'm saying, Angelo can continue, and it's in all of our best interest, not to get excited, and if there is something that is important, let's put gas on it, let's resolve it, let's move on. And let's know, it is going to happen again.*

Audio ends

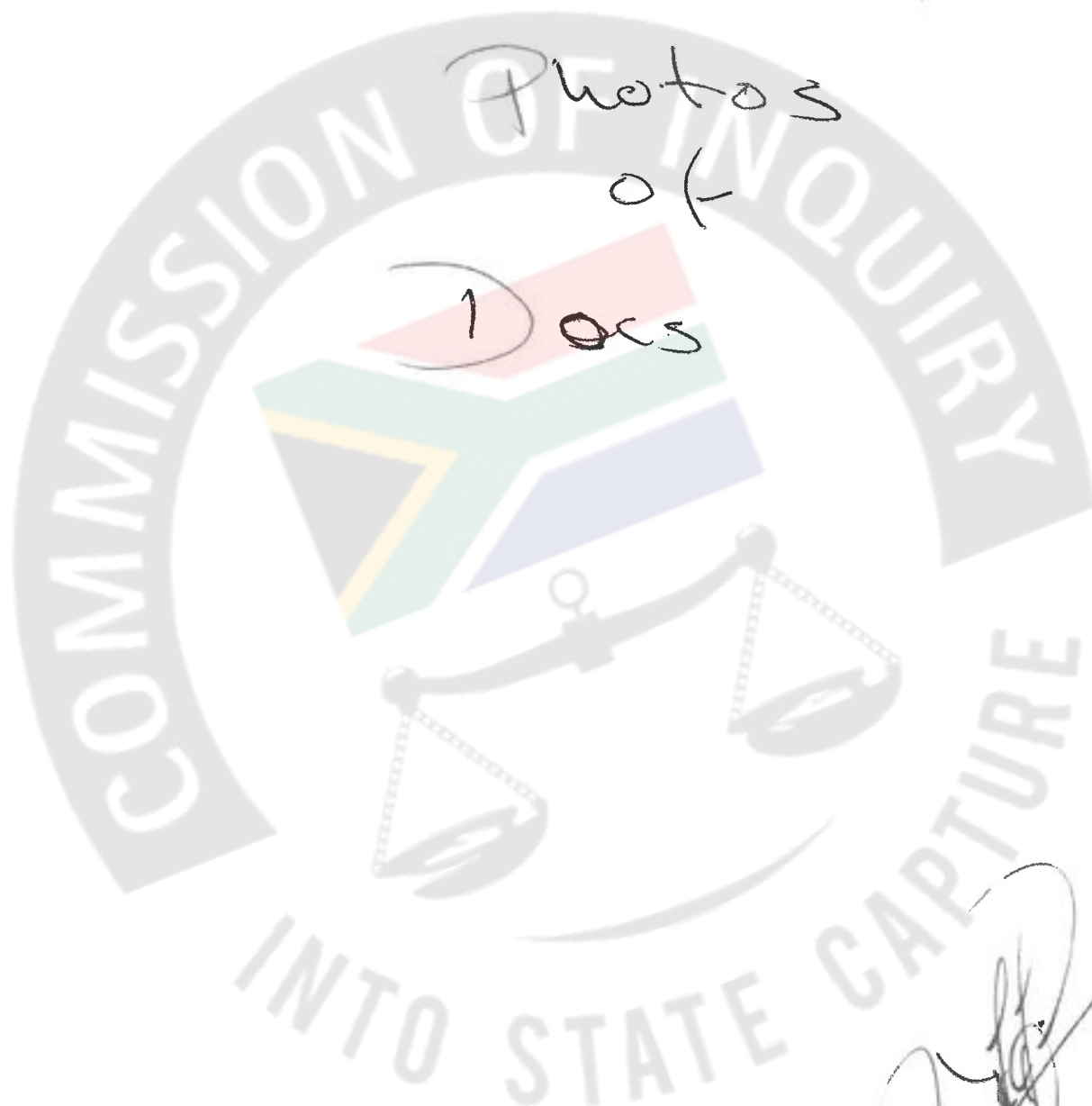




Shesaton Hotel

Photos
of

1 Docs



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ACTT MONTHLY PROGRESS AND AUDIT REPORT

Department of Correctional Services Case docket with reference Pretoria Central CAS 1556/02/2010 was registered. The investigation was referred to the Anti-Corruption Task Team for further investigation.

OFFENCES UNDER INVESTIGATION:

The offences that are being investigated include, but are not limited to:

Fraud:-

It is alleged that the Bosasa Group assisted the Chief Financial Officer of DCS with the drafting of Bid Specifications and thus ensured that certain specifications which created an unfair advantage over other prospective Bidders were included in the Bid Specifications advertised by DCS. This fact was never disclosed by Mr. Gillingham to Bosasa. Gillingham thus created the impression that the tender process was fair, equitable and transparent whilst he knew that this was not true.

Corruption:-

It is alleged that a possible corrupt relationship existed between the former National Commissioner and Chief Financial Officer of DCS and the Service Provider namely Bosasa. Indications are that this company directly and/or through intermediaries financed substantial "Benefits/Gratifications" to, or on behalf of, the National Commissioner and Chief Financial Officer of DCS and his family during the period in which the tenders were awarded to them. Benefits/Gratifications includes: Houses, Vehicles, Overseas trips, Tuition fees for children, Furniture etc.

Money Laundering:-

It is alleged that Bosasa transferred funds to various intermediaries/facilitators in order to facilitate payments for the benefits/gratifications of certain DCS officials.

Racketeering:-

BOSASA Operations (Pty) Ltd and the other legal entities forming part of the Group provided the criminal enterprise. Corrupt Relationship between Patrick O'Connell Gillingham and various BOSASA Employees including the Chief Executive Officer (CEO) of the BOSASA Group of Companies, Angelo Agrizzi the CEO of Bosasa not only arranged but also paid for various trips that were for the benefit of Linda Morris Mti and some family members

LOSS INVOLVED
(Value)

R1.5 Billion

AFFECTED
DEPARTMENT

Department of Correctional Services

STATUS OF THE INVESTIGATION

Work completed this month

1. External Service provider was appointed. The electronic evidence was handed to External Cyber Forensic to analyse the information. List of search words were handed to them to search for the relevant documentation. Meetings were held to finalise the report.
2. Investigation is ongoing with in respect of travel arrangements and benefits received by DCS officials. Some of the benefits were identified, the respective service provider are not willing to co-operate. Section 15's were served on Travel Agency, SAA, Avis and ver (7) Hotels. Information is being search for by the four entities. Next court appearances for the inesses are respectively on 26 June 2015.

Investigation 80 % complete

Work outstanding

1. Report auditors (Electronic evidence). Information provided as requested by service provider.
2. Statements drafted additional information obtained and meetings were held with witnesses to finalise their respective statements. Statement re Tsogo Sun' was finalised. Blake's statement drafted along with Paxton Hotel.



AFU orders verified

SUSPECT / WITHDRAWN		ACCUSED		CONVICTED	
1	Name:	1	Name:	1	
	ID:		ID:		ID:
	Private Person / official		Private person / official		
2		2		2	
	ID:		ID:		ID:
	Private Person / official		Public Official / official		
3		3		3	
	ID:		ID:		ID:
	Private Person / official		Private Person / official		
4		4		4	
			ID:		ID:
			Private Person / official		
5	ID	5		5	
			ID:		ID:
			Public Official / official		
6		6		6	
			ID:		ID:
			Private Person / official		
7	ID	7		7	
			ID:		ID:
			Public Official / official		
8		8		8	
			ID:		ID:
			Private Person / official		
9		9		9	
	ID		ID:		ID:
			Public Official / official		
10		10		10	
			ID:		ID:
			Private Person / official		
		11		11	



ACTT MONTHLY PROGRESS AND AUDIT REPORT

3 The Forensic Auditors are busy analyzing the bank statements provided to them in respect of benefits to DCS officials. Additional inquiries by the auditors are being attended in relation to specific transaction with the various banks.

4. In consultation with relevant airlines to obtain required information section 205 was served, statements drafted Original documentary evidence is outstanding.

5. The witnesses are being consulted and information is verified by means of bank statements, deposit slips and official documents of the respective company. In respect of benefits awarded to DCS officials.

6. VW re purchase of a 1.4 Chico Golf by Mr. Gillingham.

7. Better Bond transferring attorney's re purchase of 2 properties in Blue Hills Country Estate.

8. Travel Agent in court 28 August 2015 In respect of benefits awarded to DCS officials.

3 The Banks (All) have completely complied with the section 205 subpoena. Information was provided to the auditors. Additional queries attended to as receive from auditors.

4. Statements drafted additional information outstanding (method of payment, signature cards) to finalise the statements.

5. Statements drafted additional information outstanding to finalise the benefit statements.

6. The relevant banks statements and opening documents were obtained. Statement VW outstanding.

7. Information obtained.

8. Statement is being drafted and updated accordingly with the confirmation of certain benefits/transaction allocated to the officials.



ACTT MONTHLY PROGRESS AND AUDIT REPORT

TEAM	Name	Contact	Email
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Investigator	Capt. N F Ndlovu	071 4812 790	ndlovunf@saps.gov.za
Investigator	Capt. D Masilela	082 7570 308	masileladaniel@saps.gov.za
Investigator	W/O. G J Mahlangu	072 5754 301	mahlangujuly@saps.gov.za
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AFU Litigation	Adv. S De Villiers	078 4821 464	sdevilliers@npa.gov.za
SIU Investigator	None		

REMAND DATE	No arrests have been made
COURT	

PC FILE AUDITED BY:

ACTT SECRETARIAT



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Yes

ACTT MONTHLY PROGRESS AND AUDIT REPORT

SUSPECT / WITHDRAWN		ACCUSED		CONVICTED	
1		1	Name:	1	ID:
1	Patrick O'Connell Gillingham ID: 510406 5096 088 Private Person resigned from DCS as CIO		Private person / official		
2	Linda Morris Mti ID: 541119 5736 081 Private Person resigned from DCS as NC	2	ID: Public Official / official	2	ID:
3	Angelo Agrizzi ID: 671203 5468 085 Private Person	3	ID: Private Person / official	3	ID:
4	William Daniel Mansell ID: 490517 5020 086 Private Person	4	ID: Private Person / official	4	ID:
5	Dr Jurgen Smith ID: 410211 5016 081 Private Person	5	ID: Public Official / official	5	ID:
6	Andries Johannes van Tonder ID: 690416 5243 087 Private Person				
7	Carlos Bonifacio ID: 530228 5114 182 Private Person				
8	Riaan Riecke Hoeksma ID: Private Person				
9	Dr Jurgen Smith ID: 691001 5036 084 Private Person				

Please continue on page 2



Seizing Order Amount R (None)	Seized Amount	Forfeited Amount
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ACTT MONTHLY PROGRESS AND AUDIT REPORT

ID	ID:	ID:	ID:
12	12	Public Official / official	12
13	13	Private Person / official	13
14	14	Public Official / official	14
15	15	Private Person / official	15
16	16	Public Official / official	16
17	17	Private Person / official	17
		Public Official / official	



Team for further investigation.

OFFENCES UNDER INVESTIGATION:

The offences that are being investigated include, but are not limited to:

Fraud:-

It is alleged that the Bosasa Group assisted the Chief Financial Officer of DCS with the drafting of Bid Specifications and thus ensured that certain specifications which created an unfair advantage over other prospective bidders were included in the Bid Specifications advertised by DCS. This fact was never disclosed by Mr. Gillingham of Bosasa. Gillingham thus created the impression that the tender process was fair, equitable and transparent whilst he knew that this was not true.

Corruption:-

It is alleged that a possible corrupt relationship existed between the former National Commissioner and Chief Financial Officer of DCS and the Service Provider namely Bosasa. Indications are that this company directly and/or through intermediaries financed substantial "Benefits/Gratifications" to, or on behalf of, the National Commissioner and Chief Financial Officer of DCS and his family during the period in which the tenders were awarded to them. Benefits/Gratifications includes: Houses, Vehicles, Overseas trips, Tuition fees for children, Furniture etc.

Money Laundering:-

It is alleged that Bosasa transferred funds to various intermediaries/facilitators in order to facilitate payments for the benefits/gratifications of certain DCS officials.

Racketeering:-

BOSASA Operations (Pty) Ltd and the other legal entities forming part of the Group provided the criminal enterprise. Corrupt Relationship between Patrick O'Connor Gillingham and various BOSASA Employees including the Chief Executive Officer (CEO) of the BOSASA Group of Companies, Angelo Agnizzi the CEO of Bosasa not only arranged but also paid for various trips that were for the benefit of Linda Morris Mti and some family members

LOSS INVOLVED (Value)	R1.5 Billion
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AFFECTED DEPARTMENT	Department of Correctional Services
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STATUS OF THE INVESTIGATION		
Work completed this month	Investigation	% complete
1. External Service Provider was appointed. The electronic evidence was handed to External Cyber Forensic to analyse the information. List of search words were handed to them to search for the relevant documentation. Meetings were held to finalise the report.	1. Report auditors (Electronic evidence). Information provided as requested by service provider.	Work outstanding
2. Investigation is ongoing with in respect of travel arrangements and benefits received by DCS officials.	2. Statements drafted additional information obtained and maintained.	



PC Name: BOSASA Investigation.

Reporting Date: 24 August 2015.

SHORT DESCRIPTION (MODUS OPERANDI)

1. Background:-

During 2007 The Special Investigating Unit was mandated by the then State President, to investigate, inter alia, any allegations of serious maladministration, improper or unlawful conduct by officers and/or employees of the Department of Correctional Services, the unlawful appropriation or expenditure of public money or property, within the Department. Towards the end of 2009 the Special Investigating Unit (SIU) issued a report alleging that, irregularities occurred in the tender processes for the procurement of services by the Department of Correctional Service (DCS) at its Head Office in Pretoria, in the following tenders awarded to Bosasa Operations (Pty) Ltd and/or its affiliated or subsidiary companies:

Tender HK 2/2004:-

Appointment of a service provider for the rendering of catering and training services at the various management areas of DCS for a period of three years from 1 August 2004 to 31 July 2007. Tender awarded to Bosasa Operations (Pty) Ltd on 27 July 2004. Contract Value R 718 283 082.00.

Tender HK 2/2005:-

Supply, delivery, installation, commissioning, support and maintenance of a comprehensive access control and body scanning system with C.C.T.V. coverage of correctional service staff and inmates at 66 maximum security facilities / Centres of Excellence. Tender awarded to Sondolo IT (Pty) Ltd on 11 April 2005. Contract Value R 236 997 385.31. The Contract was extended during December 2005 to include Staffing of the Control Rooms. Approximate Value of the extension R 208 739 700.00.

Tender HK 24/2005:-

Supply, delivery, installation and commissioning of security outer perimeter fences and C.C.T.V. surveillance cameras: various centra: DCS. Tender awarded to Phezulu Fencing (Pty) Ltd, on 23 November 2005. Contract Value R 486 937 910.36.

Tender HK 25/2005:-

Supply, delivery, installation commissioning and maintenance of Television systems and monitors to all correctional centres within the Department of Correctional Services. Tender awarded to Sondolo IT (Pty) Ltd, on 3 March 2006. Contract Value R 224 364 480.00. After submission of a copy of the report to the Department of Correctional Services a complaint was lodged on the findings of the SIU, was laid with the South African Police Service by the



ACTT MONTHLY PROGRESS AND AUDIT REPORT

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PC Name: BOSASA Investigation.

Reporting Date: 24 August 2015.

SHORT DESCRIPTION (MODUS OPERANDI)

1. Background:-

During 2007 The Special Investigating Unit was mandated by the then State President, to investigate, inter alia, any allegations of serious maladministration, improper or unlawful conduct by officers and/or employees of the Department of Correctional Services, the unlawful appropriation or expenditure of public money or property, within the Department. Towards the end of 2009 the Special Investigating Unit (SIU) issued a report alleging that, irregularities occurred in the tender processes for the procurement of services by the Department of Correctional Service (DCS) at its Head Office in Pretoria, in the following tenders awarded to Bosasa Operations (Pty) Ltd and/or its affiliated or subsidiary companies:

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team for further investigation.

OFFENCES UNDER INVESTIGATION:

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Corruption:

It is alleged that a possible corrupt relationship existed between the former National Commissioner and Chief Financial Officer of DCS and the Service Provider namely Bosasa. Indications are that this company directly and/or through intermediaries financed substantial "Benefits/Gratifications" to, or on behalf of, the National Commissioner and Chief Financial Officer of DCS and his family during the period in which the tenders were awarded to them. Benefits/Gratifications includes: Houses, Vehicles, Overseas trips, Tuition fees for children, Furniture etc.

Money Laundering:

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Racketeering:

BOSASA Operations (Pty) Ltd and the other legal entities forming part of the Group provided the criminal enterprise. Corrupt Relationship between Patrick O'Connell Gillingham and various BOSASA Employees including the Chief Executive Officer (CEO) of the BOSASA Group of Companies, Angelo Agrizzi the CEO of Bosasa not only arranged but also paid for various trips that were for the benefit of Linda Morris Mti and some family members

LOSS INVOLVED (Value)	R1.5 Billion
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AFFECTED DEPARTMENT	Department of Correctional Services
---------------------	-------------------------------------

STATUS OF THE INVESTIGATION		
Work completed this month	Investigation 80 % complete	Work outstanding
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2. Investigation is ongoing with in respect of travel arrangements and benefits received by DCS officials	2. Statements drafted additional information obtained and maintained	



ACTT MONTHLY PROGRESS AND AUDIT REPORT

3. The Forensic Auditors are busy analyzing the bank statements provided to them in respect of benefits to DCS officials. Additional inquiries by the auditors are being attended in relation to specific transaction with the various banks.

4. In consultation with relevant airlines to obtain required information section 205 was served, statements drafted. Original documentary evidence is outstanding.

5. The witnesses are being consulted and information is verified by means of bank statements, deposit slips and official documents of the respective company. In respect of benefits awarded to DCS officials.

6. VW re purchase of a 1.4 Chico Golf by Mr. Gillingham.

7. Better Bond transferring attorney's re purchase of 2 properties in Blue Hills Country Estate.

8. Travel Agent in court 28 August 2015 in respect of benefits awarded to DCS officials.

3. The Banks (All) have completely complied with the section 205 subpoena. Information was provided to the auditors. Additional queries attended to as receive from auditors.

4. Statements drafted additional information outstanding (method of payment, signature cards) to finalise the statements.

5. Statements drafted additional information outstanding to finalise the benefit statements.

6. The relevant banks statements and opening documents were obtained. Statement VW outstanding.

7. Information obtained.

8. Statement is being drafted and updated accordingly with the confirmation of certain benefits/transaction allocated to the officials.



Team for further investigation.

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LOSS INVOLVED (Value)	R1.5 Billion
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AFFECTED DEPARTMENT	Department of Correctional Services
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STATUS OF THE INVESTIGATION	
Work completed this month	Investigation 80 % complete
1. External Service provider was appointed. The electronic evidence was handed to External Cyber Forensic to analyse the information. List of search words were handed to them to search for the relevant documentation. Meetings were held to finalise the report	Work outstanding 1. Report auditors (Electronic evidence). Information provided as requested by service provider.
2. Investigation is ongoing with in respect of travel arrangements and benefits received by DCS officials.	2. Statements drafted additional information obtained and maintained



ACTT MONTHLY PROGRESS AND AUDIT REPORT

TEAM	Name	Contact	Email
Group Leader	Colonel B Lekhuleni	082 471 1364	blekhuleni@hotmail.com
Team Leader	Colonel Seageng C	079 5090 641	seagengcharlotte@saps.gov.za
SAPS Lead Investigator	Lieutenant Colonel C J Smit	082 3737 596	smitcj@saps.gov.za
Investigator	Capt. N F Ndlovu	071 4812 790	ndlovunf@saps.gov.za
Investigator	Capt. D Masilela	082 7570 308	masileladaniel@saps.gov.za
Investigator	W/O. G J Mahlangu	072 5754 301	mahlangujuly@saps.gov.za
Investigator	W/O. N V Booie	071 4812 950	nkosibooie@saps.gov.za
Analyst	W/O. S Rakgodi	071 4812 455	mokgogo@gmail.com
AFU Investigator	Mr. Chris Gouws	083 6116 030	cgouws@npa.gov.za
NPA Prosecutor	Adv. M C De Kock	082 5621 394	mcdekock@npa.gov.za
AFU Litigation	Adv. S De Villiers	078 4821 464	sdevilliers@npa.gov.za
SIU Investigator	None		

REMAND DATE	No arrests have been made
COURT	

PC FILE AUDITED BY:

ACTT SECRETARIAT



SECRETARIAT

ACTT SECRETARIAT

Yes

AFU orders verified

1

SUSPECT / WITHDRAWN		ACCUSED		CONVICTED	
1	Name:	1	Name:	1	ID:
	ID:		ID:		ID:
	Private Person / official		Private person / official		
2		2		2	
	ID:		ID:		ID:
	Private Person / official		Public Official / official		
3		3		3	
	ID:		ID:		ID:
	Private Person / official		Private Person / official		
4		4		4	
			ID:		ID:
			Private Person / official		
5	ID	5		5	
			ID:		ID:
			Public Official / official		
6		6		6	
			ID:		ID:
			Private Person / official		
7	ID	7		7	
			ID:		ID:
			Public Official / official		
8		8		8	
			ID:		ID:
			Private Person / official		
9	ID	9		9	
			ID:		ID:
			Public Official / official		
0		10		10	
			ID:		ID:
			Private Person / official		
		11		11	



ACTT MONTHLY PROGRESS AND AUDIT REPORT

ID		ID:		ID:
12		Public Official / official	12	
	12	ID:	12	
13		Private Person / official	13	
ID	13	ID:	13	ID:
14		Public Official / official	14	
	14	ID:	14	ID:
15		Private Person / official	15	
ID	15	ID:	15	ID:
16		Public Official / official	16	
	16	ID:	16	ID:
17		Private Person / official	17	
ID	17	ID:	17	ID:
		Public Official / official		



[Signature]

[Signature]

PC Name: BOSASA Investigation.

Reporting Date: 24 August 2015.

SHORT DESCRIPTION (MODUS OPERANDI)

1. Background:-

During 2007 The Special Investigating Unit was mandated by the then State President, to investigate, inter alia, any allegations of serious maladministration, improper or unlawful conduct by officers and/or employees of the Department of Correctional Services, the unlawful appropriation or expenditure of public money or property, within the Department. Towards the end of 2009 the Special Investigating Unit (SIU) issued a report alleging that, irregularities occurred in the tender processes for the procurement of services by the Department of Correctional Service (DCS) at its Head Office in Pretoria, in the following tenders awarded to Bosasa Operations (Pty) Ltd and/or its affiliated or subsidiary companies:

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Affidavit of Angelo Agrizzi, an adult male with South African Identity Number 671203 5464085, residing at Helderfontein Estates, Dainfern, Sandton, Gauteng Province.

This the 9th May 2018, at 16:00 hereby declare that the statement, as well as the annexures, are of my own free will, and considered to be an accurate representation of the facts.

NOTE. THE ANNEXURES ATTACHED ARE NOT EXHAUSTIVE, BUT I BELIEVE THESE ARE SUFFICIENT TO CONDUCT AN INVESTIGATION FURTHER INTO THE MATTER. NOTE THAT THIS HAS BEEN COMPILED BY MYSELF. ANDRIES VAN TONDER, LEON VAN TONDER AND FRANS VORSTER ARE NOT IN ANY WAY INVOLVED IN THIS SPECIFIC MATTER OTHER THAN EMAILS PREVIOUSLY FORWARDED TO ME.

1.

I joined Gavin Watson and the Dyambu group of Companies in May 1998 after having had a successful career in the Molope Group. I was initially employed to attend to marketing, which evolved to various other management responsibilities, including the preparation of tender based proposals. I was not appointed as a Director or an office bearer. Gavin Watson and Danny Mansell had as the joint shareholders a "fall - out", and Danny Mansell opted to go farming. My relationship with Danny Mansell was somewhat strained as Gavin Watson had requested that I took over his position and planned to work together to oust him. I with blind loyalty complied, against my better moral and ethical judgement. I had an unblemished track record within the Company.

SEE ANNEXURE 1.1/2

2.

I had been tasked with numerous projects, some of which I considered legitimate, while others were somewhat dubious tantamount to illegal in my opinion. However, I persevered, based on the fact that Gavin Watson, the Chief Executive Officer demanded loyalty, and I had no prospect of gainful employment as I had been tainted by association with the Watsons. The Company then changed its name to Bosasa Operations (Pty) Ltd.

3.

Affidavit Angelo Agrizzi – Registered Complaint with the Hawks – Threats and Intimidation 14th May 2018



In 2005, pursuant to scathing newspaper and media reports regarding an investigation into maladministration, corruption and racketeering, I was strategically 'promoted' to take over more divisions within the group of companies, which had then earned me the title of "Group Chief Operations Officer" – in hindsight this was merely a ploy to entice me to take on more accountability. Gavin Watson had realized that the SIU investigation would result in casualties, and he repeatedly would say that his signature appears nowhere.

4.

The aforementioned was re-iterated during a visit from Mr Mo Shaik and Ian Small-Smith, where after the meeting, Gavin Watson indicated in front of the Group Chief Financial Officer Andries Van Tonder, that he had made a deal, and that if I just took the blame, the company would get a mere fine, and I would be exonerated against all other charges. I refused, and instead opted to resign, Watson said I should, however later he calmed the situation down.

SEE ANNEXURE 2

5.

The reason I raise the paragraphs above in detail to place the perspective that having worked with Gavin Watson and the Board of Directors, I am well versed in the tactics that are used within the group to avert risk and deal with issues. Incidents have occurred where lives were lost and covered up, and corruption was used to silence people, and threats frequently made. A classic example of this was having received complaints of threats levelled against journalist, editors and other private individuals.



6.

The extent of the threats, manipulation of information, people and intimidation are widespread, and hence I am extremely concerned, as I have seen them being metered out on others, and expect them to occur to myself.

The trend is to commence with a few innuendoes, and these escalate into telephonic calls and confrontation. In instances, it is a fact that force is applied, as well as attacks on the credibility and integrity of the person.

SEE ANNEXURE 2 – Salient points of the meeting held and sent to Brian Biebuyck – 17th July 2017

7.

I am also aware and have experience of Gavin Watson, Johannes Gumede and Louis Passano getting involved with unscrupulous individuals. I have personally witnessed those mentioned above in the company of hired "killers", such as Mdluli, "Killer Ximba" and other known questionable personalities. I have been privy to Gavin Watson instructing people to deal with specific problematic people. Save for the confidentiality, and numerous "shady" people are associated with Gavin Watson.

8.

It is on this premise that I raise a concern regarding the more recent threats made on myself, my family and friends. It is evident that Gavin Watson, Joe Gumede and Louis Passano have embarked on a strategic plan to threaten and intimidate myself. As I have seen in the past, people have been hurt, misrepresented and their persona damaged willfully.



9.

SEE ANNEXURE 2 - ISSUES OF CONCERN

Lindela Operations incidents remains a classic example of the atrocities within the group, which people will for a nominal fee attend to non-conformist severely. Hence my concerns that this has seen the following;

- Assault and Deaths
- Attacks on Integrity to destroy people who will not conform to the "Watson Way.
- Creation of false declarations and statements to facilitate doubt and loss of credibility

10.

I am also fully aware of the fact the Gavin Watson has infiltrated the highest echelons and can silence potential risks he comes across. It is common knowledge as (sound recording No 2) ATTESTED TO BY JOHANNES GUMEDE, IN A RECORDING OF DISCUSSIONS AND MEETINGS WITH HAWKS OFFICIALS IN RESPECT OF AN INVESTIGATION, so one remains somewhat apprehensive.

TRANSCRIPT RECORDING NO 2

11.

Having left for annual leave of the Company as early as 15th December 2016, with an existing contract, I was coerced into doing a separation agreement, this being according to having undergone a severe cardiac operation.

I attribute the break down in the relationship, and the resultant threats to the following:

- I had objected to the political alignment of the Company and felt it should be A Political in its approach
- A dispute regarding share incentives promised in a contract with Gavin Watson and Cheeky Watson



- The fact that I had determined from the insurance broker that Gavin Watson had tried to claim money out of a "key-man" policy I had. I believe this was equal to about R40,000,000 at the time should I be disabled to work or die. The broker confirmed this Gavin Watson had proposed the application while I was still in a coma in ICU at Fourways Life Hospital.

12.

Having taken time off to heal, it became evident that Gavin Watson as per usual could not face those whom he had "used and abused."

13.

During July 2017, Mr Brian Biebuyck had attended a meeting at the Bosasa (now known as) African Global Operations (Pty)LTD office park. A comment was relayed to me after that by Brian Biebuyck, that was made by Johannes Gumede – the comment was as follows: "Tell Agrizzi we have been patient, and he needs to be careful, we don't want another funeral shortly." – I see this as a subtle but a direct threat, especially knowing the history of the group.



Issue: 2019-01-26 12:01:08

14.

ADMISSION OF RECORDING MEETING - RECORDING 1
ADMISSION OF RECORDING MEETING - RECORDING 2

On the 18th October 2017, I was informed by Andries Van Tonder, Leon Van Tonder and Frans Vorster, erstwhile colleagues that they had been called into a meeting by Johannes Gumede, Jackie Leyds, both directors to discuss various issues about myself. From the recording attached, the following can be deduced from the statements of Johannes Gumede:

- Numerous times people disappear, to be found shot and killed for no real reason, other than they wouldn't keep silent on sensitive matters
- A more recent example was given of a man, who was found dead in his car, with his jewellery and money intact
- Bosasa had contacts at Westville; an inmate could be released and allowed to attend to a problem, and be returned behind bars afterwards with a perfect alibi
- People who did not comply could be attended to harshly, in fact, it was considered to save the interest of the company a common occurrence in South Africa.



I was quite concerned on when I received the copy of the recording and sent a copy of the recording to Brian Biebuyck on WhatsApp, specifically mentioning that the statement made was not savoury at all. I received no response at all. I also urged Brian Biebuyck to request that his client Bosasa and the directorate desist from doing this to me; however, it merely continued.



16.

Andries Van Tonder, Leon Van Tonder and Frans Vorster had opted according to the meeting they recorded to exit from African Global / Bosasa, and I received a call from Brian Biebuyck instructed by Gavin Watson to intervene and perhaps speak to the three gentlemen and set their minds at ease. At that stage, they informed me that they were done at Bosasa and no longer would have wanted to stay. They had also heard via the grapevine that Watson said they served their purpose and would be retrenched. They had planned to relocate them to a project which would ultimately never work.

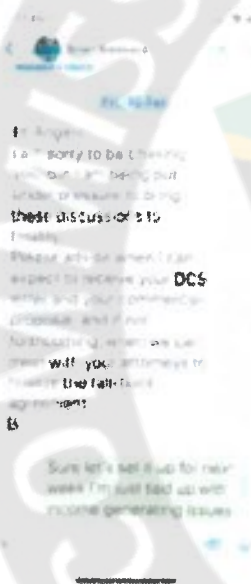


17.

I attended a meeting requested by Brian Biebuyck at his house, 23 Balmoral Avenue, Hurlingham at 11:45 and we went to a local restaurant close to his home, where he confirmed that Gavin Watson had requested that I intervene and ensure that the matter is resolved. They were concerned that they would whistleblow and that would have adverse effects on the company.

18.

I indicated that I did not want to get involved. I explained to Brian that the matter was between Gavin and the individuals. Brian Biebuyck mentioned that Gavin was willing to establish a business for them. Brian Biebuyck reiterated that I had no choice in the matter and that Gavin Watson did not expect me to do it without due compensation.



19.

I met with the individuals, and what transpired is that they unpacked their issues to me. (For purposes of confidentiality I cannot reveal in a statement what the process was, or how it was concluded)



20.

On Friday the 1st December I received a call from a friend and a business associate Andy Grudko who mentioned to me he had received a call from a "Dave" who purported to be from the South African Police, he would call on Monday with more information regarding Watson, Agrizzi and Van Tonder.

Andy Grudko raised the concern for my safety as it appeared that the caller "Dave" had intimate knowledge regarding the Bosasa SIU case.

21.

ADMISSION RECORDING NO 2 - "DAVE"

The recording refers, and was made on the 4th December 2017 at 09:45, the call was recorded, and the significant points were raised;

- That the three parties should get together sooner than later, set aside differences and resolve the matter
- That the docket regarding the SIU and the Hawks would be attended to for a small fee?
- During the call, it was also mentioned that Gavin could make people disappear.

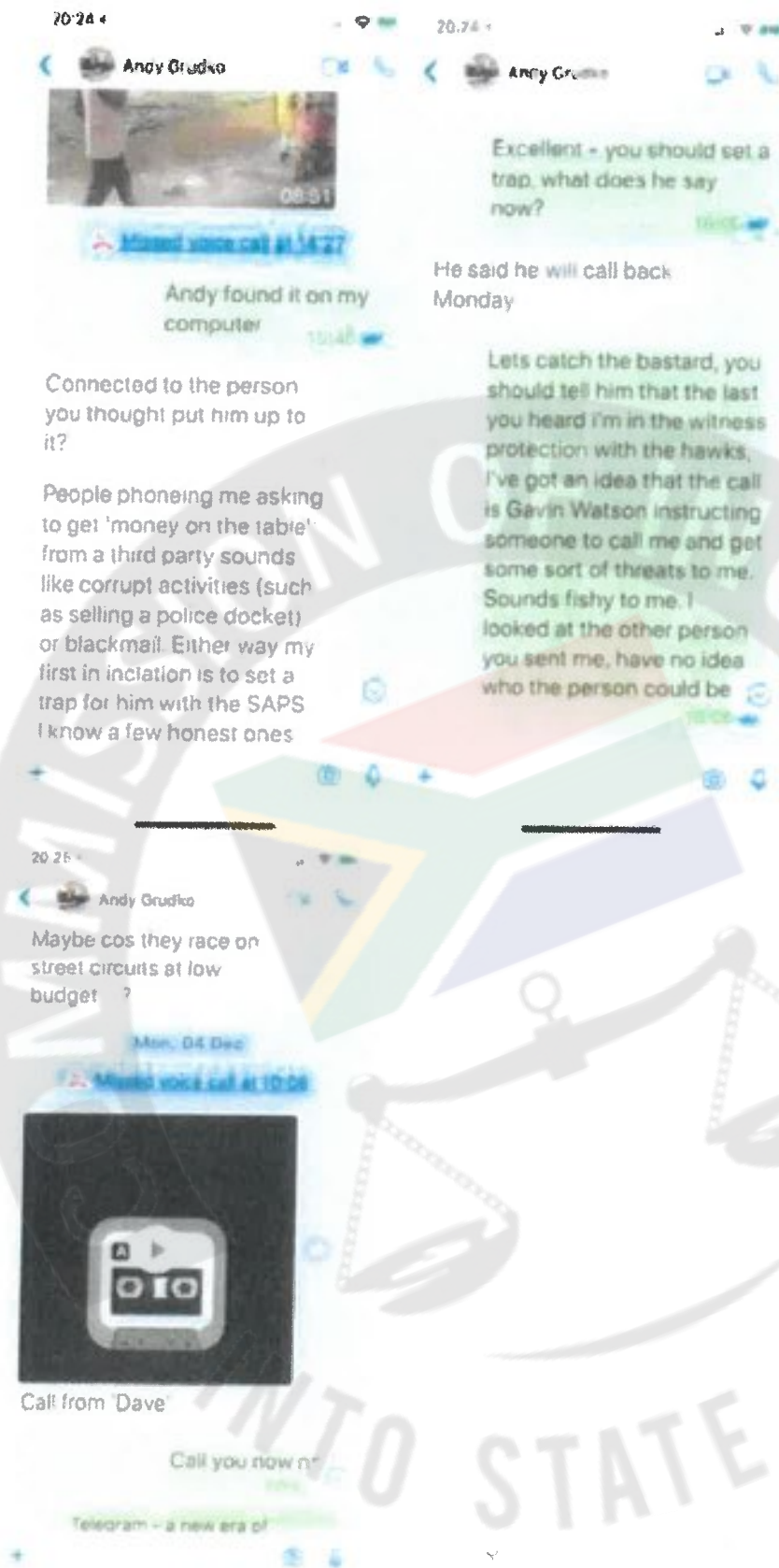
The caller cell number was identified as 0661 750 491, made from Mimosa Flats - Brackenhurst Alberton. It was evident the phone was not registered.

The matter was referred to Brian Biebuyck, and no response was received.

I concluded that this message and "Dave" was a subtle reminder that if I didn't comply with what Watson wanted, people were, in fact, watching me, and even knew who my associates were.







22.

During the period December 2017 to March 2018, unknown numbers would make threatening calls to me on my cellular, in instances I merely let them ring out. However no voice messages were received, nor any text messages. Having looked at my call history, I noted that I delete the records of phone calls and hence would need to obtain a list of No Caller ID incoming calls from my service provider if this is available. I had become accustomed to receiving threats telephonically as well as numerous calls from previous employees lamenting about their treatment at African Global, and the threats received.

23.

I was informed that during March / April 2018, Gavin Watson had appointed a "Risk Investigator" a certain Mr Andries De Jager - who purportedly was employed by the Special Branch, Hawks and the South African Police. He was tasked with specifically establishing "dirt" on myself so that they could deal with me. The only reason I can think of is that Gavin Watson was delusional in the sense that he did not want to fulfil his legal obligations over the ensuing four years regarding a separation contract I had entered into. I had given them no cause to believe I would default on my contract and had even been called in to resolve the issue between Andries Van Tonder, Leon Van Tonder and Frans Vorster.

24.

On the 21st November 2017 Mr Richard Le Roux contacted Mr Frans Vorster, who in turn reached myself, begging that I intervene, because Richard Le Roux had been investigated, interrogated by Mr Andries De Jager (who at that stage was merely contracted by African Global) and was requested to make a statement exonerating Gavin Watson and implicating myself.



25.

On the 22nd November 2017 I allowed for a meeting and requested that Richard Le Roux provide a statement to save his job, and then a follow-up Affidavit which he would attest to under oath, clarifying the matter, while explaining the original statement as being a false submission. I did help him draft a report and allowed him to submit the previous statement to protect his job.

I was well aware that often employees would be coerced with threats to choose to tell the truth and sit without employment or lie and retain a job.

The concerning matter is when asked by Richard Le Roux, who the investigator was – he was informed via email that the person was "Leon Van Tonder" this concerned me, especially since the "Leon Van Tonder" was investigating myself for no reason. I subsequently have learnt that the "Investigator" was, in fact, Andries De Jager.

Magda Van Rensburg also made mention that the specific "Andre De Jager" interviewed her as "Leon / Andries Van Tonder" – she also raised a concern as to whom he was.

The below mentioned is an exhibit from the statement sent to Lindsay Watson from Andries De Jager, he was then questioned regarding the statement.



Richard Le Roux

Statement to – L. Wilson and Gavin Wilson

Statement from – Richard Le Roux – ID NO 7110045382082

I Richard Le Roux resident at Summerfield Village, hereby state that Angelo Agrizzi the Ex Chief Operations Officer instructed me and my team to do Special Projects at various sites.

The above is true and binding on me.

Signed *[Signature]*

This the 20th November 2017 at Roodepoort.

21st Nov 2017 10:30

SENT TO BOSASA - LINDA WILSON

UNDER PRESSURE TO DO A FALSE AFFIDAVIT.

THEREFORE NOT OF ANY EFFECT.

[Signature]

[Signature]

[Signature]



26.

Richard Le Roux was allowed to keep his job on the premise of his statement. Richard Le Roux has a copy of his statement, as all copies of documentation were duly returned.

27.

On or about the 23rd November 2017 I also received a call from Magda Van Rensburg, who had also been subjected to interrogation by Andries De Jager.

28.

On the 2nd February 2018, Mr Peet Venter, the D'Herman Arcy auditor mentioned that Magda Van Rensburg was to be retrenched and that we needed to intervene as evidently, they were going to get rid of any witnesses, including Richard Le Roux. Magda Van Rensburg's husband prepared a letter to the Human Resources officer Mr Johan Abrie, and the process was stopped. What must be mentioned is that at the time, Magda Van Rensburg was being asked to compile evidence against her will to implicate Andries Van Tonder.

29.

On the 2nd February 2018, Richard Le Roux was called in and asked to motivate why he should not be charged for theft. In that work in progress tools and items were found on his property (a company house attached to the offices)

Richard Le Roux then provided the affidavit he had done in November 2017, and he was left alone.

(I don't have any copies at my disposal; however, Richard Le Roux has these)



30.

Numerous staff have contacted me, saying that they have been coerced into preparing statements for Mr Andries de Jager, that are false, with a single intent to descript myself.

31.

ADMISSION ARTHUR HAND ANNEXURE 4

On the 10th April 2018, I received a frantic call from Mr Jason Stoltz, and erstwhile employee of me, saying they were all extremely worried, Mr Arthur Hand had been trying to get hold of me, and that I was in danger.

I called Arthur Hand who was extremely worried and scared.

32.

ADMISSION ARTHUR HAND ANNEXURE 4

On the 9th April 2018, Arthur Hand received a call from Mr Jacques Viljoen, and that Arthur Hand was friendly with me.

The statement reflects the following salient points;

- I was liaising with Arthur Hand, who is known to the biking community
- Bosasa (via Andries De Jager and Louis Passano) had co-opted Delta Blue Security to attend to Angelo Agrizzi, as they felt I had not stuck to my agreement
- Delta Blue is owned by Freddie Fourie, known for elite bouncers and the nightclub security fracas
- Arthur Hand was told to distance himself from Angelo Agrizzi
- Arthur Hand was questioned about the negotiations, wherein he responded he had no knowledge
- Arthur Hand was told that Freddie Fourie was looking into Arthurs relationship



33.

On the 10th April 2018, Arthur Hand attended to meeting with me at my home; he was visibly shaken and disturbed, he had received another call from Mr Hennie Viljoen of the Crusaders West Rand Bikers Club. The following is a synopsis of the attached statement:

- Mickey Shultz was extremely upset with Angelo Agrizzi, in a meeting it was said, I would use Mikey Shultz to deal with Bosasa - (This I emphatically deny, I had last dealt with anyone from Bosasa on the 15th December 2016, and did not even know of a Mikey Shultz, other than he was involved in the Kebble saga) - I have also never intimidated or threatened anyone in any way.
- Arthur Hand then spoke to a friend Mr Hennie Le Roux, a biker who then talked to Jacques Viljoen, who told Arthur that we needed to be careful
- Jacques Viljoen informed Hennie Hennie Le Roux that Louis Passano and Johann Fourie from Bosasa had given them the information.
- Jacques Viljoen stressed to Arthur that I call him so that he could arrange the mediation between myself and Freddie Fourie.
- Following this for the two days this occurred, an unknown Black Amarok SUV with four occupants was parked outside Arthur Hand's home. The vehicle had no number plates.

34.

10th April 2018 - Occurrences

I immediately contacted my brother whom I know knew various people, and I wanted him to get to the bottom of the issue at hand and see what needed to be done.

I was aware of the fact that Gavin Watson and Joe Gumede would resort to using underhanded tactics to threaten me, and had also been informed that the investigator Andries De Jager, Johannes Gumede had a meeting with a third gentleman, merely described as well-built in stature white in his early 40's.



35.

Claudio Agrizzi made contact with Timothy Blackman and had a meeting with him on the 10th April 2018 at his offices, where my brother attempted to clear up the matter, as we were told via Arthur Hand that my wellbeing and life were at risk.

Because I run my life in an open and transparent way, I suggested I clear up the matter myself, as I did not believe the threats concerning Mikey Shultz, and I was certain he wouldn't risk his freedom by falling prey to innuendoes.

I asked my brother to point out that the matter was, in fact, be dealt with by the attorneys, and should stay there, but I would meet the people to assure them I had no interest in them, their activities, and whilst I would have a cup of coffee with them, I didn't want to get involved.

36.

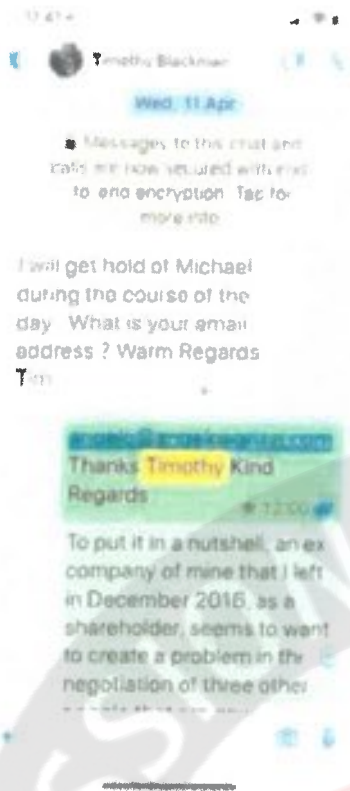
REFERENCE TO ANNEXURES 5/6 /7

Pursuant to Claudio Agrizzi meeting with Tim Blackman, a meeting was arranged at Jeppe High School on the 13th April 2018 for 15:00, as the fathers, Tim Blackman, Mikey Shultz and Claudio Agrizzi were collecting the kids, so I availed myself.

I was duly informed, there had been a prior meeting at the African Global / Bosasa offices chaired by Andries De Jager. Discussions at the meeting as conveyed to me were as follows;

- Andries De Jager explained the situation regarding my package in detail
- Andries De Jager put forward the situation with the matter Andries Van Tonder, Leon Van Tonder and Frans Vorster
- Certain risks were discussed
- Messages sent to me from staff and replies were discussed.





38.

SEE ANNEXURE 6 - EMAIL M WITZ

A cordial meeting held on the 13th April 2018, where I noted that in fact innuendoes were created by Gavin Watson, Joe Gumede, Louis Passano and Andries De Jager. It was evident that in fact Mikey Shultz was not fully versed with the situation and in my opinion did not want to get involved.

The meeting took no longer than 15 minutes. we briefly discussed the matter, and I said that if opportunities existed within the sectors, I operated in we could look at them. I gave a Crearis brochure to this effect as I would do with all people I meet.

I clarified with them that I had no issue and wanted them to understand that I was called into discussions on the Watson Vs Van Tonder's / Vorster matter and that I, in fact, did not want to be a part of it, even though Watson offered me R10.000.000 I wasn't doing it for any money. I was however annoyed that Watson had, in fact, breached our agreement by disclosing my contract to them.



39.

I also clarified the statement that I was contacting staff, and showed them a recent SMS received, much akin to all the ones I receive on a regular basis.

SAMPLE MESSAGE RECEIVED



I explained that employees had worked with me for 18 years, they had a natural affinity for me and would like to check up on me, I always responded, but averted talking about the business. It, however, appeared that staff were in fact threatened if they were found talking to me. I could not understand the rationale.



[Handwritten signatures and initials]
2018

40.

SEE ANNEXURE 3 – EMAIL INTIMIDATION

I had been accustomed to the unknown number threats at various times of the day, and these did not worry or concern me until the fact that on the 10th April 2018, a direct threat was communicated by Peet Venter to Andries Van Tonder as reflected in the attached email received

Peet Venter consulted as a tax practitioner to the group of companies, and also voiced his discontent with Watson, more importantly, the threat was made to Andries Van Tonder is summarised as follows;

- Peet Venter requested a private meeting
- Peet Venter had a meeting at African Global with a certain “Freddie” – Freddie Fourie and “Andries” – Andries De Jager with Louis Passano, Joe Gumede and Sesinya Seopela
- Peet raised his concerns about the safety of the Van Tonder’s, Vorster’s and Agrizzi’s, as Gavin Watson had “hired private security who work with dangerous people – reference was made to doing bodily harm

41.

SEE ANNEXURE 8

This matter raised my concern as Peet Venter would not lie to us, and I found it strange that in the email from Brian Biebuyck, he claims that neither Gavin Watson or Joe Gumede are aware of this – YET – Peet Venter acknowledges that a serious risk of an assault exists.

The response from Brian Biebuyck denies that Watson has ever spoken to the individuals, Peet Venter makes mention to Andries Van Tonder that Gavin had only met the individuals on the 9th March 2018.

SEE ANNEXURE 3 – Peet Venter was invited by Gavin Watson to a meeting Monday morning the 9th March 2018

Affidavit Angelo Agrizzi – Registered Complaint with the Hawks – Threats and Intimidation 14th May 2018



42.

Pursuant to the threats and discussion numerous emails were circulated and what is apparent is that a high level of intimidation with various "real" threats was made. I mentioned this matter to my Attorneys Daniel Witz and Advocate Mannie Witz, who communicated same to Brian Biebuyck.

43.

Brian Biebuyck merely responded by denying the allegations, and therefore I would consider him complicit in the process and will take action regarding the provisions of the Law Society if need be.

44.

SEE ANNEXURE 6

On the 17th April, I receive a strange message from Timothy Blackman, indicating I made a false statement - I did not respond, as I purposefully had asked Claudio Agrizzi to send him the overview on the meeting held on the 13th APRIL 2018.

It appears that the email forwarded to him raised a concern.



I found this somewhat strange and heard nothing again.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



45.

IMPROMPTU VISIT FROM TIM BLACKMAN

THE FOLLOWING SCREENSHOTS EXPLAIN THE VISIT

On the Thursday 19th April 2018, I receive a message enquiring if I am OK - my response is evident.

On the Friday 20th April 2018, I get a message as indicated "I'll see you next week."

I then on Wednesday the 2nd May, receive an impromptu, I have some time to spare can I pop in to chat.



The brief chat and coffee were held in the intermittent presence of my wife and granddaughter, we discussed items related to the CCTV industry, my brother's history, and it was as if we were longtime friends.

Tim Blackman was extremely relaxed, and sat in my garage having coffee, looking at my memorabilia.



At no stage during the visit was anything raised. in fact, he complimented me. I gave him as I do with all visitors a bottle or two of wine which I have, to give to visitors as a memento.

The only mention of anything was when Tim Blackman was getting into his car. He said, "I believe the guys are signing today?" I responded I don't know.

This tells me that he had detail on what was happening and when – and could only have obtained the information from Gavin Watson or Bosasa's attorney Brian Biebuyck.

46.

My understanding was there were no issues whatsoever that the matters had been resolved.

I received via my attorneys a mail sent by Brian Biebuyck on the 6th May 2018, an email with a specific extract.

"Over and above the various disturbing disclosures that appear from a copy of the attached sworn statement by Timothy Blackman dated 22 April 2018, contrary to your above statement of 20 March, he confirms, on the say-so of both your brother and yourself, that in fact you did accept the additional R10m which was to be paid in terms of the settlement and that you were prepared to go to extraordinary lengths to secure such payment. For the record, Gavin's rights relative to all the issues that arise from the attached statement are hereby reserved."

ANNEXURE 4 - STATEMENT OF TIM BLACKMAN DATED 22ND APRIL 2018

The attachment was received as follows: IT WAS CONCERNING AS THIS WAS AFTER the impromptu visit to my home, and nothing was even mentioned to myself.



1. in an adult male (b. 10/22/55-585081) 47 years old, currently residing at 45-1 Ximenez Rd., Breda for the past 2 years. Currently self-employed and owner of Visual Power Protection with contact number: 082-8177081.

1034 - Andrew (Andre) Aguirre from 1988. We lost contact after school until two years ago when we met up again and we exchanged cell numbers. Andre called me on my cell phone approximately 2 weeks ago one night late in the night that he knows that I have a relationship with Mickey Schultz, saw myself and Mickey walk in school together. Andre explained that he heard a rumor that Mickey Schultz were paid money by a certain person, Watson (J.R. of BCSASA) to intimidate / assault his brother - Angelo Aguirre that use to work for BCSASA.

1. I told Claudio, that due to the severity of the rumours, would call Mickey and get back to him. I spoke to Mickey and explained to him what Claudio told me. Mickey stated that he has never heard the name BOSASA. Gary Watson in Angels Agency called Claudio back and told him what Mickey said. Claudio asked that I go and meet with Mickey and discuss the allegation with him further. I told Claudio that I would need some sort of explanation in background and was not aware of what the detail was that led to the rumour. Myself and Claudio then agreed that I would meet him at his office in Germantown that he could explain the background to me.

The following morning I cannot recall the date I went to Claudio's office. Upon arrival he took me to his private office where he started explaining the following to me on the whole board in his office:

- He had other Angels working for ROSASA
- Gavin Watson named ROSASA
- A Mutual separation agreement was done between the (plaintiff) and Angelo where Angelo were paid \$100k as well as R 500 000 00 per month
- He mentioned that Andries van Tonger, Frank Foster and Leon van Tonger were also from the process
- Of signing their Mutual separation agreements for R 30M but Angelo was facilitating and advising them regarding this as Angelo would get another R 10 mil for this "service/negotiation" which would take the total to R 40m
- He mentioned the names Louis Passani, Mike Fourie as well as Delta Blue
- He also mentioned Arthur Hand and stated that he is involved with a taker gang and he too had a phone call from someone regarding Angelo

He printed out several e-mails which reflected communication between Angelo and Claudio. He also handed me several reports from his computer (I kept all these and it is available upon request). Claudio told me that he suspected that Gavin Watson has paid Mickey \$12 to either assault or intimidate his brother Angelo. Angelo and I again told Claudio that Mackey has never heard either of the names "Gavin Watson or Angelo Andrioli".

He then told me that he and his brother, Angelo, had discussed and planned in detail that they would "lure" Gavin Watson, i.e., Angelo, I have to, for a meeting under the pretense that they wanted to finalize the ongoing negotiations. They then required Mackey Schultz to either walk out of the cupboard into the room where they would conduct the meeting or he could just hide in the closet and then walk into the lounge to introduce me to "Gavin" Watson. Claudio explained that if they could get this done they knew that it would make the negotiations easier and "suffer" down up for the additional \$100,000 for Angelo. As Gavin was a very difficult man, Claudio asked me to speak to Mackey and get him to agree to their plan. I left Claudio's office.

The very next day, he received a call from Angela Aguirre, on the telephone. Angela asked him if he had spoken to Mickey regarding what Mickey had spoken to him about. He told her that Mickey stated that he has never been the names, Juan or Juanita, in Angela Aguirre.



Currently, Paul Blackman states the following under oath:

I am an adult male DOB: 7/11/1958/5081 - 57 years old, currently residing at 467 Kilburne Rd. Bridget for the past 15 years. I am currently self-employed and owner of Visual Power Protection with contact number 0814122981.

I have known Claudio Agrizzi from 1988. We first contact after school until two years ago when we met up again and we exchanged cell numbers. Claudio called me on my cell phone approximately 4 weeks ago one night late. He told me that he knows that I have a relationship with Mickey Schultz whom myself and Mickey was in school together. Claudio explained that he heard a rumour that Mickey Schultz were paid money by a certain Gavin Watson (CEO of BOSASA) to intimidate / assault his brother Angelo Agrizzi that use to work for BOSASA.

I told Claudio that due to the severity of the rumour I would call Mickey and get back to him. I spoke to Mickey and explained to him what Claudio told me. Mickey stated that he has never heard the name BOSASA, Gavin Watson or Angelo Agrizzi. I called Claudio back and told him what Mickey said. Claudio asked that I go and meet with Mickey and discuss the allegation with him further. I told Claudio that I would need some sort of explanation or background as I was not aware of what the detail was that led to the rumour. Myself and Claudio then agreed that I would meet him at his office in Germiston that he could explain the "background" to me.

The following morning (I cannot recall the date) I went to Claudio's office. Upon arrival he took me to his private office where he started explaining the following to me on the white board in his office:

- that brother Angelo worked for BOSASA
- Gavin Watson owned BOSASA
- A Mutual separation agreement was done between the business and Angelo where Angelo were paid R300M as well as R 500 000.00 per month.
- He mentioned that Andre van Tonder, Frans Voster and Leon van Tonder were also in the picture of signing these Mutual separation agreements for BOSASA but Angelo was facilitating and advising them regarding this as Angelo would get another R10m for this "service/negotiation" which would take the total to R400m.
- He mentioned the names Louis Passaro, Mike Fourie as well as Delta Blue.
- He also mentioned Arthur Hord and stated that he is involved with a biker gang and he too had a phone call from someone regarding Angelo.

He printed out several E-mails which reflected communication between Angelo and Claudio. He also handed me several reports from his computer (I kept all these and it is available upon request). Claudio told me that he suspected that Gavin Watson has paid Mickey to either assault or intimidate his brother Angelo. Again, I once again told Claudio that Mickey has never heard either of the names "Gavin Watson or Angelo Agrizzi".

Claudio told me that he and his brother Angelo had discussed and planned in detail that they would "lure" Gavin Watson to Angelo's house for a meeting under the pretense that they wanted to finalize the ongoing negotiations. They then required Mickey Schultz to either walk out of the cupboard into the room where they would conduct the meeting or he could just hide in the kitchen and then walk into the lounge to intimidate or "scare" Gavin Watson. Claudio explained that if they could get this done they knew that it would make the negotiations easier and "shorter/sweeter" for the additional R10m for Angelo. As Gavin was a very difficult man, Claudio asked me to speak to Mickey and get him to agree to their plan. I left Claudio's office.

The next morning I received a call from Angelo Agrizzi on my telephone. Angelo asked me if I have spoken to Mickey regarding what Claudio has spoken to me about. I told him that Mickey stated that he has never heard the names "Gavin Watson or Angelo Agrizzi".



47

SEE ANNEXURE 4

Those as mentioned earlier disturbed me, as it was typical of the threats and intimidation used by Gavin Watson and I immediately responded to my attorneys with regards to the matter.

I also knew that the allegations were extremely dangerous and needed to be dealt with, so I copied in my brother whom Tim Blackman had accused, and requested if this was true and if he could do an affidavit setting out the discussions.

Claudio Agrizzi also re-iterated that Peet who worked for him was present at the meeting and would also give his interpretation of the discussions.



Disclosure Discussions Claudio Agrizzi HIGHLY CONFIDENTIAL Affidavit

Affidavit of Claudio Agrizzi
Identity Number 7312045010081

Claudio Agrizzi, a male aged 44 residing at 17 Merdyk Str Lambton Germiston for 14yrs. Self employed @ SEMCO based in Delville Germiston. I hereby declare that the attached affidavit is a true reflection of prior to and the Meeting Dated 11 April 2018 at our offices with Mr. Timothy Blackman and Peet Coetzer.

A previous employee of the Bosasa group allegedly received a call from a Mr. Viljoen from the Crusaders Bikers Club stating that there was a rumour that Angelo Agrizzi had requested the assistance of Mr. Schultz to put pressure on Mr. Watson to speed and increase the payouts due to Andries, Leon, Frans and that its better for him to cut his association with them. This was not the case as Angelo has had no contact with Mr. Schultz or any of the affiliated parties. Knowing the brief of the situation I then contacted Timothy Blackman an old friend from school who had contact with Mr. Schultz and further explained the situation in detail as per 2

Meeting at SEMCO offices in the presence of Myself and Peet Coetzer with Timothy Blackman on 11 April 2018 to explain the situation in depth regarding the current state of this rumour with the affiliated parties prior to Timothy Blackmans meeting with Mr. Schultz that evening as pointed out below

Basic agreements of Angelo Agrizzi's exit in late 2016 from Bosasa organisation. Angelo Agrizzi was requested to intervene in the matter by Gavin Watson (Bosasa/ African Global) and Brian Biebuyck (Bosasa Attorney) in the settlement agreement of Andries Van Tonder (AVT), Frans Vester (FV), Leon Van Tonder (VT). The Exit agreement for AVT, FV, VT was briefly discussed and email pertaining to this matter had been given to Timothy with the recording of Mr. Joe Gumede (Bosasa/ African Global Chairman) stating that Angelo Agrizzi must be careful as he has connections in the prisons (this is all available on request). The main subject of the rumour regarding Mr. Schultz was discussed and the meeting was to stop this rumour before it gets out of hand as this would just be unnecessary to the current exit agreements. It was brought up by Timothy that perhaps we should call the parties that spread this rumour and the affected parties together to end this. He suggested that himself and Mr. Schultz should hide away and then walk into the meeting to start the party that spread the rumours. It was mine Peet Coetzer and Timothy's opinion that this was a scare tactic put forward by someone and could quickly be resolved. This was in no way calculated to intimidate anyone for any gain, but to end this rumour and was never agreed to pursue. We never saw the need to go that route just to end the so-called rumours and end this. Timothy called up Mr. Schultz to confirm the appointment with him and asked if he had ever heard of this rumour. Mr. Schultz confirmed that he hadn't heard of this but assured Timothy that they could meet at 11.

Timothy had the meeting and confirmed with him on a call that Mr. Schultz had never heard of Bosasa, Gavin Watson or Angelo Agrizzi and that he would arrange a meeting at 11pm for us to all meet and clear the air. Further to this Timothy confirmed that the investigators at Bosasa/ African Global was a company known as Delta One who Mr. Schultz knows and perhaps Angelo Agrizzi should rather leave it up to AVT, FV, VT to handle this matter.



On 13 April 2018 @ 11:30 meeting with Myself, Angelo Agrizzi, Timothy Blackman, Mikey Schultz and others the reason for this meeting according to Timothy was to clear up the matter. The meeting was friendly and it was suggested to Angelo Agrizzi that it would be better for him to walk away from the negotiations, and that they suggest this be signed and sealed by the end of day. Angelo Agrizzi confirmed that he would step away from the negotiations and confirmed this in email (available on request) but couldn't guarantee the sign off. It was also explained again by Angelo that he had said to Brian Biebuyk that the additional R10m that Gavin Watson had offered for him should rather be put toward the Exit agreements of AVT, LV, FV and that the original amount for intervention agreed on was R2,5M with 10% of this value was paid in November 2017. It was suggested to me by Angelo that if he would receive the balance of the intervention figure he would donate it to the new children's home in the Eastland that was mentioned in the meeting at the school.

From the 13 April 2018 I have requested that I do not get dragged into this any further. I am more than willing to put forward meeting recordings and events if need be. In support of any court application I would request that the honourable court subpoena the following persons to testify on the statements made and the truth of the allegations stemming from my statement:

Peer Cortzel

I can further prove that the events above are a true reflection of the events and have no objection to stand witness.

Claudio Agrizzi



48.

STATEMENT OF PEET COETZER

Affidavit

Peet Coetzer

18 May 2018

Peet Coetzer (DOB 1972) 5057 281 1st Avenue, 180 Windsor, Newmarket, Ontario, for the past 8 years. Employed at Lemay based in Ontario (Canada).

He was present at the meeting on 11 April 2018 when Timothy Lee Blackman visited (Claudio Agrizzi) at first the initial meeting seemed to be about the Apple Basketball hoop upgrade/appearance - he was the technical aspect of the meeting I was present as all the possible configurations and limitations of the basketball hoop assembly and manufacturing was discussed. As the meeting progressed I moved between the drafting office and Claudio's office confirming details etc.

Upon returning to Claudio's office at the site Claudio mentioned that he and I were not present together and shared about the old days. I saw that picture and figure on the white board. Claudio's office was reviewing the subject matter of their discussion. Claudio didn't change the subject as he often discussed personal and family issues with me, as we regularly work offsite and support on a personal level.

Timothy was not present at the meeting and the discussion about Angelo Agrizzi was using Mark's (J. J.) name to threaten me (Claudio Agrizzi) as from what I could gather at that stage was a humorous story (J. J.) was some in Angelo's and Gavin's (speaking with some discretion to the board).

In the meeting Mark was the suggested that he will talk to with a group with Mark that himself and Mark (J. J.) Angelo's house about Angelo's (Gavin) over for a while and then back into their meeting suggesting Gavin and I talking to Mark who started the humorous that Angelo spoke Mark (J. J.) the (Claudio Agrizzi) as the (Claudio Agrizzi) (J. J.).

I am attesting the content of this affidavit.
All statements above are true.



49.

ANNEXURE 4

I attach hereto my response directed to my advocates, attorneys regarding the issue, where I once more express my disgust and fears regarding the manner in which I have been threatened and my credibility affected.

50.

POTENTIAL THREATS

1. I refer to the threats I have detailed in my affidavit and supported with the various screenshots and attachments, and while I know I am bound by a confidentiality agreement, I have been advised that this does not preclude me from raising the concerns in light of a genuine threat being posed.
2. In South Africa, everyone is at risk. we hear of untimely deaths regularly. As an honest, law-abiding citizen, I am now at risk of being killed, especially given the background of the people that have crossed my path.
3. I currently live in fear that as stated by Johannes Gumede, recorded, that African Global, Gavin Watson and Louis Passano have mindset to take out a contract on me. IN MY OPINION THEY ARE THE MASTERMINDS. This also explains why a specialist contractor would be employed and paid under a separate company (I will provide further information pending discussions with my Advocate about a warning I received regarding the fact that the association with Blue Delta and African Global was kept at arms-length.
4. Furthermore, I have been compromised regarding my location, and Gavin Watson is fearful that I might be called as a witness to answer a corruption charge relating to an SIU investigation into Correctional Services, so a real threat exists.



5. Numerous outstanding cases against Bosasa / African Global and Gavin Watson, of which I have intimate knowledge are of concern, as Gavin Watson, Joe Gumede and Louis Passano would not hesitate to contract in a criminal faction to remove a problem and assassinate me. Besides this has already been intimated.
6. It is important to make mention that Mr Louis Passano has two convictions on criminal charges, one for Culpable Homicide and one for Cruelty to Animals. In assisting Mr Passano, it is also evident that when I employed him, he lied about his history and it is obvious that he was coordinating Mr De Jager's employment.
7. I am perturbed that Mr. Andries De Jager has taken a personal interest in supposedly investigating me, and establishing my whereabouts, my dealings etc.
8. It was noted to both Magda Van Rensburg and Richard Le Roux, as well as Frans Vorster that Andre De Jager reported only to Gavin Watson and Louis Passano.
9. Mr De Jager coordinated the meeting with Freddie Fourie from Blue Delta, and I am aware that Lindsay Watson (Gavin Watson's daughter) and Louis Passano signed the payments made.
Statements it appears have been manipulated in such a way as to cast dispersions on the actuals facts – A serious matter is raised and only after some time is a statement produced to counteract the allegation.



51

RESOLUTION

1. I can confirm that I have not contravened the terms of my separation agreement with African Global / Bosasa / Consilium and that I have held confidential what would not in the normal course of business affect the company.
2. I can confirm that the parties Van Tonder and Vorster have no part in this application and matter other than that has given me the information
3. I do however feel that the threats are warranted and must be dealt with accordingly.
4. I have spoken to Mr Willie Hoffmeyer, at the National Prosecuting Authority, Weavin Park, Westlake Ave on the 9th April 2018 as indicated in the initial meeting relating to the matter of my safety and asked for advice on how to attend to the matter, and which process to follow
5. If required and deemed necessary I will enter of my own free will into witness protection and fully cooperate with the authorities.

52.

CONTACT DETAILS OF PERSONS MENTIONED

- PEET VENTER- D'HERMAN AUDITORS 082 462 9527
- JACKIE LEYDS - DIRECTOR BOSASA 083 607 1529
- LINDSAY WATSON - BOSASA LEGAL 083 607 1542
- LOUIS PASSANO - FINANCE BOSASA 062 425 8787
- RICHARD LE ROUX- 071 418 8938
- MAGDA VAN RENSBURG- 082 578 9978
- ANDRIES DE JAGER - BOSASA INVEST 060 582 5549
- DANIEL WITZ -WCIS ATTORNEYS 082 322 3100
- MANFRED WITZ - ADVOCATE 082 891 8027



- ANDRIES VAN TONDER- 063 662 2379
- LEON VAN TONDER- 071 120 4569
- FRANS VORSTER- 083 607 1462
- BRIAN BIEBUYCK - ATTORNEY- 082 567 9074
- TIM BLACKMAN - 082 412 2081
- GAVIN WATSON - BOSASA / AG 082 800 0923
- JOHANNES GUMEDE - BOSASA / AG 082 607 1581
- DEBBIE AGRIZZI - WIFE 079 899 2008
- CLAUDIO AGRIZZI - BROTHER 083 249 7134
- PEET COETZER 011 823 5069
- ARTHUR HAND 071 641 0629

53.

ANGELO AGRIZZI of No 97 Helderfontein Residential Estates, Fourways,
SANDTON
671203 5468085

- SIGNED and SWORN/AFFIRMED to before me at **Dainfern Police Station** on the 14th day **MAY** of 2018, the Deponent having acknowledged that she knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R 1258 of the 21st July 1972, as amended by Government Notice 1648 dated the 19th of August 1977 and Government Notice 903 dated the 10th July 1998.

COMMISSIONER OF OATHS

FULL NAMES: _____

STATUS: _____

STREET ADDRESS: _____



Affidavit Angelo Agrizzi – Registered Complaint with the Hawks – Threats and Intimidation 14th May 2018

This affidavit is supplementary to the one deposed on the 9th May 2018, at 16:00 now declare that the supplemental affidavit, is of my own free will, and considered to be an accurate representation of the facts.

1.

The reason I raise the supplementary in detail is to place the perspective that having worked with Gavin Watson and the Board of Directors, I am well versed in the tactics that are used within the group to avert risk and deal with issues. Incidents have occurred where lives were lost and covered up, and corruption was used to silence people, and threats frequently made. A classic example of this was having received complaints of threats levelled against journalist, editors and other private individuals.

2.

The extent of the threats, manipulation of information, people and intimidation are widespread, and hence I am extremely concerned, as I have seen them being metered out on others and expect them to occur to myself.

The trend is to commence with a few innuendoes, and these escalate into telephonic calls and confrontation. In instances, it is a fact that force is applied, as well as attacks on the credibility and integrity of the person.

3.

I am also aware and have experience of Gavin Watson, Johannes Gumedde and Louis Passano getting involved with unscrupulous individuals. I have personally witnessed those mentioned above in the company of hired "killers", such as Mdluli, and other known questionable personalities. I have been privy to Gavin Watson instructing people to deal with specific problematic people. Save for the confidentiality; numerous "shady" people are associated with Gavin Watson.



inscrupulous
oned above in
other known
avin Watson
people. Save
re associated

4.

It has come to my attention that Bosasa/African Global and associated companies made certain dubious payments to a company that was not, in fact, providing any standard services to Bosasa. What had happened was a specific administrator "Mabel" who worked in an associated subsidiary of African Global / Bosasa queried an extraordinary payment for a company who supposedly submitted an invoice for services not rendered. Because she felt it was weird, she immediately questioned the validity, as the company has a standing contract with the Automobile Association to tow vehicles as well as with a tracking company, so the invoice was most definitely fraudulent. The invoice was photographed and sent to Frans Vorster, her erstwhile manager.

5. Annexure A 1 & 2

The invoice was from Supreme Vehicle Towing T/A Supreme Tracking, located at 2 Leeu Street Rant and Dal. VAT number 4330277189, Reg 2005/160390/23

The invoice was made out for Global Technology Systems for an amount of R222,138.92 for Specialized Risk Services.

Mr Frans Vorster, who resides at No 5 Leeu Street Rant and Dal, said he also found it strange as the house was a few doors from his, and was most definitely not a trading entity.

6. Annexure B 1 & 2

The auditor Peet Venter from D'Arcy Herman was advising us at the time and raised a concern that this was not legitimate. Mr Venter then drew a CIPC report that reflected that a confident Mr Fourie was a Director, we suddenly realised it was the same Fourie that Arthur Hand had referred to (See the principal Affidavit extract), of concern was how come the payments were made via a third party.

Mr Peet Venter mentioned that he would confront Gavin Watson and Louis Passano on why this was done.



Issue: 2019-01-26 12:01:08

7.

Mr Peet Venter then told both Andries Van Tonder and Myself, that Gavin and Louis Passano had informed him it was a highly secretive affair, and it had to be kept at arms-length, but a meeting would be convened, and it would be explained to him.

It was according to a meeting held and coordinated by Joe Gumede / Gavin Watson / Louis Passano / Andries De Jager (recently appointed). A frantic Mr Peet Venter called Andries Van Tonder and told him that he was a changed man according to the meeting and that Andries Van Tonder should desist from asking questions about the matter, that lives were in danger.

Mr Van Tonder informed me of the concern and the seriousness of the message conveyed to him by Mr Peet Venter.

8.

I concluded that it was strange that the company would want to keep payments at arm's length and made enquiries as to how long this had been going on with specific accounts staff, that would call me from time to time.

Staff in accounts said they were concerned about my safety, that something untoward was going on and payments for foreign services that didn't seem to happen were taking place.

9.

The photographs, from actual files in the safe at the accounts department. It must be understood that due to the intense security surveillance the staff have been subject to they could only forward me with a few photographs but was reliably told that the payments were routine monthly and had commenced some time ago, albeit there were no actual services.

The accounts ladies also found it strange as bank accounts would be changed by hand on the invoice, and payments were made on the same day the invoice was delivered



Those mentioned above was not routine practice, and it appeared suspicious.

10. Annexures C 1/2/3/4

I Attached find invoices for various subsidiary companies of African Global Operations, as mentioned earlier, it appears these only reflect certain months; however, an investigation into the bank account will reveal the detail.

C/1 -	31/01/2018	-	R450,195.42
C/2 -	14/03/2018	-	R82,132.44
C/3 -	10/03/2018	-	R450,195.42
C/4 -	19/03/2018	-	R214,988.01

The amount just in March on the three invoices amount to R747,315.80, considering that those were the only three invoices they could locate before they had to abandon the search.

I then realised that something untoward, this was most definitely strange and not company policy, as I knew and had been responsible for implementing company policy over my 18-year tenure.

11. Annexures D1/2/3/4/5

I attach hereto the authorisation for payment to be made on the invoices, and you will note that the signatories are as follows;

1. Louis Passano – Financial Manager
2. Lindsay Watson – Legal – Daughter of Gavin Watson
3. Driekie Meintjies – Clerk
4. Veronique Vd Merwe – Clerk
5. Rika Hundermark – Accountant
6. Carien Daubert – Accountant
7. H Herbst – Accountant



The amounts correlate for payments on the same day as invoices are made out. Usually, payments would only be made out 30 days post statement and not on invoice.

Note that Annexure D5 reflects a payment made on the 26th February 2018; unfortunately, they did not supply the invoice but is an amount of which corroborates the claim that the amounts were in fact paid monthly.

An application to view the bank statement on the account number would assist in reconciling the payments received and identifying the quantum of the racketeering involved. I assert that it is well over R1,200,000 per month.

12. Annexure E – Electronic Transfer

Only one copy of an electronic transfer form was provided, this was dated 31st January 2018

Of particular note is the following:

- The amount is for as per the invoice R450,195.42
- The bank account number is changed

13.

Having successfully managed and run the operations for more than eighteen years, I have a fundamental knowledge of the business, and these issues raised a concern. The call to Andries Van Tonder from Peet Venter exasperated the problem and raised a flag. The fact that I had also received a warning via Arthur Hand was of even more significant concern.

Why would African Global, Bosasa who has a phenomenal track record in having provided security, employ a NON PSIRA registered company to contract work for them. As far as I am aware, neither Blue Delta or Supreme Vehicle Towing T/A Supreme Tracking have PSIRA registrations, as same would be reflected on their invoices.

14.

It is on this premise that I raise a concern regarding the more recent threats made on myself, my family and friends. It is evident that Gavin Watson, Joe Gumede and Louis Passano have



embarked on a strategic plan to threaten and intimidate myself. As I have seen in the past, people have been hurt, misrepresented and their persona damaged willfully.
15.

Lindela Operations incidents remains a classic example of the atrocities within the group, which people will for a nominal fee attend to non-conformist severely. Hence my concerns that this has seen the following:

- Assault and Deaths
- Attacks on Integrity to destroy people who will not conform to the Watson Way
- Creation of false declarations and statements to facilitate doubt and loss of credibility

16.

I am also fully aware of the fact the Gavin Watson has infiltrated the highest echelons and can silence potential risks he comes across. It is common knowledge as (sound recording No 2) ATTESTED TO BY JOHANNES GUMEDE, IN A RECORDING OF DISCUSSIONS AND MEETINGS WITH HAWKS OFFICIALS IN RESPECT OF AN INVESTIGATION, so one remains somewhat apprehensive.

17.

Extract from the initial affidavit

On the 9th April 2018, Arthur Hand received a call from Mr Jacques Viljoen, and that Arthur Hand was friendly with me. The statement reflects the following salient points:

- I was liaising with Arthur Hand, who is known to the biking community
- Bosasa (via Andries De Jager and Louis Passano) had co-opted Delta Blue Security to attend to Angelo Agrizzi, as they felt I had not stuck to my agreement



- Delta Blue is owned by Freddie Fourie, known for elite bouncers and the nightclub security brawl, as well as a shooting incident at Aurora Mines.
- Arthur Hand was told to distance himself from Angelo Agrizzi
- Arthur Hand was questioned about the negotiations, wherein he responded he had no knowledge
- Arthur Hand to whom it was revealed that Freddie Fourie was looking into Arthurs relationship

On the 10th April 2018, Arthur Hand attended to meeting with me at my home; he was visibly shaken and disturbed. he had received another call from Mr Hennie Viljoen of the Crusaders West Rand Bikers Club. The following is a synopsis of the attached statement;

- Mickey Shultz was distraught with Angelo Agrizzi, allegedly in a meeting it was said, I would use Mikey Shultz to deal with Bosasa - (This I emphatically deny, I had last dealt with anyone from Bosasa on the 15th December 2016, and did not even know of a Mikey Shultz, other than he was involved in the Kebble saga) - I have also never intimidated or threatened anyone in any way.
- Arthur Hand then spoke to a friend Mr Hennie Le Roux, a biker who then talked to Jacques Viljoen, who told Arthur that we needed to be careful
- Jacques Viljoen informed Hennie Hennie Le Roux that Louis Passano and Johann Fourie from Bosasa had given them the information.
- Jacques Viljoen stressed to Arthur that I call him so that he could arrange the mediation between myself and Freddie Fourie.
- Following this for the two days this occurred, an unknown Black Amarok SUV with four occupants was parked outside Arthur Hand's home. The vehicle had no number plates.



19. CLOSING

1. I currently live in fear. As stated by Johannes Gumede, recorded, that African Global, Gavin Watson and Louis Passano have the mindset to take out a contract on me, perhaps it explains why a specialist contractor would be employed and paid under a separate company.
2. Furthermore, I have been compromised, and Gavin Watson is fearful that I might be called as a witness to answer a corruption charge relating to an SIU investigation into Correctional Services, so a real threat exists.
3. Numerous outstanding cases, of which I have intimate knowledge are of concern, as Gavin Watson, Joe Gumede and Louis Passano would not hesitate to contact a criminal faction to remove a problem and assassinate me.
4. It is important to make mention that Mr Louis Passano has two convictions on criminal charges, one for Culpable Homicide and one for Cruelty to Animals. In assisting Mr Passano, it is also evident that when I employed him, he lied about his history and it is apparent that he was coordinating Mr De Jager's employment, via Blue Delta.
5. It was explicitly noted to both Magda Van Rensburg and Richard Le Roux, as well as Frans Vorster that Andre De Jager reported only to Gavin Watson and Louis Passano.
6. Mr De Jager coordinated the meeting with Freddie Fourie from Blue Delta, and I am aware that Lindsay Watson (Gavin Watson's daughter) and Louis Passano signed the payments made.
7. Statements it appears have been manipulated in such a way as to cast dispersions on the actuals facts. A severe matter



is raised and only after some time is a statement produced to counteract the allegation

8. Evidence of the aforementioned is an email I received from Gavin Watson's attorney on the 30th May 2018 requesting an urgent meeting to be convened with Mr Watson, with responses made to mine as highlighted. I indicated I would avail myself at my leisure - in the hope that the postponements will allow extended time to ensure any potential threats are dealt with. MARKED ANNEXURE E-Mail from Brian Biebuyck.

[Signature]
 ANGELO AGRIZZI of No 97 Helderfontein Residential Estates, Fourways,
 SANDTON
 671203 5468085

- SIGNED and SWORN/AFFIRMED to before me at *[Signature]* Police Station the 31 day MAY of 2018, the Deponent having acknowledged that she knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R 1258 of the 21st July 1972, as amended by Government Notice 1648 dated the 19th of August 1977 and Government Notice 903 dated the 10th July 1998.

[Signature]
 COMMISSIONER OF OATHS
[Signature]



FULL NAMES:

Lucy M. Smith

STATUS:

N/A

STREET ADDRESS:

5450 Douglas Avenue



[Handwritten signatures and initials]



FINDEX A.1

AA-772

SUPREME VEHICLE TOWING TIA SUPREME TRACKING

2 Leaf Sheet Ranten Da

Krugersdorp 1739 Tel: 016 442 1040

Registration Number: 2005/160396/23

Vat Number: 4330277189

BILL TO:

Global Technology Systems Pty Ltd

Private Bag 2002

Krugersdorp 1740

Vat Number: 4370217185

INTO STATE
DESCRIPTION

ed Risk Services



Annexure A.2.

AA-773

TAX INVOICE

QTY	14% VAT	AMOUNT
1.00	R 27 280.21	R 194 856.71

COMMISSION OF IN



SUBTOTAL R 194 856.71

TAX RATE R 27 280.21

TOTAL R 222 136.92

INTO STATE

[Handwritten signatures]



FOURIE B2.



Issue: 2019-01-26 12:01:08

Enterprise Details

2005 / 160390 / 23

SUPREME VEHICLE TOWING

Close Corporation

In Business

COMPLIANT

2005-11-04

1739

PHYSICAL ADDRESS:
49 LYSTER STREET
KRUGERSDORP

1739

POSTAL ADDRESS:
49 LYSTER STREET
KRUGERSDORP

Registered Directors / Members

760601 XXXX 08 X

FREDERICK CHRISTOPHER

FOURIE

Member

Active

[Handwritten signatures]

ANNEXURE B.1



Issue: 2019-01-26 12:01:08

NAME SEARCH

SEARCH

TYPE IN NAME

SUPREME VEHICLE TOWING

PLEASE NOTE THAT THIS SEARCH ONLY RETRIEVES THE FIRST 200 RESULTS. BE MORE SPECIFIC WITH YOUR SEARCH CRITERION TO RETURN A SMALLER SET OF RESULTS.

ENTERPRISE NAME	ENTERPRISE / TRACKING NUMBER	STATUS
SUPREME VEHICLE TOWING	2005/160390/23	REGISTERED

COMMISSION OF INQUIRY

INTO STATE CAPTURE

ANNEXURE C-1

AA-776

VEHICLE TOWING & TIRE TRACKING TAX INVOICE

DATE: 10/10/2019
TIME: 10:00 AM

VEHICLE TOWING & TIRE TRACKING

DESCRIPTION: TOWING & TIRE TRACKING

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
TOWING & TIRE TRACKING	1	R 324 806.27	R 324 806.27
SUBTOTAL			R 324 806.27
TAX RATE			R 55 267.15
TOTAL			R 400 135.62

CUSTOMER DETAILS

Supreme Vehicle Towing & Tire Tracking

First National Bank, Account Number 62153621024

Branch Code: 250641

Signature: [Signature]

Stamp: [Stamp]

INTO STATE CAPTURE

Contact: [Signature]

Year: 2019



EXHIBIT C-2

AA-777

SUPREME VEHICLE TOWING T/A SUPREME TRACKING

INVOICE

DATE: 11/11/2019
PROVIDER: 11/11/2019

TO: [REDACTED]
FROM: [REDACTED]
ADDRESS: [REDACTED]
CITY: [REDACTED]
STATE: [REDACTED]
ZIP: [REDACTED]

CALL TO: [REDACTED]
SUPREME TRACKING TOWING & REPAIR
11111 11111 11111
11111 11111 11111
11111 11111 11111

PROCESSED

DESCRIPTION	QTY	PER SQM	AMOUNT
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SUBTOTAL			R 72 545.00
14% VAT			R 10 055.48
TOTAL			R 82 600.48

BANKING DETAILS

Supreme Vehicle Towing T/A Supreme Tracking

First National Bank Account Number 62163521042

Branch Code: 250641

FNB

010-0001-0000-63107 (P)

INTO STATE CAPTURE

[Handwritten signatures and initials]



ANNEXURE C-3.

AA-778

Supreme Vehicle Towing & Tracking

TAX INVOICE

Commission of Inquiry

INTO STATE CAPTURE

Signature

Issue: 2019-01-26 12:01:08

ANNEV C4.

AA-779

PREME VEHICLE TOWING TIA
PREME TRACKING

TAX INVOICE



Box Sec
Black

SALES DETAILS
Supreme Vehicle Towing the Supreme Tracking
First National Bank, Account Number 62165521042
Smith Code: 250041

SUBTOTAL R 150,000.00
TAX RATE R 25.400000
TOTAL R 214,500.00

INTO STATE CAPTURE

[Handwritten signatures and initials]



ANNEXURE-B! 11/11/2019.



ANNEXURE 0.2 FEB 2018.

AA-781

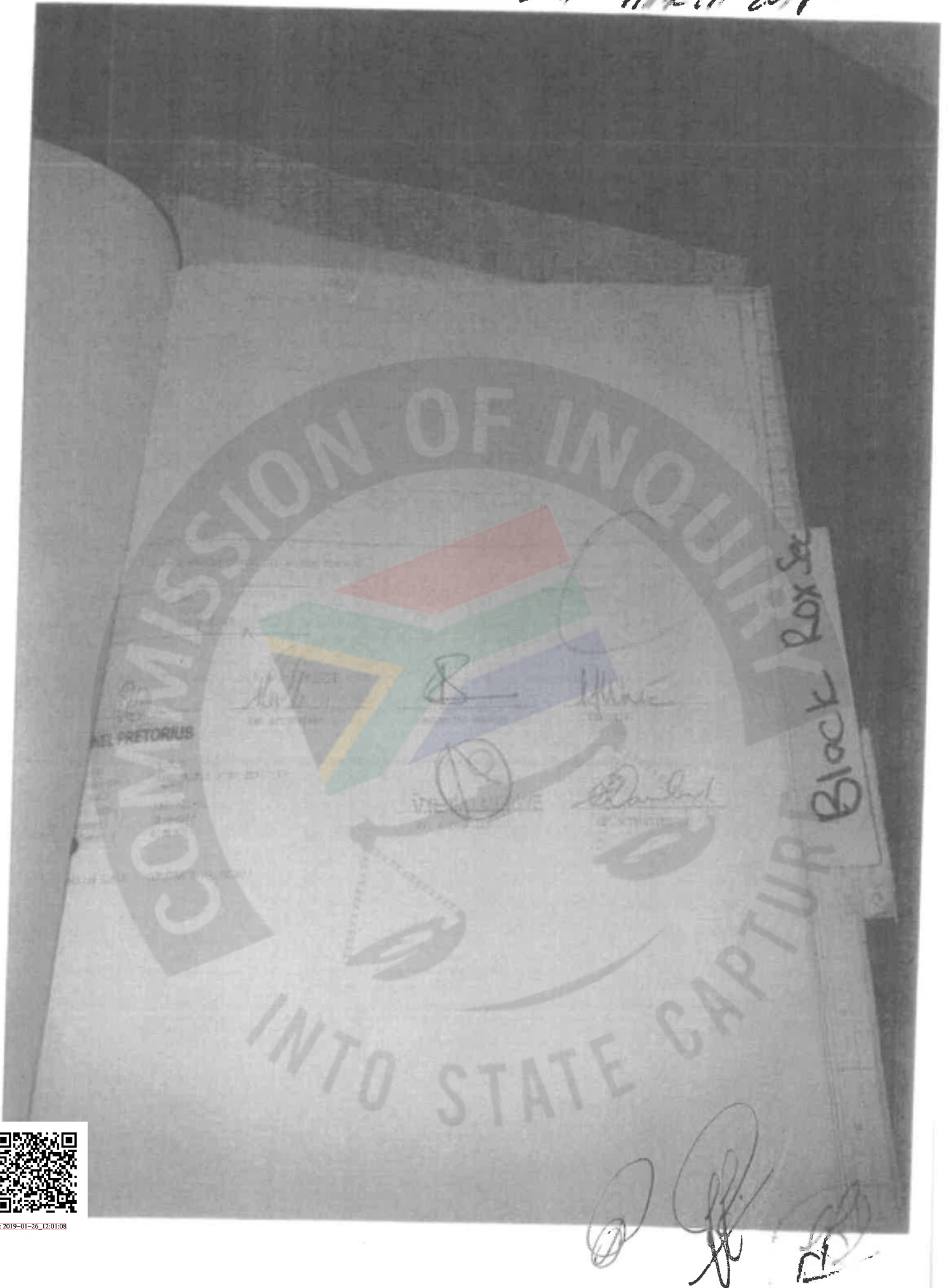


ANNEX C:3. APRIL 2018. AA-782



03-19-2018.

ANNEXURE B-4 APRIL 2019 AA-783



FILED 05 FEBRUARY 2018

DA-784





Angelo Agrizzi

Wednesday, May 30, 2018 at 8:45:12 PM South Africa Standard Time

Subject: RE: Response to Mail received regarding meeting
Date: Wednesday, 30 May 2018 at 16:06 30 South Africa Standard Time
From: Brian Biebuyck <brianbiebs@outlook.com>
To: Angelo Agrizzi <angelo@angeloagrizzi.com>
Attachments: Image001.png

FINEX E Agl.

Dear Angelo

I have inserted some comments below.

Thursday 09h00 to 12h00 is probably the best time to meet, but I will confirm this once I have had a chance to speak to Gavin.

If you have other issues you wish to raise under 'General', please give Notice of what you want to talk about, and these items can be added to the Agenda.

Kind regards

Brian Biebuyck
 Biebs Consulting Pty Ltd
 Reg No: 2017/175671/07
 +27 (0)82 567 9074

Disclaimer

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From: Angelo Agrizzi <angelo@angeloagrizzi.com>
Sent: Wednesday, 30 May 2018 1:19 PM
To: Brian Biebuyck <brianbiebs@outlook.com>
Subject: FW: Response to Mail received regarding meeting

Dear Brian

I trust you are well, I cannot understand why you couldn't get through the other day, as you know I always have availed myself to speak to you

In response to your mail received, I am sure you understand from the mails and WhatsApp messages I sent to you previously via Mannie Witz and Daniel Witz, where I attached the several threats levelled at me, that I am very concerned about my safety and that of my family. **YOU NEED TO TABLE THE DETAILS HEREOF.**

I am still getting advice on how to deal with the matter. Albeit you might perceive it as "gibberish" as set out in your response I don't take them lightly, especially given the fact that as Johannes Gumede alluded to in the recording that a very real threat exist

Brian, you will also recall the numerous accusations, incidents where for some unknown reason Gavin Watson has denigrated my name publicly, so quite simply I see this as a mere extension of his continual

abated threats. **AGAIN YOU NEED TO TABLE DETAILS AS IT IS NOT CORRECT THAT THE PURPOSE OF THE MEETING IS TO "CONTINUE UNABATED THREATS".**

never in the interim, whilst I get an opinion on the course of action I should take here, it is requested in full compliance, so that I remain in compliance to my agreement.



[Handwritten signatures and initials]

1 My availability next week

- Monday - none
- Tuesday - none
- Wednesday - 10:00 till 11:00
- Thursday - 09:00 till 12:00
- Friday - none
- Saturday - 09:00 till 14:00
- Following week - none
- Not Available until the 6th July 2018

Angelo E. J. 2.

2. Discussions -/ Agenda Points - These seem vague but extremely serious - don't you rather think, the appropriate forum would be to lay a criminal charge and let the courts decide? As quite simply I don't actually understand what the purpose then of a one on one meeting with Gavin Watson as suggested would be, especially if a meeting of this nature is spelt out, you are actually coming to the meeting with the proverbial "loaded gun" - my interpretation is that your client Gavin Watson merely seeks to continue to intimidate me, and a meeting would serve no purpose if that is the intent. If the intent is cordial it's a different matter. THE INTENT OF THE MEETING IS INDEED CORDIAL, WITH A VIEW TO OBTAINING A RESOLUTION TO ALL OF THE ISSUES AS THEY EXIST BETWEEN THE PARTIES. GAVIN SEEKS TO ACHIEVE A CLEAR AND PEACEFUL BREAK BETWEEN HIMSELF/AFRICAN GLOBAL / ITS STAFF AND YOURSELF. HE SEEKS TO UNDERSTAND "WHAT IS REQUIRED TO BE DONE" TO ACHIEVE THIS.

3. Providing me with statements and affidavits would be of no consequence, surely the veracity of these would need to be tested in court, I am well aware of the fact that Gavin / De Jager / Passano / Gumede would have "persuaded" people to make biased statements, as done in the past and I would rather have the statements tested. GIVEN THE INTENT AS STATED ABOVE, YOU NEED TO SEE THE STATEMENTS. CLEARLY IF THE PARTIES CANNOT ACHIEVE THE DESIRED RESULT, THEN YES, THE STATEMENTS WILL BE TESTED IN COURT. THIS IS A LAST RESORT AND AN OUTCOME WHICH PRESUMABLY NO ONE SEEKS.

4. Regarding the "purloined" documents - I will gladly also provide the courts with a detailed account of the documents, if need be who gave them to me, and why they were given to me. To insinuate they were stolen (at least by me) is untrue. I am an open book, you may get a search and seizure order, and I will gladly comply and assist if you believe I have documents or property ill gotten, you may even personally under supervision go through my property should you deem it necessary. THE STATEMENTS WILL GO A LONG WAY TO ESTABLISHING THE FACTS. GIVE YOURSELF THE BENEFIT OF READING WHAT HAS BEEN SAID IN THIS REGARD BEFORE RESPONDING.

5. I don't seem to understand, the comment regarding the "clean break" or what Angelo "really wants", you will recall that I had a clean break, up until I was summoned by yourself and Mr Gavin Watson to prevent Leon Van Tonder, Andries Van Tonder and Frans Vorster from making a full disclosure on the corruption at Bosasa / African Global as whistle-blowers, which I facilitated for yourselves on your instruction. As was initially agreed I duly presented an invoice, which was rejected and I accepted it. ONCE YOU HAVE READ THE STATEMENTS YOU WILL UNDERSTAND WHERE I AM COMING FROM.

So Brian quite simply, I am not adverse to having a meeting, but my safety and security has been compromised, and the continuous threatening way I am approached, including your email, makes me usually wonder what the intention is. I will not tolerate these types of threats any longer. MY EMAIL IS IN MY HANDS. I AM WELL AWARE OF MY FAMILIES VULNERABILITY. SURELY YOU UNDERSTAND THAT ONE CANNOT THREATEN AND CONTINUE TO HARASS ME AND EXPECT ME TO KEEP QUIET AND NOT TO SEEK PROTECTION IN SOME WAY, HAVING



Angelo E. J.

worked with Gavin Watson, Joe Gumedde and having experienced what they are capable of arranging, they did this in the past with numerous people, even resorting to covering up murders, corruption etc. YOU NEED TO TABLE DETAILS AND EVIDENCE IN SUPPORT OF THE ALLEGATION THAT GAVIN/JOE ARE THREATENING/HARASSING YOU.

I have said it before and will re-iterate that I have an agreement with Consilium and Watson in terms of his wanting to cancel my previous contract and other than being forced to testify in a court of law which the agreement provides for, I am committed to abide by my side to ensure we don't have a breach. I have always been amenable to talk to you, but prefer to do so in a safe environment such as my home. THE MEETING CANNOT TAKE PLACE AT YOUR HOUSE, IT NEEDS TO BE A NEUTRAL VENUE, WHICH INCLUDES COUNSEL'S CHAMBERS. YOU CAN BRING WHOEVER YOU WANT TO THE MEETING TO ASSIST YOU LEGALLY OR TO 'PROTECT' YOU IF YOU FEEL THREATENED.

Kind Regards

Inner Edge.

Angelo Agrizzi

m +27 (0) 64 587 2464
 a. HEIDERFONTEIN OFFICE PARK
 Cnr William Nicol & Broadacres East
 No 97 | Heiderfontein
 Fourways | South Africa
 w: www.AngeloAgnuzzi.com
 e: Angelo@AngeloAgnuzzi.com
 s: Angelo Agnuzzi
 SOUTH AFRICA | ITALY | USA | UK | BOTSWANA | NAMIBIA

From: Brian Biebuyck <brian@brianbiebuyck.com>
Date: Wednesday, 30 May 2018 at 10:35
To: "Brian Biebuyck" <brian@brianbiebuyck.com>
Subject: Agenda for Meeting

Dear Angelo

The agenda for the proposed meeting is set out below. Please advise your availability to meet early next week. Once you advise as to whether your lawyers will be attending with you, a venue can be arranged. I will let you have the statements referred to as soon as I receive them, certainly by Friday.

Agenda

- 1 Discussion regarding statements to be provided to Angelo in advance of the meeting, evidencing potential criminal conduct involving:
 - Theft of African Global documentation,
 - Intimidation, alternatively conspiracy to intimidate; and
 - Crimen Injuria.
 - 2 Discussion as to the way forward in seeking resolution to the above issues.
 - 3 Discussion as to what Angelo "really wants" to achieve "peace" and a clean break between the parties.
 - 4 General - any other matters arising of which prior notice has been given.
- I await your advices.

• regards

**an Blebuyck
bs Consulting Pty Ltd**



Issue: 2019-01-26 12:01:08

Reg No: 2017/175671/07
+27 (0)82 567 9074

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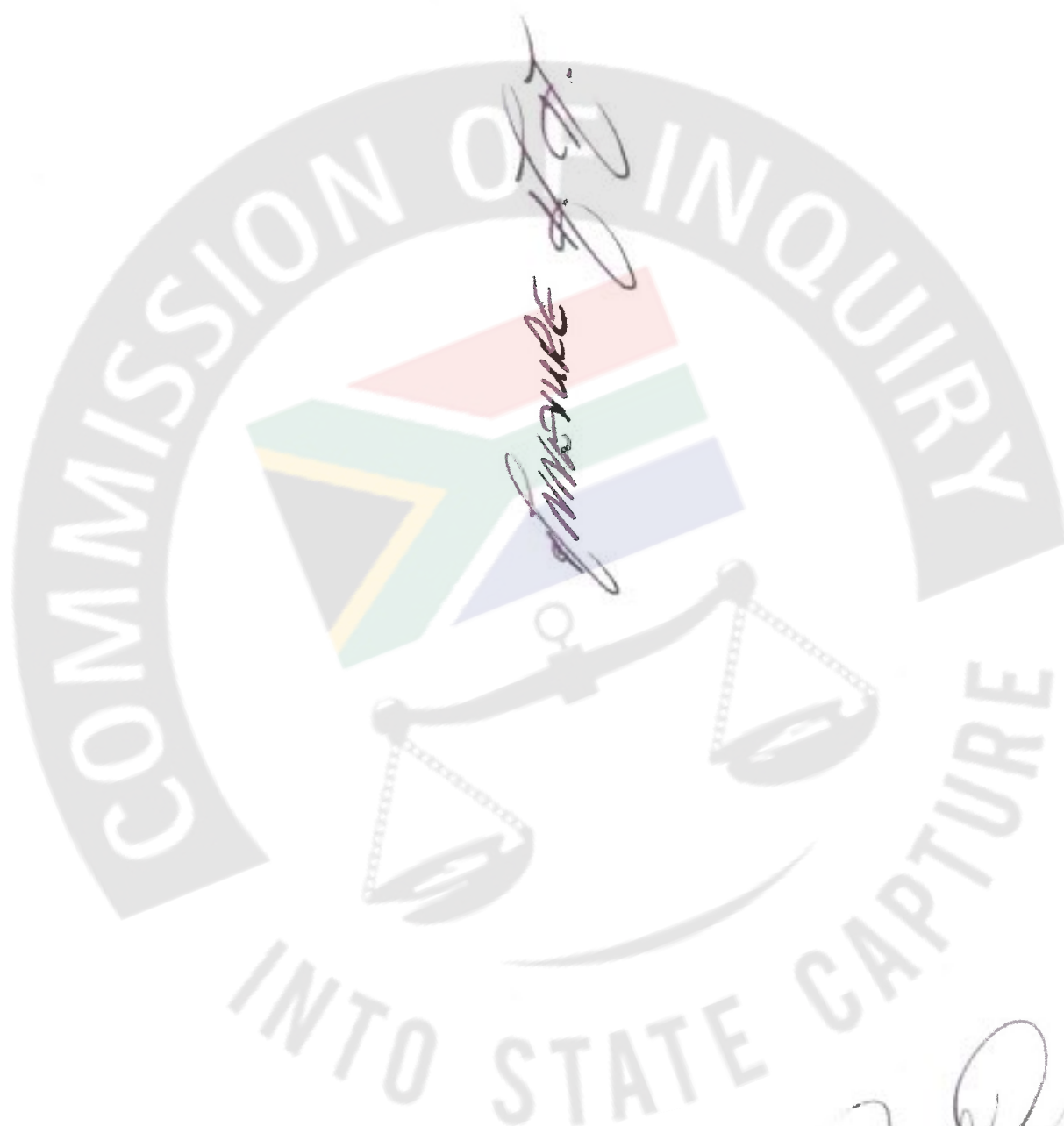
JANE E
pg 4.



[Handwritten signatures]



AA.



Two handwritten signatures in purple ink are located in the bottom right corner of the page.



Pat Mlambo

From: Angelo Agrizzi <angelo@angeloagrizzi.com>
Sent: Tuesday, 15 January 2019 21:03
To: Pat Mlambo
Subject: FW: Whistleblowing - Disclosures on Activities - AGO Bosasa Operations Pty Ltd Public Announcement



Angelo Agrizzi

m: +27 (0) 64 687 2464
a: HELDERFONTEIN OFFICE PARK
Cnr William Nicol & Broadacres East
No 97 | Helderfontein
Fourways | South Africa
w: www.AngeloAgrizzi.com
e: Angelo@AngeloAgrizzi.com
s: Angelo.Agrizzi
SOUTH AFRICA | ITALY | USA | UK | BOTSWANA | NAMIBIA

From: Angelo Agrizzi <angelo@angeloagrizzi.com>
Date: Wednesday, 22 August 2018 at 10:24
To: Nicky Troll <nicky@carteblanche.co.za>
Subject: Fwd: Whistleblowing - Disclosures on Activities - AGO Bosasa Operations Pty Ltd Public Announcement



Angelo Agrizzi

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Begin forwarded message:

From: Angelo Agrizzi <angelo@angeloagrizzi.com>
Date: 21 August 2018 at 23:11:21 SAST
To: Claudio Agrizzi <claudio@semeg.co.za>, Ryan Bettridge <ryan.bettridge@icloud.com>, Schalk van der berg <schalkvdberg@gmail.com>, Ryan Bettridge <ryan.bettridge@icloud.com>, Allister Esau <chefesau@gmail.com>, Patrick Gillingham



<connell@midrand-estates.co.za>, Dudu Dube <Dudu@bunengigroup.com>, Gibbs du Toit <gibbs@solidariteit.co.za>, Allister Esau <allister.e@hsematters.com>, Ella van der Walt <ella.vanderwalt1985@gmail.com>, Ingrid Erasmus <ierasmus@fedics.co.za>, Frikkie Maritz <frikkie@capturevideos.co.za>, Werner Human <werner@solidariteit.co.za>, Herman Heunes <herman.heunes@corporatetraveller.co.za>, Gareth Jordaan <gareth@craftcor.co.za>, Gillis Koen <gillis@pixelwizemedia.com>, Christine Le Roux <christineleroux_sa@yahoo.co.uk>, Leon van Tonder <smartleonb78@gmail.com>, Savannah Maziya <Savannah@bunengigroup.com>, Daily Maverick <firstthing@dailymaverick.co.za>, Natasha Agrizzi <n.agrizzi@icloud.com>, Netwerk24 <bemarking@netwerk24.com>, Peet Venter <peet@dah.co.za>, Ryan Prinsloo <ryan@mysme.co>, Rodney Prinsloo <rodney@mysme.co>, Rodney Prinsloo <rodneyprinsloo@gmail.com>, Schalk van der berg <schalkvdberg@gmail.com>, Jason Stoltz <jason.stoltz@stolcon.com>, Victor Mhangwana <victazm@gmail.com>, 702 Weekly <pmbdigital@primedia.co.za>, Werner Human <werner@solidariteit.co.za>, Ella van der Walt <ella.vanderwalt1985@gmail.com>, Xolani Sabelo Attorney <xln@khl.co.za>, Sabelo Macingwane <macing@mweb.co.za>, Zandile Mampondo <zmampondo@gmail.com>, <betsie.stokes@bosasa.com>

Cc: <jackie.leyds@bosasa.com>, <christina.herbst@bosasa.com>, Brian Blake <brian@blaketravel.co.za>, Carlos Bonifacio <carlos.bonifacio@live.co.za>, Yolandi Groenewald <yolandig@gmail.com>, Joe Campanella <ggcampanella@gmail.com>, <clynton.kairuz@icloud.com>, Christo Personal <CHRISTO@cvwinc.co.za>, <romano@micromotoeng.co.za>, Schalk van der berg <schalkvdberg@gmail.com>, Ella van der Walt <ella.vanderwalt1985@gmail.com>, <carien.daubert@bosasa.com>, <carryn.bateman@gmail.com>, <eddi.seaton@transnet.net>, <elise.eland@bosasa.com>, Gregg Lacon-Allin <gregg@equaltrade4.co.za>, <eunice.dlamini@bosasa.com>, Gregg Lacon-Allin <gregglaconallin@gmail.com>, <fitzianp@gmail.com>, <jkapp@iafrica.com>, <lindie.erasmus@bosasa.com>, Martin <mnasser@mweb.co.za>, <susan.erasmus@bosasa.com>, <Oliveria.Munirah@africanglobal.com>

Subject: FW: Whistleblowing - Disclosures on Activities - AGO Bosasa Operations Pty Ltd Public Announcement

Dear all,

It appears that you did not receive the initial mail, my apologies – hopefully this will assist in understanding the process embarked on, I trust you understand the reason for my disclosures and whilst I know that this will create a certain amount of concern and discomfort especially for those involved, the fact remains that this occurrence's as will be reported has not only been destructive but has ruined numerous families of people that have worked for many years at African Global or the Bosasa as we knew it. To the people that have gone through the process of disclosures with myself, and the rest of the team, we appreciate what you have surrendered and given up.

We are all aware of the dire state that has occurred and we truly will continue as we have previously to support you and your family through it all with advices and prayer. The effects we know are going to be long lasting, but we know that it will work for the better in the end. Once more for those who will need assistance, discussions and legal advice we are always available to assist on a 24/7 basis.

I truly appreciate each one of you, and I am sorry that this process will be somewhat uncomfortable and unnerving, the result though I can assure you will be peace of mind and sustainability.



Angelo Agrizzi

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SOUTH AFRICA | ITALY | USA | UK | BOTSWANA | NAMIBIA

From: Angelo Agrizzi <angelo@angeloagrizzi.com>

Date: Tuesday, 21 August 2018 at 18:30

To: "Nellis Wolmarans C.A.(S.A.)" <nellis@dah.co.za>, Adriaan Basson <basson.adriaan@gmail.com>, <nicky@carteblanche.co.za>, <news@huffpostsa.com>, Claudio Agrizzi <claudio@semeg.co.za>, Daily Maverick <firstthing@dailymaverick.co.za>, Denise <denise@thesacm.org.za>, Debbie Agrizzi <debbie.agrizzi@me.com>, Brian Biebuyck <brianbiebs@outlook.com>, Gerhard Wagenaar <Wagenaarg@mweb.co.za>, <derek@carteblanche.co.za>
Cc: Mannie Witz <manniewitz@gmail.com>, Daniel Witz <Daniel@wcisattorneys.com>, "Anandh, Deon" <Deon.Anandh@fnb.co.za>, Brian Biebuyck <brianbiebs@outlook.com>, Gavin Watson <Gavin.Watson@bosasa.com>, Kyle Cowan <Kyle.Cowan@24.com>, <valencew@vulisango.co.za>

Subject: Whistleblowing - Disclosures on Activities - AGO Bosasa Operations Pty Ltd Public Announcement

Dear all,

PUBLIC ANNOUNCEMENT AND PRE- PRESS RELEASE NOTIFICATION ON AFRICAN GLOBAL OPERATIONS – GAVIN WATSON – BOSASA GROUP OF COMPANIES

I have decided pursuant to great thought, prayer and consideration to provide comprehensive details on all the activities at the Bosasa Group of Companies and myself whilst I was employed there. I have tried to not report on the activities in an attempt to potentially save the jobs of the people concerned. It is however in my best interest to disclose the matters to all involved, and I think the most appropriate platform would be the Judiciary and the free press which I will be using.

I am also fully aware that I have been fully aware of all the wrong doings but will tender my full cooperation in resolving the matter, and bringing both clarity and truth to the matter regarding the racketeering, corruption and money laundering that I have been aware of over the last 18 years. The extent of the disclosures involve various high level people, government officials as well as public office bearers currently in government positions, parastatals and State Owned Enterprises. I will be requesting that you will allow me the patience whilst I process the various information and make same available to all, I will also liaise with the relevant stakeholders in due course as to a press conference and open forum discussion that will be hosted. You will understand that I have been the subject of numerous threats, and thus we have made the requisite arrangements with various other sources.

I understand that my decision impacts on numerous people, but in the interest of our nation, it's imperative to clarify the points, and make full disclosures.

I remain yours truthfully





Angelo Agrizzi

m: +27 (0) 64 687 2464

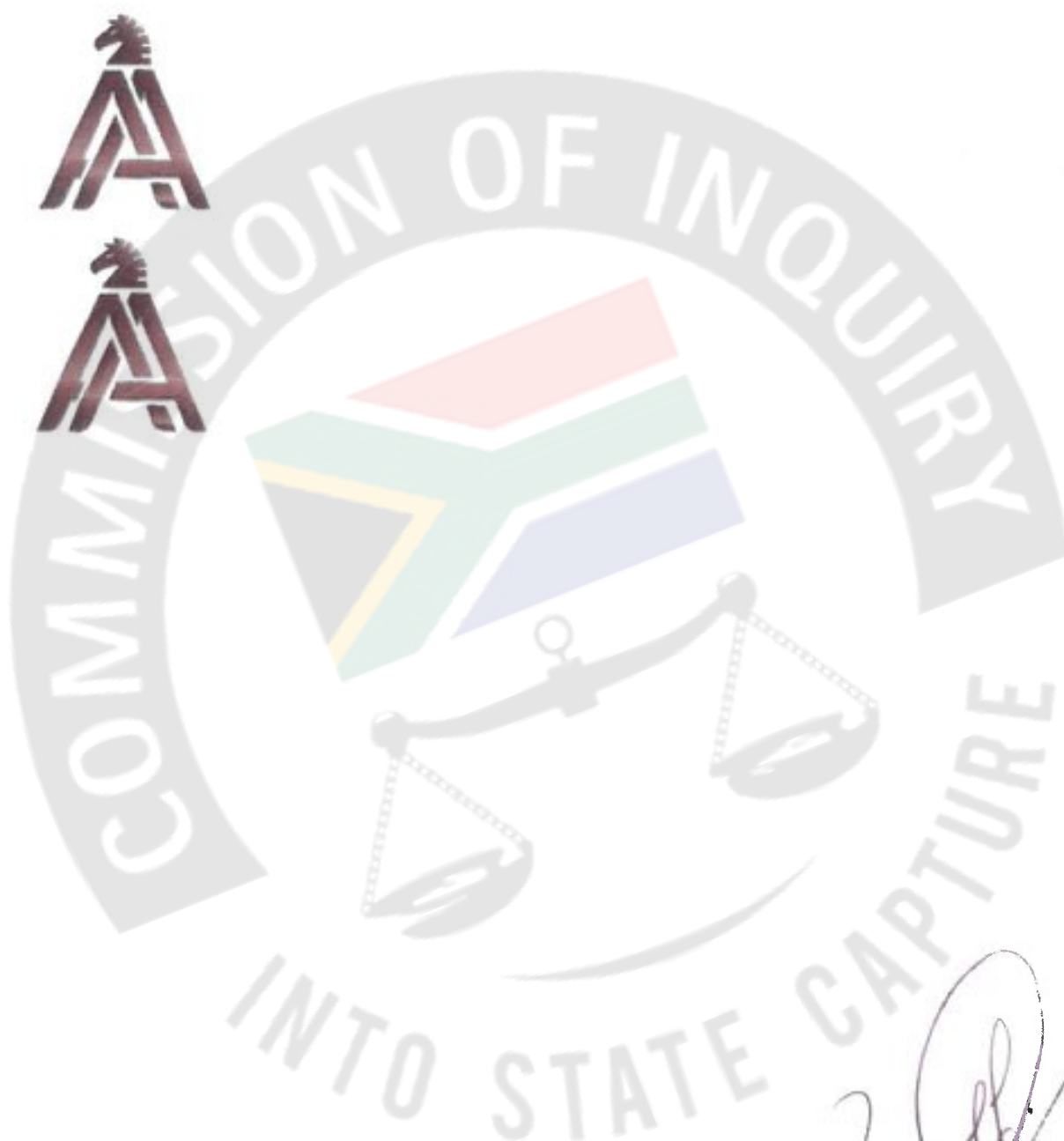
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s: Angelo.Agrizzi

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BB



BB

SIGNATURE





Postlink Postlink <postlinkkw@gmail.com>

Fwd: My Statement

1 message

Richard Le Roux <richard.leroux@icloud.com>
To: postlinkkw@gmail.com

Sun, Feb 4, 2018 at 10:48 AM

Sent from my iPhone

Begin forwarded message:

From: Richard Le Roux <richard.leroux@icloud.com>
Date: 03 February 2018 at 18:33:45 SAST
To: johan.abrie@afrianglobal.world
Cc: gavin.watson@afrianglobal.world, lindsay.watson@afrianglobal.world, Louis Passano <Louis.passano@afrianglobal.world>, Papa Leshabane <Papa.Leshabane@afrianglobal.world>, Trevor Mathenjwa <trevor.mathenjwa@afrianglobal.world>, Fez Mzazi <Fez.Mzazi@globaltechnologysystems.world>, jackie.leyds@afrianglobal.world, thandi.makoko@afrianglobal.world, Joe.Gumede@afrianglobal.world
Subject: My Statement

Johan,

Herewith as per your instruction my statement as requested by yourself.

Regards,

Richard

2 attachments

Richard le Roux Statement.pdf
83K

Richard Le Roux Affidavit.pdf
6309K



Issue: 2019-01-26 12:01:08

Johan Abrie
Human Resources Manager
African Global

Mogale City

Statement of Richard Le Roux

Mr Abrie

I am once more raising the issue with regards to intimidation of myself.
On numerous occasions, as with other people I've been called in and cross questioned and blamed for things I have not been guilty of.

I am by nature a nervous person, yesterday I was surprised to be called in without being duly informed of a process via the appropriate channels in HR, in fact I felt so degraded, I was totally besides myself.

It isn't company policy to interrogate staff with a external Private Investigator, who threatened to have me arrested, unless I spilled the beans.

As a result of this stress I even admitted to stealing 20meters of conduit and 25metres of Bosal which in fact I happened to forget at my house after doing the installation as requested by Papa Leshabane for one of Mr Gwede Mantashe's houses.

You will recall that Ive been sent all over the country to resolve all the issues with the DOJ contract.

Therefore im revoking yesterdays statement, the Company may charge me via a disciplinary process, where I will defend myself, but will no longer be subjected by a kangaroo type court.

I will gladly attend to a criminal charge for the sum total of about R350.00 if need be, but will also explain to the court the circumstances.

Therefore please indicate to me the date of the hearing so I can make arrangements with Mr Gideon Du Plessis at Solidariteit.

2018-01-31



3rd February 2018

Johan Abrie
Human Resources Manager
African Global
Mogale City

Cc
Louis Passano - Complainant
Fez Mzazi – HOD
Directors - African Global
Solidariteit

Emailed and to be delivered by hand

Statement of Richard Le Roux

REASONS WHY I SHOULD NOT BE CHARGED

Mr. Abrie

I SPECIFICALLY REFER TO MY STATEMENT OF NOVEMBER AND MY RECENT LETTER SENT TO YOURSELF

As per your request I should forward you reasons why I shouldn't be charged. I find it somewhat strange that I should do this after the fact, as it was evident that all due procedures were in fact flouted and that Louis Passano has already found me guilty, and openly shouted at me, saying "Richard how could you steal from me" whilst pointing his finger in my face. So, it is quite clear that a decision has been made by the Company.

The following statement may be used by your investigator and the Company in laying criminal charges against myself, with the attached information, as it is a true reflection of the occurrences.

In my previous letter, I previously stated the following:

"I am once more raising the issue with regards to intimidation of myself. On numerous occasions, as with other people I've been called in and cross questioned and blamed for things I have not been guilty of. I am by nature a nervous person, yesterday I was surprised to be called in without being duly informed of a process via the appropriate channels in HR, in fact I felt so degraded, I was totally besides myself" – This it appears was the intention of the "Investigation" to shock me, and it appeared that the external investigator was merely trying to get me to resign, not to get the facts.



Richard Le Roux Statement

1

Initial

I was constantly told I am going to prison, however Mr. Watson can sort it all out of I resign. I was also told explicitly that if I made any problems in the future for Mr. Watson they could very well have me locked up. – If this is the case then they must proceed and I will defend myself accordingly. It is not uncommon to have heard these threats in the last 13 months.

UNDUE PROCESS FOLLOWED

1. It isn't company policy to interrogate staff with an external Private Investigator, who threatened to have me arrested, unless I spilled the beans.
2. I was merely taken inside a room and left alone with the investigator without any due introduction or explanation by a junior human resources clerk called Isaac Makgamate
3. As mentioned earlier it appears the whole process is prejudiced
4. I was never afforded the following;
 - a. A Formal Notice to appear for a Disciplinary Hearing
 - b. An opportunity to prepare a defense
 - c. An opportunity to contact and liaise with my union representative Solidariteit
 - d. An opportunity to offer a prepared defense, instead I was bombarded with accusations and not even allowed to prepare a proper response
 - e. If it was an investigation, I should have been informed accordingly
 - f. The normal process is to allow a person to innocent until proven guilty by due process
 - g. The process is also supposed to have human resources champion the process, in this case Johan Abrie admitted to Frans Vorster that Human Resources was not aware of this and that it was undertaken by Gavin Watson and Louis Passano.
 - h. Basic rights in terms of the Labour Relations Act.
 - i. My privacy and that of my family was invaded, and is according to the investigator still being watched over.

ACCUSATION MADE

As a result of this stress of having to be cross questioned for the first time in my life, and in trying to protect Mr. Watson by restraining myself from telling the investigator all the intricate details related to the installations done as favors for politicians, I implicated myself, by admitting certain things to protect the Mr. Watson as I wasn't sure what in fact was happening.

EXPLANATION AS TO WHY CERTAIN INSTALLATION CONSUMABLES ARE IN MY POSSESSION

1. As indicated previously – I have been tasked by Gavin Watson to attend to special projects, such as the following;
(Included but not restricted to)
 - a. Maintenance at Ministers Nomvula Mokonyane house
 - b. Maintenance and installation at Minister Thabang Makgvetla house
 - c. Installation of lighting, security electrical fencing beams, alarm systems and other work at the premise of Mr. Vincent Smith.



- d. Installation and Maintenance at Mr. Gwede Mantashe's properties
- e. Installation and Maintenance at Mr. Rich Mti properties
- f. Installation and repairs at various Directors homes
- g. Installation and repairs at head of procurement PRASA Mr. Mbulelo's property
- h. Installation at the private residence of Mrs. Dudu Myeni, commissioned by Mr. Watson, because this was an important client we had to make sure that we did Security Beams, Electric Fencing, Camera Installations as well as various other upgrades – An incident occurred during the installation where the home was robbed I had to lie to the investigating officer, and get assistance from Mr. Trevor Mathengwa to ensure that the Company Sondolot and Bosasa at that stage weren't implicated and the relationship between Gavin Watson and the Chairperson of South African Airways wasn't exposed.
- i. Various others items commensurate with "special project" installations these would include Swimming Pool pumps, Air-conditioners, Lights etc. for example I even had to attend to Minister Nomvula Mokonyane electrical and pool issues. Sandy Ministers personal assistant would call me daily, and I would be given tasks to do at the Ministers home.
- j. All the above details can be given in a forum more appropriate.

On most of the above I also had to arrange fixed lines for communication and off-site monitoring facilities as well as the licenses and domains, these were paid and registered by the company and now are for their own account.

I have been told by the employees now tasked with special projects under Thabo Ngoako that certain of the installations have been de-commissioned in part and that certain items still remain; however, the CCTV footage is available to prove that it was installed as our COO asked for proof that it did work and to make sure the client was in fact satisfied. I am not sure if it still available from Mr. Angelo Agrizzi.

In certain instances, the De-commissioning teams left behind the termination boxes and cabling, apparently the equipment will be re-installed.

- 2. I was specifically instructed by Mr. Watson and Mr. Angelo Agrizzi as well as Papa Leshabane, Joe Gumede, Trevor Mathenjwa and Syvion Dhlamini not to disclose the installations or the work done.
- 3. In certain instances, Mr. Angelo Agrizzi got the relevant parties who asked for the installation as well as some of the clients to indicate acceptance with a signature, or a forwarded email, so I was assured that Mr. Gavin Watson had approved or instructed it.
- 4. At no time did I personally benefit for the work done, I merely earned a salary, or in certain cases when de-installing equipment the owner would allow me to take the old equipment, this was the case when Mr. Angelo Agrizzi had work done at his home, he purchased the equipment and paid Johan and the staff directly for our



- private time, on two occasions his wife paid us about R10,000 for work done, I accepted this because they insisted and reported it to my superiors at the time.
5. Cash accounts were opened at various suppliers, and I would pay cash which I received from Jacques Van Zyl after being approved by Mr. Gavin Watson and Mr. Angelo Agrizzi to purchase items relating to the installations, which included Bosal, Conduit, Cabling Cameras, Digital Video recorders, UPS's, Electric Fence Energizers, Poles, Fencing and numerous other equipment needed. More specifically the invoices were reconciled and cash returned to Mr. Van Zyl. Mr. Agrizzi kept all the records and installation reports with photographs of the installations as per the Completion Reports and costings.
 6. I was specifically told to keep the stock of the premises as Mr. Gavin Watson did not want anyone to know about the special projects, as stated in my Affidavit. This is confirmed by Jason Stoltz letter to security.
 7. Often there would be leftover installation consumables, such as cabling, containment boxes, smalls etc. – as instructed I would keep these off the premises so as not to attract attention, I could not book the items back to stores because it was never taken to the stores, if I booked it back it would have raised queries as it was never booked out of stores. In fact, at one stage Mr. Watson insisted I file of the serial numbers on the equipment. I did not because of the damage possible to the electronics, and the serial numbers were needed to book it out to each client for warranty purposes.

IT MUST BE NOTED THAT BEING PUT ON THE SPOT BY AN INVESTIGATOR, I COULD NOT DIVULGE EVERYTHING TO HIM AS I WAS NOT AWARE IN IT WAS AN INTERNAL AUDIT OR PERHAPS COULD HAVE BEEN FROM THE SIU OR HAWKS, THEREFORE I DID NOT WANT TO REVEAL ALL THE DETAILS TO HIM. NOR WAS I PROPERLY INFORMED BY HUMAN RESOURCES THAT I WOULD BE CROSS QUESTIONED – SO I TRIED TO AVOID DISCLOSING EVERYTHING.

THE CORRECT PROCEDURE WOULD HAVE BEEN FOR HR TO INFORM ME OF THE PROCESS AND HOW THE PERSON WAS MANDATED. ALL THAT HAPPENED WAS I RECEIVED A CALL FROM FEZ TO TELL ME TO BE THERE THE NEXT MORNING FOR A MEETING.

I ALSO MAKE MENTION THAT TO DO THE WORK AND KEEP EVERYTHING COVERED UP I WAS EVEN GIVEN A CREDIT CARD BY THE COMPANY TO PAY FOR ITEMS NEEDED FOR SPECIAL PROJECTS.

8. I found it very strange that the Company would task an investigation on me, and that specifically the investigation was commissioned by the very person Gavin Watson who tasked me to do various of the projects, and told me to do everything possible so that the installations done would not point back at the Company, such as filing off serial numbers, using private clothing and a special unbranded vehicle.
9. It is also strange that the main intent from the investigator as can be seen on the recording was to coerce me into giving him the detailed invoices for each of the Politicians installations, this request was made a few times, as if this was the primary reason for the investigation.



10. I was told that the Investigator had a drone over my property, and also observed me one evening giving my son in law a file, the file was demanded as evidence as he (the Investigator) said he watched it being put in the car. The file was in fact then requested the next morning which my wife returned and was merely the "Bird File" records, of no material value. What I cannot understand is why the insistence on the file, allegations are made that the file contained invoices for the work done at the politician's houses – this is untrue the invoices as previously mentioned were given as the work was completed with the report of installation and the quality control photographs. The fact that the investigator was tasked to spy on me and my family is reason for concern, as not even Human Resources say they were aware of an investigation.
11. I will re-iterate that Company property found off-site at my plot, was in fact paid for cash and was allocated to special projects as were numerous pieces of equipment used on the project. The onus is on the Company to prove beyond reasonable doubt that it was stolen from the company, when and how it was stolen.
12. I reside on the Companies property, often I would store items in my garage, as has been the practice known all along, Mr. Jason Stoltz my previous superior was fully aware of this, I will try and obtain a letter where I clearly had permission to do so. An incident previously occurred where I had to get waybill numbers which would have created a problem and Mr. Stoltz then issued a letter to Mr. Charles Mc Beth (head of security admin) to clarify the matter regarding me having stock without waybills, I will ascertain if I can get a copy of the letter given during 2012. I recall the letter because I had previously lost it and had to get a new one. ²⁰¹⁵ *2018-02-04*
13. Any statement made by myself was merely out of fear, and out of the victimization we have lately had to endure at African Global. Once more I refer to my affidavit.

You will recall that I've been sent all over the country during November and December 2017 to resolve all the issues with the DOJ contract, whilst I was away the company apparently went through my house whilst I was away, I find that an invasion of my privacy – and would like to know why this was done.

In light of the aforementioned, I'm revoking the statement given to the investigator as merely a way I thought to deter the blame from the Company as I was not appraised of the fact that I could tell the investigator the actual reasons. The Company may charge me via a disciplinary process, where I will defend myself, via the correct procedures, allowing me to be represented correctly and informed of the charges with due process.



It is also important that in order to prepare for a disciplinary or potential criminal case I call certain witnesses to attest to what I was tasked to do, these will include;

- Jason Stoltz – My direct manager at the time, who knew the parameters I had to work in and the directives in terms of getting special projects completed, what was to be purchased and the logistical rules in place regarding storing of goods not used.
- Dean Cook – A ex colleague who worked closely with me and was aware of how I did things
- Angelo Agrizzi – The previous Chief Operations Officer, who has important knowledge of the process, and who set the rules regarding the purchases of stock for special projects and the regulations he put in place for controlling the stock and the purchases after receiving instructions for installations. Mr. Agrizzi also will have access to the invoices and info the company will require.
- The various staff members who worked on the Special Projects at the various politician's homes, as they knew the process's followed.
- Jacques Van Zyl – who when Mr. Agrizzi was not available would make arrangements to obtain the equipment required so it did not show on the company books
- Schalk Van der Bergh – who handled stores and was aware of the fact that any special orders had special rules and was aware of where storage would take place with items used for special projects.
- Riaan Vorster and or Charlene – if orders for special projects was to be taken out of stores, he would get a confirmation from Jacque Van Zyl or Angelo Agrizzi or Gavin Watson
- Papa Leshabane – For work that he instructed me to do and items we needed to order e.g. more recently UPS material
- Syvion Dhlamini – For work done at PRASA supply chain managers house – Mbulelo
- Gavin Watson – who instructed me – e.g. Minister Nomvula Mokonyane house, where I attended in the presence of himself and Angelo Agrizzi and the PA to the Minister
- Joe Gumede – who also on numerous occasions instructed me
- Mr. Vincent Smith – Chairperson in Parliament of SCOPA whom I had to deal with directly for Mr. Watson and who called me very upset because Gavin Watson had instructed teams to remove some of the equipment.
- Mrs. Sandy the Personal Assistant to the Minister Nomvula Mokonyane, who will attest that I would be called out at all times of the day.

As further evidence I would like the auditors who can see my statement to provide me with the detailed stock variance for the past 12 months so we can ascertain where the shortages were and who was responsible, if variances occurred what items were they?

Furthermore, I would like a full copy of the Investigators Video which was taken during the interview to substantiate the claims of intimidation.

I will gladly attend to a criminal charge for the leftover equipment if need be, but will also explain to the court the circumstances, and would request that the company provide proof that the items in fact belonged to the company as alleged.

Richard Le Roux Statement

6

Initial



Therefore, please indicate to me the date of the hearing so I can make arrangements with Solidariteit, my representatives and all the witnesses. I have already contacted the previous employees of the company who have all agreed to witness on my behalf, and will make arrangements with the rest on Monday the 5th February 2018, as soon as I have a date and a venue for them to appear.

I also would like to specifically mention that all the facts point to the fact that with numerous other people it is evident that the whole process is flawed, in my naivety I trusted the directors and especially Mr. Watson to do all the work, and it's clear that in trying to cover up the issues regarding the installations individuals in the company are targeted and intimidated. This is clearly why this is the first time an investigation or disciplinary has happened in this manner. Of concern is that Papa Leshabane also called my wife in to tell her I was making a big mistake by not resigning, I find this intimidating, and also a coercing tactic to get me to admit what isn't true.

I will also gladly make myself available to attend to the various sites with Johan Abrie, my representative from Solidariteit and Frans Vorster to explain why each site had leftovers and why we kept stock.

I consider this as my final statement in conjunction with my Affidavit, and should provide the company with the facts as requested by Mr. Johan Abrie.

I would appreciate it if the Company proceeds with the Disciplinary hearing that an Independent Chairperson be appointed as everyone is well aware of the fact that hearing outcome will have been caucused.

The aforementioned is the reason why the company should not necessarily drop charges, but rather institute the hearing in accordance to the Lab our Relations Act, and our company's procedures.

Signed at Roodepoort on this the 5th Day of February 2018.

DEPONENT – RICHARD LE ROUX



RECEIVED WITH ANNEXURES BY -




Affidavit

Richard Le Roux

**Affidavit of Mr. Richard Le Roux
ID 711004 5382 082**

**Instructions to make an affidavit by Gavin Watson and
Lindsay Watson on the 20th and 21st of November 2017**

**My full names are Richard Le Roux, a white male aged 46,
employed at the Bosasa Group on Special Projects, resident at
House No 22 Summerfield Village at Luipaardsvle.**

**The statements made are factual, substantiated by records and
copies of invoices and receipts. This affidavit is completed of my
own accord, and not under duress, and is a clear and concise
reflection of the truth.**

1

**I have been employed by the Bosasa Group of Companies since
March 2002 until I went overseas in 2006, my responsibilities was
that of a technical support coordinator, reporting to Retief Van der
Merwe and Trevor Mathenjwa.**

2

**In 2008, I returned to Bosasa to assume my responsibilities again
as a Regional Technical Coordinator. I was asked to return after a
call from the Chief Operations Officer. Part of my responsibilities
were to attend to the opening and closing of the office park, as well
as tend to the livestock on the park.**

3

**I have always been exceptional in the performance in my duties,
and have never been counselled or disciplined in any way. I have
always had the respect of my management and team.**

1



INITIAL

Affidavit

Richard Le Roux

4

Part of my duties are the implementation of what was called "Special Projects" these projects included the purchase and installation of Closed Circuit Tele Vision systems CCTV systems for high profile associates of Gavin Watson as well as the Directorate.

5

My family members work at Bosasa / African Global Operations in various positions and are well thought of.

6

My family resides at the Company owned premises since 2012, after Gavin Watson insisted I vacate the smallholding I was residing at and move to the office park accommodation as it suited him for me to attend to the wildlife, and to keep an eye on the park. I was entrusted to open and close the offices on a daily basis.

7

On the 7th or 8th November 2017, Gavin Watson called me and asked me where my loyalties were, he threatened me that my family worked at Bosasa and I needed to be careful, I asked him what I did wrong, he didn't say, he just re-iterated that I should watch where my loyalties were. I reiterated that I was loyal to the group, Johan Abrie the Human Resources manager then called me to reiterate what Gavin Watson had to say. This all had to do with a Facebook comment I had made on Angelo Agrizzi's page in innocence.

8

Last night the 20th November 2017, at exactly 18:18, Gavin Watson called me and instructed me to go to Lindsay Watson first thing in the morning and do an affidavit stating that Angelo Agrizzi instructed me to do the Special Project that has been done to date, that everything was done under his instruction.

I said I don't want to get in between arguments and it would be incorrect and untruthful to say that Angelo Agrizzi had instructed



Affidavit

Richard Le Roux

me to do the special projects. This was not the truth, I had been primarily instructed by Gavin Watson and other Directorate to attend to them as follows.

At 19:14 I received a missed call from Lindsay Watson as per the phone records attached hereto, I tried to return a call.

On the 21st November 2017, at 06:36 I called Lindsay Watson the call was not answered.

At 06:45, I called her again and she answered, she said I have to come see her to do an affidavit.

8

I said to Lindsay Watson I am not comfortable doing an affidavit on the premise that it was an instruction from Angelo Agrizzi, wherein fact the instructions where from Gavin Watson and others directly and indirectly. Lindsay Watson stated that Bosasa and Gavin pays my salary, and I had to comply.

9

I explained that I couldn't lie in an affidavit, and would be consulting legal advice, she told me to get someone good, the choice is mine.

10

The facts of the matter are as follows;

- In 2013, Gavin Watson asked that I attend to the premises of Ms. Nomvula Mokonyane, whilst Angelo Agrizzi and Gavin Watson were at the premises. I was instructed by Gavin Watson to sort out the Electric Fence, the Generator, the CCTV systems, gate motor and other incidentals such as the pool, the distribution of electricity and lighting on the premises. I also attended to a garden clean up. Since 2013 we have continued services at Bosasa expense, these expenses would be paid for in cash, authorized by Joe Gumede and paid by Jacques Van Zyl in cash. Gavin Watson was fully aware as he was the person who wanted the work done.

3



INITIAL

Affidavit

Richard Le Roux

11

- Papa Leshabane instructed me to do Gwede Mantashe residences, these were the following;
 - Boksburg, Sunward Park House - CCTV - 9 Cameras, Lighting Perimeter, DVR
 - Elliot, Eastern Cape - Farm - CCTV - IP System, Lighting
 - Kala, rural Eastern Cape - House - CCTV - IP System, Lighting
 - Value of all R300,000

12

- Trevor Mathenjwa and Gavin Watson instructed me to attend to the Richards-bay residence of Ms. Dudu Myeni, whilst we were doing the installation there was a robbery, and a quite a few items were stolen. We had to cover up the fact that we were independent contractors. We installed a full Offsite Monitoring CCTV system IP Based cameras, Electric Fencing, Full IP Alarm with beams - Value R250,000 paid for by Bosasa

13

- Richmond Mti - instruction given by Angelo Agrizzi, with knowledge of Gavin Watson who called me whilst onsite, so he would've known or instructed it to be done
 - Greenbushes Plot, Eastern Cape - 4km's Full 21 strand electric fence, perimeter safety lighting
 - Colchester, Eastern Cape - Full electric fence, Perimeter Lighting - Repair alarm systems
 - Total Value - R 350,000



Affidavit

Richard Le Roux

14

- Vincent Smith - SCOPA Chairman - Instructed by Gavin Watson - Angelo Agrizzi followed up
 - Roodepoort Residence - Electric Fencing, IP CCTV system
 - Total Value R200,000

15

- Thabang Makgwetla - Deputy Minister - Gavin Watson instructed to keep confidential
 - Full electric fence, alarm system new, IP CCTV Camera system, Cathexis Server, Offsite Monitoring capabilities
 - Total Value R350,000

16

- Syvion Dhlamini requested that we do a security analysis and installation for a certain Mr. Mbulelo at Randburg, who was heading the procurement for PRASA, we installed the following:
 - Alarm System, as well as a full CCTV IP Based system, with OFF Site Monitoring
 - Total Value R150,000

17

I can attest hereto that all the aforementioned systems were paid for by the Bosasa Group, accounts would be opened as cash accounts, and I would receive the cash from Jacques Van Zyl and Angelo Agrizzi as the company did not want to reflect it on the books.



Affidavit

Richard Le Roux

18

The affidavit is as a result of me and my family being threatened by Mr. Watson and the Directorate, and to provide the truth regarding the incidents and the accusations levelled against me are both ludicrous and unsubstantiated.

19

In order to protect my livelihood and for fear of reprisal from the Directorate and Watson, I might be forced to make a statement under duress, I would like this affidavit to supersede the affidavit given to Bosasa as the correct version without duress.

The statement given to Lindsay Watson will be merely to cease the pressure they are putting me and my family under.

1. PROOF OF STATEMENT AS REQUESTED BY WATSONS
2. PROOF OF PHONE CALLS REGISTER
3. PROOF OF CALL GAVIN WATSON
4. REVOKED STATEMENT RICHARD LE ROUX - WITNESSED



Affidavit

Richard Le Roux

Statement to – L Watson and Gavin Watson

Statement from – Richard Le Roux – ID NO 7110045382082

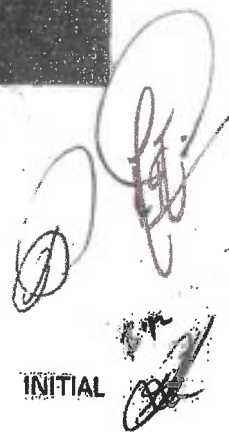
I Richard Le Roux resident at Summerfield Village, hereby state that Angelo Agrizzi the Ex Chief Operations Officer instructed me and my team to do Special Projects at various sites.

The above is true and binding on me.

Signed



This the 20th November 2017 at Roodepoort.



Affidavit

Richard Le Roux

Vodacom

08:55



< Recents

Edit



Gavin Watson



message



call



video

Yesterday

18:18

Incoming Call

2 minutes

mobile

(082) 800-0923

FaceTime

Note:

Send Message

Share Contact



Favourites



Recents



Contacts



Keypad



Voicemail



[Handwritten signature]
[Handwritten initials]

Affidavit

Richard Le Roux

Vodacom

08:55



All

Missed

Edit

Recents

+27 (11) 662-6000

08:14 ⓘ

South Africa

Wife

mobile

07:21 ⓘ

Johan Abrie (3)

mobile

07:09 ⓘ

Lindsay Watson (2)

other

06:45 ⓘ

Razor (2)

home

Yesterday ⓘ

Lindsay Watson

other

Yesterday ⓘ

Enrico Wait Sondolo

home

Yesterday ⓘ

Emmanuel Life Style

mobile

Yesterday ⓘ



Favourites



Recents



Contacts



Keypad



Voicemail



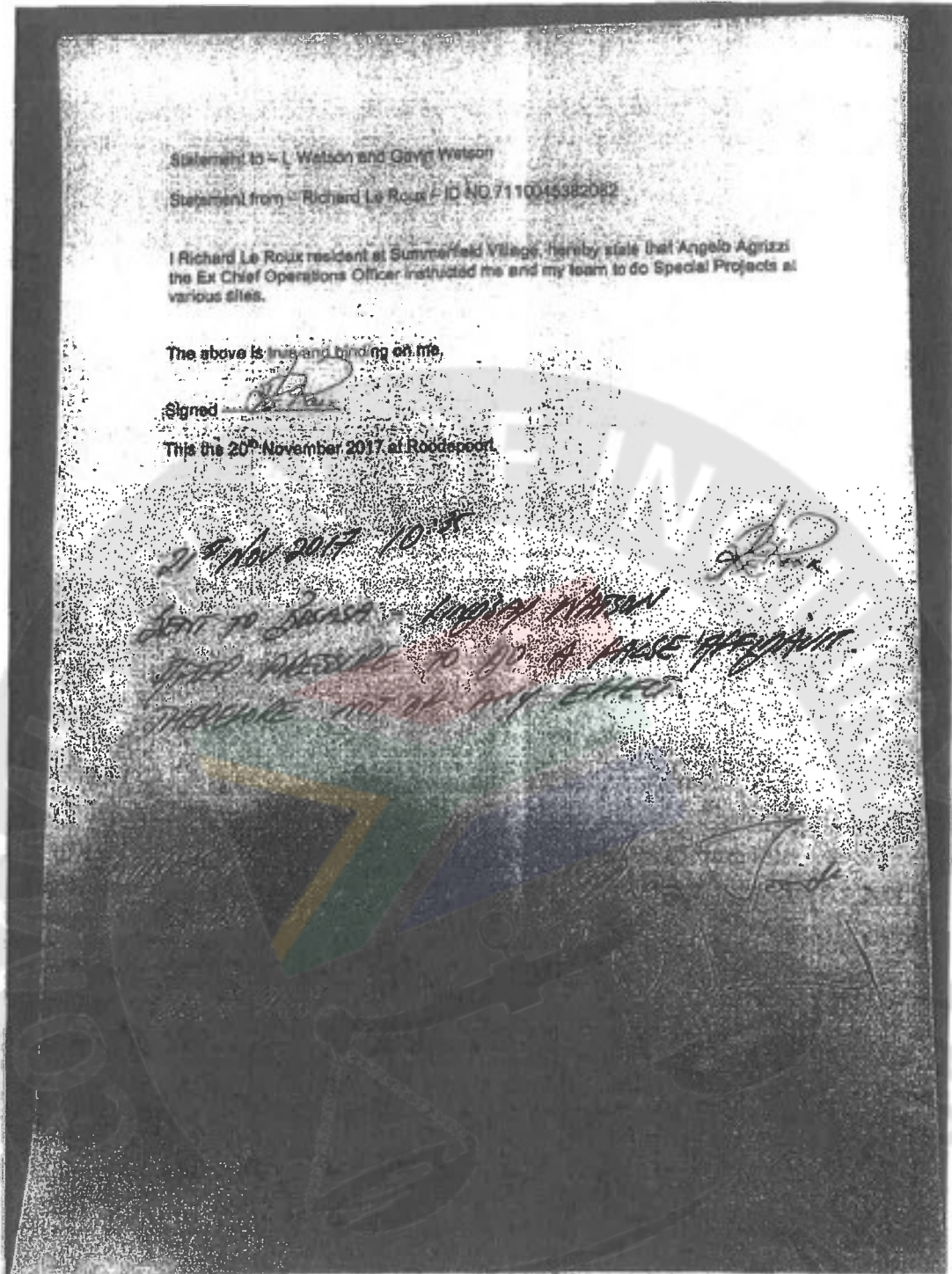
[Handwritten signature]

INITIAL

[Handwritten initials]

Affidavit

Richard Le Roux



Affidavit

Richard Le Roux

[Signature]

Signed by Richard Le Roux

21st November 2017 at Krugersdorp, Gauteng South Africa

- SIGNED and SWORN/AFFIRMED to before me at Douglasdale day 21st of November 2017, the Dependent having acknowledged that she knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R 1258 of the 21st July 1972, as amended by Government Notice 1648 dated the 19th of August 1977 and Government Notice 903 dated the 10th July 1998.

[Signature]
COMMISSIONER OF OATHS

FULL NAMES: Barbara Marie Bore
STATUS: Calculated PPS
STREET ADDRESS: 101 Toppas & Douglasdale

[Signature]
COMMISSIONER
OF OATHS

FULL NAMES: Barbara Marie Bore
STATUS: Cal
STREET ADDRESS: 101 Toppas & Douglasdale



INITIAL *[Signature]*



EXHIBIT “S4”



TRANSCRIPTION**CERTIFICATE OF VERACITY**

I, the undersigned, hereby certify that, *in as far as it is audible*, the transcription as set out below is a true and correct transcription of the proceedings recorded by means of a Quick Time Movie.

TRANSCRIBER : ESTHER E KIRSTEN
DATE TYPED : 10-01-2019
NUMBER OF PAGES : 4



TRANSCRIPTION NOTES

The following problems were experienced while transcribing the recording:

1. The inaudible sections of the audio recordings are indicated as "...[indistinct]" followed by the time at the particular point in the audio recording.
2. There were background noises, moving things and hitting the desk with something which rendered the transcription inaudible at times.



ANDRIES VAN TONDER: Dankie. Hello.

LADY 1 Morning. How are you Andries?.

ANDRIES VAN TONDER Good.

LADY 1 Must I open for you.

ANDRIES VAN TONDER If you don't mind. There you go.

LADY 1 Oh. Ok.

ANDRIES VAN TONDER Hello hello. Goed julle?

PERSONS 2 ...[indistinct] dankie.

GAVIN WATSON Morning to you.

PERSON 4 ...[African language]

ANDRIES VAN TONDER Are you sure?

JOE GUMEDE ...[indistinct] this. After the ...[indistinct] I [indistinct] report. 10000. Ok. I want to do the ...[indistinct] after the glass room by the ...[indistinct]. You are looking after the ...[indistinct]. There's two ...[indistinct]. So I want you to install a ...[indistinct]. They only should come in now from the ...[indistinct] police station in case something happens. So just wait for me. That is just for secure ...[indistinct]. So I'm just.

GAVIN WATSON I told Jacques. He must get more involved in security. He mustn't sit on the side line. ...[intervenes] ...[indistinct] ... just now. I mean because ...[indistinct]

PERSON 5 No no. I ...[indistinct] to check on the ...[indistinct] check now. I mean cause I wanted to check on the [indistinct]. I wanted to check what his understanding is on ...[indistinct] I spoke to ...

GAVIN WATSON Ok. Is is right ...[indistinct]

ANDRIES VAN TONDER I'm gonna check. Two, four.



GAVIN WATSON Is it right.

ANDRIES VAN TONDER Two. We got one, two, three, four, five, six, seven, eight, nine ...[intervenes]

GAVIN WATSON Nine.

ANDRIES VAN TONDER Nine, ten ...[intervenes]

GAVIN WATSON Ten.

ANDRIES VAN TONDER Fifty. Let me just check. One, two, three, four, five. Nee man. Ok.

GAVIN WATSON ...[indistinct] bloody Monopoly money.

ANDRIES VAN TONDER Jissem. All right.

GAVIN WATSON It must be a million.

ANDRIES VAN TONDER One, two, three, four.

GAVIN WATSON Four multiply one, two, three, four, five million. Is that right?

ANDRIES VAN TONDER Twee, vier, ses, agt, tien. They still haven't given me that 6000 extra. But I will follow up here today.

GAVIN WATSON One, two, three, four, five, six, seven, eight, nine, ten brother. One million exactly.

ANDRIES VAN TONDER All right. Ok. I'll just. Now we just get 6000 that they still owe us.

GAVIN WATSON Now here's your stuff Andries.

ANDRIES VAN TONDER Thank you ...[indistinct]

GAVIN WATSON Ok. And they still ...[indistinct].

ANDRIES VAN TONDER And then Patrick's ...[intervenes]

GAVIN WATSON Ja and then Patrick. How much is Patrick's.

ANDRIES VAN TONDER One ten wasn't it.



GAVIN WATSON Ok. What's gonna happen here? Brian Beebuck and Angelo.

ANDRIES VAN TONDER Ja.

GAVIN WATSON Will handle Patrick independently ok?

ANDRIES VAN TONDER Ok.

GAVIN WATSON But you'll go pay him every month ok.

ANDRIES VAN TONDER Ok.

GAVIN WATSON Ok. So if you can pay him every month. We change the ...[indistinct] agreed and ...[indistinct] Brian will handle him every month then you can pay him every month.

ANDRIES VAN TONDER Ja.

GAVIN WATSON Ok. How much is it Andries.

ANDRIES VAN TONDER One ten I think.

GAVIN WATSON One ten. I just want ...[indistinct] quickly do the ...[indistinct].

ANDRIES VAN TONDER Ja. Because Patrick phoned me. That's why.

GAVIN WATSON Ok.

ANDRIES VAN TONDER All right then.

GAVIN WATSON Just just open your office. I'll be with you now.

ANDRIES VAN TONDER All right. Ja. Peet is here.

GAVIN WATSON Is it?

ANDRIES VAN TONDER Ja.

GAVIN WATSON Ok.



Annexure “CC”



EXECUTIVE SUMMARY

The Special Investigating Unit (SIU) functions within the statutory framework set out in the Special Investigating Units and Special Tribunals Act 74 of 1996 (**the Act**). The SIU may only investigate matters referred to it for investigation by the President in terms of section 2(1) of the Act. The SIU's intervention in this investigation is authorised by presidential proclamation R44 of 2007 gazetted on 28 November 2007 (**the Proclamation**).

In 2006, various allegations surfaced in the media relating to the allegedly irregular awarding of contracts by the Department of Correctional Services (DCS) to Bosasa Operations (Pty) Ltd (**Bosasa**) and its affiliated companies.

Later in 2006, the Public Service Commission (PSC) and the Office of the Auditor General (OAG) referred specific allegations relating to contracts awarded to Bosasa to the SIU for investigation. Some of the more serious allegations are that:

- An irregular relationship existed between Bosasa or members of the Bosasa Group of Companies and two DCS officials, namely, the former Commissioner of Correctional Services, Mr L Mti (**Commissioner Mti**) and the DCS Chief Financial Officer (**CFO**) Mr P Gillingham (**Gillingham**)
- Commissioner Mti and Gillingham may have unduly received benefits as a result of the award of some of the contracts awarded by DCS to Bosasa and its affiliates
- Two tenders, namely, the kitchens tender and the access control tender, were irregularly extended
- Bosasa and its affiliates were responsible for drafting the bid specifications for these tenders.

Shortly after the publication of the proclamation, the SIU commenced with the investigation of the contracts awarded to Bosasa and its affiliates, namely, the kitchens, access control, fencing and television contracts.

The purpose of this report is to refer in terms of section 4(1)(d) of the Act, the evidence gathered by the SIU relative to the abovementioned contracts which, in its view, points to the commission of an offence by Bosasa and its affiliates and the persons mentioned in this report, to the Acting National Director of Public Prosecutions (**NDPP**) and further, to advise the DCS in terms of section 5(7) of the Act, that the evidence gathered by the SIU justifies the institution of legal proceedings by it against Bosasa and its affiliates and the persons mentioned in this report.



Findings in respect of the kitchens tender: HK2/2004

This contract was awarded to Bosasa on 20 July 2004.

The evidence gathered by the SIU, shows that there were clear deviations from the *National Treasury Supply Chain Management: A Guide for Accounting Officers/Authorities (SCM: Guide for Accounting Officers)*¹, more particularly, in that the end user departments were not included in the bid process. There was also no proper financial planning for this tender in that there was no feasibility study nor needs analysis conducted.

The evidence clearly shows that Gillingham, outside the course of his normal duties, played an integral role from the outset in the procurement process and was irregularly instrumental in developing the tender specifications.

On the evidence of a whistleblower, a former employee of Bosasa (**the witness**), Bosasa irregularly participated in drafting the specifications for this tender. On the evidence of the witness, the specifications were drafted in such a manner that the security aspects of the tender provided Bosasa with a clear advantage over other bidders.

During the course of a search and seizure operation conducted at Gillingham's residence, a document containing the bid evaluation criteria and guidelines for evaluating the kitchens tender was found in the form of electronic data. Mr J Malan (**Malan**) the SIU cyber forensic expert, determined that this document originated from the computer of Mr A Agrizzi (**Agrizzi**), Bosasa's Chief Executive Officer/Managing Director. According to Malan, the document was last saved by Agrizzi on 28 June 2004. The evidence shows that this was on the same day that the DCS commenced with its screening of the bids received in respect of the kitchens tender. Whilst, Malan could not determine the date of first creation of the document on Agrizzi's computer, the evidence raises two concerns: first, whether Agrizzi (and as such Bosasa) was in possession of the document at the time that Bosasa's tender was submitted for the kitchens tender, and second, whether Bosasa was a party to the drafting of the evaluation criteria and guidelines for evaluating the tender. Obviously, if this were so, it would not only have subverted the entire procurement process because it would have placed Bosasa in an unduly advantageous position with reference to its competitors, but it would also have exposed the DCS to civil suits from unsuccessful bidders.

The evidence clearly indicates that Gillingham and Commissioner Mti received financial benefits from Bosasa after the award of this tender. The SIU was unable to find any lawful cause for such benefits being made to Gillingham and Commissioner Mti. The evidence



¹ Issued to all Accounting Officers on 26 February 2004; attached as Annexure 1

further shows that Mr WD Mansell (**Mansell**) and Mr J Smith (**Smith**)², both employees of the Bosasa Group, were instrumental in effecting these benefits to Gillingham and Commissioner Mti. The timing of the benefits appear to be sufficiently linked to the awarding of the kitchens tender. In the circumstances, it was unlawful for Gillingham and Commissioner Mti to have received these benefits.

The kitchens contract was extended by Commissioner Mti on 17 May 2005. In light of the irregular benefits received by him the extension of this contract was irregular and unlawful.

Recommendations in respect of the kitchens tender

The SIU recommends that:

- the DCS considers instituting civil proceedings in the appropriate forum for the recovery of any losses that might have been sustained by the DCS on account of the award of the kitchens tender to Bosasa
- the DCS considers instituting disciplinary proceedings against Gillingham (Commissioner Mti no longer being in the employ of DCS) arising from his irregular conduct relating to the procurement process involving the kitchens tender
- the NDPP considers instituting criminal proceedings against Gillingham, Commissioner Mti, Bosasa, the latter's office bearers and to the extent that Mansell, Agrizzi and Smith may not be office bearers of Bosasa, that they also be considered for prosecution in their personal capacities.

Findings in respect of access control tender: HK2/2005

This contract was awarded to Sondolo IT (Pty) Ltd (**Sondolo**), an affiliate company within the Bosasa Group, on 11 April 2005.

The evidence shows that there were clear deviations from the *SCM: Guide for Accounting Officers*, more particularly, in that the end user departments were not included in the bid process. According to the evidence, there was no proper financial planning for this tender in that there was no feasibility study nor needs analysis conducted. The budget for this tender was also significantly exceeded.

The evidence shows that Gillingham, outside of his normal duties, played an integral role from the outset in the procurement process and was irregularly instrumental in developing the tender specifications.



² Mr WD Mansell is a consultant to Bosasa; Mr J Smith is the Bosasa Financial Administrator

According to the evidence of both the witness and Malan, Bosasa was irregularly involved in drafting the bid specifications for this tender.

On the evidence of the witness, Agrizzi requested him to prepare specifications in line with the technology Bosasa was employing in the kitchens contract. According to him, the specifications prepared by him were drafted in such a manner that the security aspects afforded Sondolo a clear advantage over the other bidders. The witness subsequently identified a number of similarities between the specifications prepared by him and those in the advertisement for this tender.

On the evidence of Malan, a document titled "cctv bid.doc" was retrieved from the DCS and Bosasa systems. The document contained specifications for the access control tender. Version 2 of the document was found on the Bosasa system, whilst version 4 thereof was emailed by Gillingham from an email address belonging to Bosasa, to Mr S Mlombile (Acting Chief Deputy Commissioner: Corrections) (**Mlombile**) of DCS.

Given the fact that the evidence disclosed that there was a close association between Gillingham and Bosasa, the probabilities point to the fact that he must have been aware of Bosasa's irregular participation in drafting the specifications. In the circumstances, Gillingham and Bosasa's involvement in the drafting of the specifications seriously undermined the fairness of the procurement process.

Despite the fact that the Department of Public Works (**DPW**) had previously been engaged by the DCS to assist in drafting specifications for tenders involving technical detail, the evidence showed that DPW was excluded by Gillingham and Commissioner Mti from the procurement process for this tender, even though technical detail was involved.

The evidence further showed that the bid submission period was reduced from 30 to 21 days, without any apparent or justifiable cause. Given the technical nature of the tender and Bosasa's participation in the drafting of the specifications for the bid, the shortened period for submission of bids allowed Sondolo to enjoy an unfair advantage over the other bidders.

Given the fact that Bosasa operated the kitchens contract and therefore had knowledge of the correctional centre environment, the probabilities point to the fact that Sondolo enjoyed a significant advantage over its competitors because of its relationship with Bosasa.

Despite it being a bid requirement that bidders should have five years' experience, Sondolo was only registered 7 days before the closing of bids but was still awarded the tender. This was obviously irregular.



The evidence clearly indicates that Gillingham received financial benefits from Bosasa after the award of this and the previous tender. The SIU was unable to find any lawful cause for such benefits being made to Gillingham. The evidence further shows that Mansell and Smith were instrumental in effecting these benefits to Gillingham. The evidence also shows that Gillingham failed to disclose the benefits received by him to either the BEC or the NBAC. Aside from it being unlawful for Gillingham to have received these benefits, it was further irregular for him not to have disclosed this fact before or during the deliberations related to this tender.

The SIU did not conduct a comprehensive financial investigation as in the case of Gillingham, into benefits Commissioner Mti may have received from Bosasa, because of various limitations experienced during the SIU's investigation. However, the limited evidence gathered by the SIU, indicated that he received benefits from Bosasa, a few months before the access tender was granted to Sondolo.

The access control contract was extended by Commissioner Mti on 4 August 2005. In light of the irregular benefits received by him the extension of this contract was irregular and unlawful.

Recommendations in respect of the access control tender: HK2/2005

The SIU recommends that:

- the DCS considers instituting civil proceedings in the appropriate forum for the recovery of any losses that might have been sustained by DCS on account of the award of the access control tender to Sondolo
- the DCS considers instituting disciplinary proceedings against Gillingham arising from his irregular conduct relating to the procurement process involving the access control tender
- the NDPP considers instituting criminal proceedings against Gillingham, Commissioner Mti, Sondolo, Bosasa, their office bearers and to the extent that Agrizzi, Mansell and Smith may not be office bearers of either Sondolo or Bosasa, that they also be considered for prosecution in their personal capacity.



Findings in respect of the fencing tender: HK24/2005

The fencing tender was awarded on 29 November 2005 to Phezulu Fencing (Pty) Ltd (**Phezulu**), an affiliate company within the Bosasa Group.

The evidence shows that there were clear deviations from the DCS SCM User Manual: Directives³ (**DCS procurement directives**) in that the end user departments were not included in the bid process. There was also no proper financial planning for this tender in that there was no feasibility study or needs analysis conducted, which resulted in the initial budget being significantly exceeded and in addition being further increased by variation orders valued at R 100 million⁴.

As in the case of the previous two tenders, the evidence shows that Gillingham, outside of his normal duties, played an integral role from the outset in the procurement process and was irregularly instrumental in the developing of the tender specifications.

In this tender, there was a heavy weighting in the evaluation criteria in favour of the integration of the fences with the computer software system, namely, the ON-IMIS system, which Sondolo introduced through the access control tender. This weighting accordingly favoured Phezulu on account of it being an affiliate of Bosasa.

An issue of concern to the SIU was the fact that substantial payments were made to Phezulu at the outset of the contract without adequate performance. The SIU examined payments made to Phezulu in respect of this tender. In terms of the contract provisions, 90% of the contract price was payable on delivery of the raw materials to the construction sites. The structure of this contract resulted in DCS making very large payments to Phezulu at a very early stage of the contract. Since this payment was shortly before the end of the financial year, the SIU concluded that this was a case of fiscal dumping, that is to say, when departments spend large amounts of money just prior to the financial year end to use up their budget, irrespective of whether the department gets value for money for such spending.

A further issue of concern is the fact that the bid conditions stipulated that fences be erected by 17 March 2006. At the compulsory briefing session for this tender, Gillingham confirmed that the erection of the fences was to be effected by 17 March 2006. Two bidders submitted project plans that complied with this deadline. However, Phezulu submitted two project plans



³ Came into effect in May 2005

⁴ The budget for the project was R 340 million, the contract awarded to Phezulu was R 486 million; in addition R 100 million in variation orders were authorised after the conclusion of the contract.

in terms of which they undertook to deliver raw materials to the sites by 17 March 2006, but would install the fences at a much later date.

In the BEC, Gillingham scored the two service providers referred to above, 0 out of 6 for time and Phezulu a full 6 points, despite the fact that its projected plan did not comply with the timelines. The SIU finds this approach by Gillingham incomprehensible, since on the face of it, Phezulu's project plans clearly did not comply with the tender requirements.

The evidence clearly indicates that Gillingham had received financial benefits after the award of this and the previous two tenders. The SIU was unable to find any lawful cause for such benefits being made to Gillingham. The evidence further shows that Mansell and Smith, with close connections to Bosasa, were instrumental in effecting these benefits to Gillingham.

As previously observed, the SIU did not conduct a comprehensive financial investigation as in the case of Gillingham, into benefits Commissioner Mti may have received from Bosasa, because of various limitations experienced during our investigation. However, the limited evidence gathered by the SIU, indicates that he received benefits from Bosasa, a few months before the fencing tender was granted to Phezulu.

The evidence also shows that Gillingham failed to disclose the benefits received by him to either the BEC or NBAC. Aside from it being unlawful for Gillingham to have received these benefits, it was further irregular for him not to disclose this fact before or during the deliberations related to this tender.

Recommendations in respect of the fencing tender

The SIU recommends that:

- the DCS considers instituting civil proceedings in the appropriate forum for the recovery of any losses that may have been sustained by DCS on account of the award of the tender to Phezulu
- the DCS considers instituting disciplinary proceedings against Gillingham arising from his irregular conduct relating to the procurement process involving the fencing tender
- the NDPP considers instituting criminal proceedings against Gillingham, Commissioner Mti, Phezulu, Bosasa, their office bearers and to the extent that Mansell and Smith may not be office bearers of either Phezulu or Bosasa, that they also be considered for prosecution in their personal capacity.



Findings in respect of television tender: HK25/2005

This contract was awarded on 3 March 2006 to Sondolo.

The evidence shows there were clear deviations from the DCS procurement directives, in that the end user departments were not included in the bid process. Furthermore, according to the evidence, there was no proper financial planning for this tender in that there was no feasibility study or needs analysis conducted and the budget for the contract was significantly exceeded.

As in the case of the previous three tenders, Gillingham, outside the course of his normal duties played an integral role from the outset in the procurement process and was irregularly instrumental in the developing of the tender specifications.

Sondolo's first invoice for payment was submitted on 13 March 2006, three days after the contract had been signed. The invoice was for R106 million and it was paid on 23 March 2006. This, as in the fencing tender, was once again a case of fiscal dumping.

The evidence clearly indicates that Gillingham received financial benefits from Bosasa after the award of this and the previous tenders. The SIU was unable to find any lawful cause for such benefits being made to Gillingham. The evidence further shows that Mansell and Smith were instrumental in effecting these benefits to Gillingham. The evidence also shows that Gillingham failed to disclose the benefits received by him, to either the BEC or the NBAC. Aside from it being unlawful for Gillingham to have received these benefits, it was further irregular for him not to have disclosed this fact before or during the deliberations related to this tender.

As previously observed, the SIU did not conduct a comprehensive financial investigation as in the case of Gillingham, into benefits received by Commissioner Mti from Bosasa, because of various limitations experienced during our investigation. However, the limited evidence gathered, indicates that he received benefits from Bosasa, some months before the television tender was granted to Sondolo.

Recommendations in respect of the television tender

The SIU recommends that:

- the DCS considers instituting civil proceedings in the appropriate forum for the recovery of any loss that may have been sustained by DCS on account of the award of the television tender to Sondolo



- the DCS considers instituting disciplinary proceedings against Gillingham arising from his irregular conduct relating to the procurement process involving the television tender
- the NDPP considers instituting criminal proceedings against Gillingham, Commissioner Mti, Sondolo, Bosasa, their office bearers and to the extent that Mansell and Smith may not be office bearers of either Sondolo or Bosasa, that they also be considered for prosecution in their personal capacity.



TERMS OF REFERENCE

The SIU functions within the statutory framework set out in the Act. The SIU was established by the President in terms of section 2(1)(a)(i) of the Act and by Proclamation R118 of 31 July 2001. The SIU may only investigate matters referred to it for investigation by the President in terms of section 2(1) of the Act.

In June 2006, various allegations surfaced in the media relating to the allegedly irregular awarding of contracts by the DCS. The allegations specifically involved the Bosasa Group of Companies and two DCS officials, namely the former Commissioner Mti and the DCS CFO Gillingham.

Later in 2006, the PSC and the OAG referred to the SIU various allegations relating to the allegations made in the media. The PSC and OAG expressed particular concern around the regularity of the procurement processes relating to contracts awarded to Bosasa and two affiliated companies, Sondolo and Phezulu as well as to the nature of the relationship between the said companies and Commissioner Mti and Gillingham.

Some of the allegations the SIU was requested to investigate:

- involved whether Commissioner Mti and Gillingham may have unduly benefited from some of the contracts awarded by DCS to Bosasa
- concerned the problem that in relation to two tenders (access control and fencing) the DCS procured services involving technical detail without involving the Department of Public Works
- involved whether the kitchens tender was irregularly extended to include seven extra kitchens – the contract value grew to over R800 million, which included the adding of the additional kitchens resulting in additional expenditure of R82 million
- involved whether the access control tender may have been irregularly extended to include the staffing of the control rooms – the contract value grew from R237 million to almost R437 million, as Sondolo became responsible for monitoring the CCTV control rooms
- related to whether one of the bidders may have drafted the specifications for one or more of the relevant tenders – there were particular concerns around the specifications of the access control and television tenders
- concerned whether Commissioner Mti may have been involved with a company called Lianorah Investments, which had a relationship with Bosasa
- related to the supply of allegedly inferior quality goods in the access control tender.



The SIU requested a proclamation authorising its investigation of the allegations and was accordingly mandated by the President in terms of the Proclamation to investigate any irregularities perpetrated in connection with the procurement of services by the DCS.

In terms of the Proclamation, the SIU was mandated to investigate:

- 1 The procurement of goods and services by or on behalf of the Department without compliance with the Department's –
 - (a) policies, procedures, prescripts, directives, guidelines or standing instructions (hereinafter collectively referred to as the "prescripts"); and
 - (b) procurement and provisioning systems or supply chain management systems prescribed by applicable legislation,

in a manner that was not fair, competitive, transparent, equitable and/or cost-effective and payments made in respect thereof.
- 2 The failure by officials and employees of the Department to disclose that they had a direct or indirect interest in the suppliers and service providers used by the Department, which represented a conflict of interest.
- 3 The failure by the officials and employees of the Department to disclose to the Department that they were engaged in unauthorised business activities for remuneration outside the scope of their employment under the Public Service Act, 1994 (Proclamation 103 of 1994) or the Correctional Services Act, 1998 (Act 111 of 1998).
- 4 The conduct of –
 - (a) suppliers and service providers to the Department; and
 - (b) officials and employees of the Department,

which has resulted or may result in a loss of, damage to or a lack of control over public money, public property or other resources of the Department and any conduct directed at or promoting the aforementioned.
- 5 False or inflated claims by, or on behalf of officials and employees of the Department from certain medical aid schemes.
- 6 The theft or misuse of property and resources of the Department by officials and employees of the Department.



- 7 Illegal or irregular practices in terms of which officials and employees of the Department received or solicited benefits from other officials and employees of the Department or from members of the public in connection with the execution of their duties or the failure to execute their duties.
- 8 The conduct of officials and employees of the Department, which was aimed at influencing or hampering any investigation or the destruction of evidence.
- 9 The intimidation of officials or employees of the Department or members of the public by officials or employees of the Department with the aim to conceal corrupt or other unlawful practices within the Department.
- 10 Acts of undue influence and extortion committed by officials and employees of the Department with regard to members of the public and other officials or employees of the Department.
- 11 Fraud committed by officials and employees of the Department to the detriment of the Department.

The SIU's investigation focussed on the procurement processes related only to the kitchens, access control, fencing and television tenders.



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PROMINENT ROLE PLAYERS

Individual	Position
Mr Angelo Agrizzi	Chief Executive Officer/General Manager, Bosasa Operations
Mr Carlos Bonifacio	Auditor / Consultant: Consilium
Consilium (Pty) Ltd	Company linked to Bosasa
Ms Megan Gillingham	Mr Gillingham's daughter
Mr Patrick O'Connell Gillingham Jnr	Mr Gillingham's son
Mr Patrick O'Connell Gillingham	Chief Deputy Commissioner: Finance
Mr Ryan Albert Gillingham	Mr Gillingham's son
Mrs Theresa Gillingham	Mr Gillingham's spouse
Grande Four Property Trust	A trust linked to WD Mansell
Mr P Leshabane	Executive Director, Bosasa Group of Companies
Mr William Daniel Mansell	Consultant: Bosasa & Consilium
Mr Jarrod Mansell	Mr Mansell's son
Mrs Lisa Mansell	Mr Mansell's daughter-in-law
Mr Linda Mti	National Commissioner: DCS
Dr Jurgen Smith	Director: Consilium Financial Administrator: Bosasa
Andries van Tonder	CFO: Bosasa
Frans Vorster	Fleet Manager: Bosasa



LIST OF AFFIDAVITS OBTAINED

Name	Current Occupation	No. of Affidavits obtained
Mr C Aries	DCS Secretariat: Bid Adjudication Committee	Applicable to all Tenders
Mr JDE Basson	DCS Deputy Director: Contract Management	HK2/2004
Mr J Breytenbach	Chief Director: Norms and Standards, National Treasury	Applicable to all Tenders
Dr JJ Coetzee	DCS Deputy Commissioner: Operations and Management Support	HK2/2004, HK25/2005
Mr W Damons	DCS Deputy Commissioner: Facilities and Security	HK2/2005, HK24/2005,
Mr P Du Preez	DCS Deputy Director: Security Support	HK2/2005, HK24/2005
Mr F Engelbrecht	DCS Deputy Regional Commissioner: Gauteng	HK2/2004
Ms B George	Legal & Compliance Manager: Construction Industry Development Board	HK24/2005
Mr L Gqili	DCS Director: Formal Education	HK25/2005
Mr CJ Haak	Director: Correctional Services, National Treasury	Applicable to all Tenders
Mr P Leslie	DCS Deputy Director: Budget Control	Applicable to all Tenders
Mr J Lethoba	DCS Director: Systems Development	HK25/2005
Mr J Maako	DCS Director: Contract Management	Applicable to all Tenders
Ms M Mabhena	DCS Director: Health Services	HK2/2004, HK25/2005
Mr T Mapasa	DCS Director: Procurement	Applicable to all Tenders
Mr F Mocheke	DCS Director: Building and Maintenance	HK2/2005
Mr M Ngubo	DCS Deputy Commissioner: Supply Chain Management	HK2/2005
Mr W Pretorius	DCS Deputy Director: Tender Management	HK2/2004, HK24/2005
Mr P Ramorotho	DCS Deputy Director: Nutrition and Hygiene Services	HK 2/2004
Ms J Sishuba	DCS Chief Deputy Commissioner Development and Care	HK2/2004, HK25/2005
Mr HB Steyn	DCS Director: Security Management Services	HK2/2005, HK24/2005
Mr H Truter	DCS Assistant Director: Professional Services Procurement	Applicable to all tenders
Ms S Truter	DCS Assistant Director: Procurement Policy Formulation	Applicable to all Tenders
Mr AJC Venter	DCS Area Co-ordinator: Corrections: Gauteng	HK2/2005 and HK24/2005
Mr F Venter	DCS Assistant Director: Risk Profile Management	Applicable to all Tenders
Mr JP Venter	Principal Engineer: Council for Scientific and Industrial Research	HK25/2005



Name	Current Occupation	No. of Affidavits obtained
Mr M Wolela	DCS Deputy Commissioner: Communications	HK25/2005
The witness	Former Bosasa Employee	HK2/2004 and HK2/2005

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1 INTRODUCTION

1.1 Subject of report

The SIU's findings in the investigation in terms of its terms of reference are set out in this report. The SIU investigated the kitchens, access control, fencing and television tenders. The report addresses the SIU's specific findings in relation to these four tenders.

1.2 Background to report

The SIU and the DCS entered their first investigation partnership on 1 October 2002. This partnership was extended for a further 3-year period on 9 June 2006 and terminated on 31 March 2009. As part of its service offering to the DCS, the SIU was requested to conduct procurement investigations.

Fairly early in the renewed partnership various allegations were raised in the media regarding possible irregularities in the procurement processes followed by DCS in procuring the services of Bosasa, Sondolo and Phezulu. Sondolo and Phezulu form part of the Bosasa Group of Companies. Further information pertaining to the formation and directorships of these companies is contained in section 6 (The Bosasa Group of Companies Structure) below.

This matter was then referred to the SIU in late 2006 by the PSC and the OAG. The SIU was requested to investigate various allegations in respect of these service providers (as set out in the terms of reference) and two specific officials within DCS, namely, Gillingham and Commissioner Mti.

The SIU obtained the Proclamation⁵, authorising this and other investigations in the DCS context, which meant the SIU was then in a position to fully investigate these tenders. The SIU then accordingly proceeded with its investigation.

1.3 Objectives of report

Section 4(1)(d) of the Act⁶ allows the SIU to refer evidence which points to the commission of an offence to the relevant Prosecuting Authority.



⁵ Proclamation R44 of 2007, attached as Annexure 2

⁶ The Special Investigating Units and Special Tribunals Act 74 of 1996, attached as Annexure 3

Section 5(7) of the Act provides that if during the course of an investigation, any matter comes to the attention of the Head of the SIU which, in his/her opinion, justifies the institution of legal proceedings by a state institution against any person, he/she may bring such matter to the attention of the State Attorney or the institution concerned, as the case may be.

Bearing the aforesaid provisions in mind, the objectives of the report are to:

- give an exposition of the evidence gathered during the investigation
- provide a summary of the findings based on the evidence
- make recommendations on the institution of legal proceedings:

2 METHODOLOGY

The SIU conducted the investigation as authorised by the Proclamation. The SIU employed a multi-disciplinary team consisting of forensic lawyers, forensic accountants, forensic investigators and cyber forensic experts to conduct this investigation. The SIU applied a uniform methodology across the investigation, involving the following:

- A review of all relevant documentation related to the tenders listed above
- Determining the level of compliance with DCS procurement policy, the relevant procurement legislation and standards set by Treasury
- Conducting interviews with and obtaining affidavits from officials within the DCS involved in the procurement process
- Conducting interviews with officials within Treasury and where necessary obtaining affidavits from them
- Conducting interviews with other witnesses that could shed light on the investigation
- Conducting a financial analysis into the affairs of Gillingham and a more limited analysis in respect of Commissioner Mti
- Conducting search and seizure operations to obtain evidence related to the investigation
- Obtaining and analysing of computer images obtained from Bosasa and various persons who featured in the procurement process
- An analysis of the documentary and electronic evidence obtained by the multi-disciplinary team.



The SIU's conclusions rely on the facts established from the documentary and electronic information obtained during the course of the investigation.

3 OUTLINE OF RELEVANT POLICIES AND SPECIAL LEGISLATION APPLICABLE TO INVESTIGATION

3.1 The DCS procurement policy

A summary of the key steps in the procurement processes in the DCS are set out below.

Identification of a need

A need should be identified for the acquisition of a service or goods. A need is based on a strategic plan of a department within the DCS that serves as a basis for the identification of resources needed to achieve set objectives. The particular department's operational plan specifies the timelines for the acquisition of the resources and the achievement of its set goals. A budget estimate is prepared which expresses the need for funds necessary to acquire the resources.

Availability of Funds

All financial matters must first be finalised before bids are invited, i.e. bids should not be invited if funds are not available.

Drafting of specifications

Specifications should promote the broadest possible competition while simultaneously assuring that critical elements of performance are achieved. Specifications should be based on relevant characteristics and / or performance requirements. The end user is responsible for the drafting of the specifications of tenders, and may obtain assistance from the private sector when preparing the specifications. However, the involvement of the private sector should involve as many role players in the specific sector as possible to ensure that the specifications are as broadly drafted as possible and that they encourage competition.

Site Inspection and Explanatory meetings

Where it is necessary to invite prospective bidders to a site inspection or explanatory meeting, it should be indicated in the invitation to bidders whether this is compulsory



or not. An attendance register should be completed by all attendees. Minutes of such meetings should be taken and distributed to all prospective bidders that attended.

Maintenance

Bidders are requested to indicate the maintenance structure and cost for the resource that is being tendered for. This information is used for evaluation purposes and budgeting.

Preferential Points System

The Preferential Points System (80/20 or 90/10) was designed to promote the socially desirable aim of Black Economic Empowerment (BEE). Depending on the value of the contract, either the 80/20 or the 90/10 points system is applicable. There is a set threshold for government contracts that determines which of the two points systems applies in any given tender. Assuming for argument's sake that the threshold is R5 million, then contracts below that value will be assessed according to the 80/20 system; if the contract is valued at above R5 million, the 90/10 system applies. Thus in dealing with a tender of R5 million or less, 20% of the bid evaluation points should be allocated to the assessment of the bidder's BEE profile, and conversely, when dealing with a tender above R5 million, the 90/10 principle applies and only 10% of the bid evaluation points are allocated to the evaluation of the bidder's BEE status. The particular points system applicable, whether 80/20 or 90/10, should be indicated in the bid documents.

Evaluation Criteria

In all four tenders referred to above and reviewed by the SIU, the price and functionality evaluation criteria were adopted by the DCS. National Treasury Regulations and Practice Notes set out the circumstances in which the price and functionality criteria should be applied.

Compiling bid documents

Bid documents are compiled and issued to prospective bidders by the Procurement Unit (PU) and consist of Specifications, Terms of Reference (TOR), General Conditions and other standard documents which address issues such as pricing, price adjustments, declarations of interest, etc.



Communication with bidders

Before bids close, communication between the officials of the department and prospective bidders may take place to clarify issues about the bid. During the evaluation of bids, delegated officials of the PU may communicate in writing with the bidders to obtain information where it is incomplete for clarification.

Approval to procure and appointment of Bid Evaluation Committee (BEC)

The BEC members are recommended by the end user and approved by the accounting officer of the relevant department seeking to acquire the resource. This committee evaluates bids according to given criteria, supplied at the commencement of the evaluation process. The process remains confidential. All members are required to declare any interests beforehand.

Appointment of the Bid Adjudication Committee (NBAC)

The members of the BAC are appointed by the accounting officer of the relevant department seeking to acquire the resource. There is a national BAC (NBAC) that considers recommendations in all cases with an estimated value of above R5 million. All members are required to declare any interests beforehand. No member of the BAC is appointed to the BEC or vice versa.

Invitation to bid

The PU is responsible for the compilation of the tender invitation based on detailed specifications and available funding. The bid is advertised in the government tender bulletin and in other media. The minimum period of 30 days between the publication date of the bid invitation and the closing time of bids may be extended for longer periods for tenders that are more complicated or shortened in appropriate circumstances. In terms of the advertisement, interested parties are invited to uplift the bid documents from the Department.

The bid documents contain comprehensive details of the procedure to be followed in submitting bids, qualifying criteria, forms to be completed, how the bids would be scored, special bid specifications etc. The bid documents form the sum total of all the information supplied to bidders to enable them to submit their bids. In the bid documents, the BEC may reserve the right to call for presentations from bidders, should this need arise.



Receiving bids and opening of bids

Bids must be opened in public as soon as possible after closing time by officials authorised in writing. Bids are given a registration mark of authenticity and all bids received must be listed. The names of the bidders and their individual total prices should be recorded when bids are opened. All bid documents must be scrutinised and initialled to prevent unnecessary criticism.

In all four tenders investigated by the SIU, the bid documents required bidders to submit their proposals in two separate parts – the one dealing with functionality and the other with price – each part to be contained in a different envelope. The first envelope had to contain the technical proposal (bid relating to functionality) and the second, the price proposal.

Evaluation criteria of bids by BEC

The threshold score for functionality in respect of each of the bids was set at 70%. Only those bidders whose functionality proposals met or bettered the threshold score, qualified to have their price proposals considered.

Once the scoring for the pricing proposals is complete, the scores for the functional and pricing proposals are applied to prescribed formulae to determine which of the bidders scored the highest points.

BAC assessment based on BEC recommendations

All relevant information must be placed before the NBAC to enable it to take an appropriate decision. To this end, all documentation relevant to the BEC's evaluation/scoring of the bidders, as well as the consolidated scoring of points by SCM/PU, is required to be placed before the NBAC.

Should the NBAC have any questions around any of the issues regarding the scoring and evaluation, they should obtain clarification from the bodies concerned that is to say, BEC, PU etc.

Awarding of contract

After the NBAC has approved the awarding of a contract, the successful bidder is advised of the acceptance of its bid by letter/facsimile. The successful bidder is allowed seven days within which to conclude a standard written contract, which must be signed before the validity period of the bid has expired. Bid results are then advertised in at least the government tender bulletin.



Further phases of contract

The further phases of the procurement process - placing an order, payments and contract management - are dealt with peripherally in this report, and therefore they are not set out here.

3.2 Treasury guidelines regarding budgeting for the tender process

Within the DCS, there was a substantial monetary saving in the compensation on employees' budget for the 2005/2006 financial year. Money from this saving was applied to fund some of the tenders under discussion.

The SIU obtained information relevant to the employment of the savings referred to above from Mr CJ Haak⁷ (Haak) from National Treasury. Haak holds the position of Director: Correctional Services.

According to Haak, there are specific rules in the Public Finance Management Act (1 of 1999) (PFMA) and regulations which permit funds already budgeted for to be moved across to different programmes. It is only when, within the virement rules – moving funds from one programme to another, provided that such movement does not exceed 8% of the total allocation of the transferring programme – the budget from which funds are sought to be transferred is increased, that approval from National Treasury would be required.

Accordingly, the DCS was entitled to re-prioritise funds for the 2005/2006 financial year, and was thus entitled to use the compensation of employees' funds for projects such as fencing, television and other tenders, provided the budget from which these funds were being transferred was not increased.

The DCS accordingly used section 43 of the PFMA to transfer R769 million from the Compensation of Employees programme to the Machinery and Equipment programme under Capital Assets.

The information imparted to the SIU by Haak was confirmed by Mr P Leslie⁸ (Leslie), the DCS Deputy Director: Budget Control.

According to Leslie, the fact that the funds for the fencing and television tenders were utilised towards the end of the financial year, resulted in the procurement process being rushed. For this reason, according to Leslie, the costs of the fencing and



⁷ See affidavit of Mr Haak, Annexure 4

⁸ See affidavit of Mr P Leslie, Annexure 5

television tenders, taken together with a further project relating to information technology and the purchasing of government vehicles, amounted to more than the initial saving of R641 million. Additional funds were subsequently sourced from "white paper" funds in the following year.

Lastly, according to Leslie, National Treasury had complained about spending such large amounts close to the end of the financial year and commented that it was equivalent to "fiscal dumping", i.e. where departments spend large amounts of money just prior to the financial year end to exhaust their budget, ignoring whether the department gets value or not for such spending.

The SIU interviewed Mr J Breytenbach⁹ (**Breytenbach**) of National Treasury with a view to obtaining clarity on a number of aspects applicable to the procurement process and to enable the SIU to appraise the procurement processes followed by the DCS and those prescribed by National Treasury.

According to Breytenbach, all goods and services procured by State Departments were required to be procured through the State Tender Board. The amended State Tender Board Regulations now make it possible for accounting officers of national state departments to procure goods and services either through the State Tender Board Act, or alternatively, in terms of the PFMA. On 5 December 2003, National Treasury issued a circular to all accounting officers confirming that they now had this option available to them and, in addition, issued a number of practice notes in terms of the 2003 regulations.

According to a Ms S Truter¹⁰ (**S Truter**), Assistant Director Procurement Policy Formulation, on 8 March 2004, Commissioner Mti, opted for the DCS procuring goods and services in terms of the PFMA. As an interim measure, the DCS used the prescripts of the *ST37: User Manual: Directives* from March 2004 to May 2005, after which its own *DCS SCM User Manual: Directives* came into effect.

According to Breytenbach, in the event of inconsistencies between the prescripts of the ST37 and the SCM prescripts, the prescripts of National Treasury prevail. Furthermore, section 3(3) of the PFMA provides that if there are inconsistencies between any other legislation and the PFMA, the PFMA prevails.



⁹ See affidavit of Mr Breytenbach, Annexure 6

¹⁰ See affidavit of Ms S Truter, Annexure 7

Further, according to Breytenbach, planning plays an integral part in SCM, and any irregular, unauthorised or fruitless and wasteful expenditure, is regarded as an act of financial misconduct in terms of section 38(1)(h)(iii) of the PFMA.

Paragraph 4.1.1 of ST37 provides that the department with a requirement for a product will usually initiate the drafting of the specifications or identify an existing specification that meets the requirement.

However, paragraph 4.1.1 only prevailed until 26 October 2004. Thereafter National Treasury's circular entitled 'Implementation of Supply Chain Management of 27 October 2004', provides for the appointment of a Bid Specification Committee (BSC), a BEC and a BAC. Paragraph 4.1(a) of the circular, provides that the BSC is responsible for compiling the bid specifications and that the specifications should be written in an unbiased manner to allow all potential bidders to offer their goods and/or services.

The position regarding the drafting of bid specifications changed with effect from 15 March 2005 when a new set of Treasury Regulations (the 2005 Treasury Regulations), issued in terms of the PFMA, came into effect. Regulation 16A6.2(b) of the 2005 Treasury Regulations, prescribes that a supply chain management system must, in the case of procurement through a bidding process, provide for the establishment, composition and functioning of bid specification, evaluation and adjudication committees. As from 15 March 2005, failure to establish a BSC constitutes irregular expenditure in terms of the PFMA.

Treasury Regulation 6.3(c) of the 2003 regulations provides that procurement through a bidding process, must provide for bids to be advertised for at least 30 days prior to closure, except in urgent cases when bids might be advertised for a shorter period as decided by the accounting officer. The shortening of the closing date for a complex tender may also be regarded as unfair to potential bidders in terms of section 217(1) of the Constitution.

According to Breytenbach, there are no specific prescripts regarding the drafting of evaluation criteria, but ideally the criteria should be drafted by the same person/s or committee that drafted the bid specifications.

In respect of the bid evaluation process, regulation 16A8.3(d) of the 2005 Treasury regulations, provides that a SCM official or other role player must ensure that they do not compromise the credibility or integrity of the SCM system through the acceptance of gifts, hospitality, or any other act. Sub-regulations 16A8.4(a) and (b) provide that if



a SCM official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must disclose that interest and withdraw from participating in any manner whatsoever in the process relating to that contract. Failure to do so may be regarded as an act of abuse of the SCM system and the official may be charged in terms of Regulation 16A9 of the 2005 Treasury Regulations.

Further, practice note SCM 3 of 2003 introduced the concept of the evaluation of bids based on functionality and price. The evaluation of bids in terms of functionality and price, however, only applies to bids where the services of consultants, such as consulting firms, engineering firms, auditors and research agencies (professional services), are procured.

Paragraph 1.1 of practice note SCM 3 of 2003, specifically provides that the evaluation of bids on the basis of functionality and price, do not apply to general services such as construction works, manufacture of goods, operation and maintenance of facilities or plants, surveys, catering, cleaning and security in which the physical aspects of the activity predominates.

According to Breytenbach, the evaluation method involving the application of functionality and price, which was applied in the four tenders referred to above, was incorrectly applied and its application was contrary to Treasury Regulations. According to him, the evaluation method that should have been applied to these tenders was where price was the most important factor.

Breytenbach also explained that there is a duty on the BEC to inform the BAC if the tender price of the recommended bids exceeded the available budget. Section 38(1)(h)(iii) of the PFMA, provides that the accounting officer must take effective and appropriate disciplinary steps against any official in the service of the department, who makes or permits unauthorised, irregular, fruitless and wasteful expenditure. In addition, there is a duty on the BEC to ensure that a recommended bidder's price is reasonable prior to recommending to the BAC that the bid should be awarded to their preferred bidder.

With regard to contract administration, and in particular, upfront or advance payments to contractors, regulation 15.10.1.2(c) of the 2005 Treasury regulations, provides that prepayments for goods or services must be avoided, unless required by the contractual arrangements with the supplier.



Section 38(1)(a)(i) of the PFMA prescribes that an accounting officer must ensure that his/her department has and maintains an effective, efficient and transparent system of financial and risk management and internal control.

Paragraph 16.1.1 of practice note SCM 3 of 2003, provides that any changes to a contract that would in aggregate increase the original amount of the contract by more than 15%, is subject to the approval of the accounting officer or his/her delegate. Variation orders should also not infringe on the provisions of section 217(1) of the Constitution of the Republic of South Africa (Act 108 of 1996) (**Constitution**).

Paragraph 16.1.1 of practice note SCM 3 of 2003, deals with modifications to and extensions of contracts. Although the accounting officer has the authority to approve modifications to and extensions of contracts, such approval should not infringe the provisions of section 217(1) of the Constitution.

Paragraphs 21, 22 and 23 of the practice note SCM 1 of 2003, govern the contractual provisions regarding delays in the supplier's performance, penalties and the determination of default procedures to be followed, when a contractor fails to complete a contract by completion date.

The SIU also interviewed S Truter¹¹, Assistant Director: Procurement Policy Formulation in the DCS. S Truter explained the DCS policy pertaining to the submission of tax clearance certificates. According to her, practice note SCM 3 of 2006, provides that if the Department is in possession of an original tax clearance certificate, it is not necessary to obtain a new tax clearance certificate each time a price quotation is submitted from that specific supplier.

Lastly, it needs to be observed, that section 217(1) of the Constitution provides that when an organ of state contracts for goods and services, it must do so in accordance with a system that is fair, equitable, transparent, competitive and cost effective.

3.3 The Construction Industry Development Board legislation and regulations

The SIU approached the Construction Industry Development Board (CIDB) to obtain information regarding the legislative framework that was applicable to construction tenders. This is specifically relevant to the fencing tender that was advertised in 2005. The purpose of the initial contact with the CIDB was to determine whether the



relevant CIDB prescripts had been complied with when the DCS advertised and awarded the tender.

The CIDB was established in April 2001 in terms of the Construction Industry Development Board Act (38 of 2000) (**CIDB Act**), to regulate and develop the construction industry for improved performance in infrastructure delivery. A further aim of the CIDB, is to promote uniform application of policy with regard to the construction industry throughout all spheres of government.

The SIU interviewed Ms B George¹² (**George**), the CIDB Legal and Compliance Manager. George advised the SIU on the provisions of the CIDB Act, its regulations and its application to the construction industry. Further details regarding the application of the CIDB Act and its regulations as regards the fencing tender are discussed later herein in sections 8.3.1 and 8.3.2.

4 LIMITATION ON THE INVESTIGATION

The report is based on the review and analysis of documentary and electronic evidence, interviews conducted and affidavits obtained by the SIU. The investigation, however, was constrained by litigation as explained hereunder.

Bosasa has sought by way of application proceedings in the North Gauteng Division of the High Court of South Africa, to interdict the SIU from investigating the full scope of Bosasa's activities regarding the awarding of the four tenders to it by the DCS. As a result of the application, the SIU gave an undertaking not to interrogate material witnesses pending the finalisation of action proceedings for a final order. The SIU has accordingly not interrogated various Bosasa officials, its auditors and other witnesses, who could impart material information regarding issues relating to the investigation. The investigation has accordingly not been as intensive as the SIU would have wanted, and accordingly, any *lacunae* that exist in the investigation, will be addressed upon the resolution of the litigation between the SIU and Bosasa.



¹² See affidavit of Ms B George, Annexure 8

5 CYBER FORENSIC EXPERTISE ENGAGED BY THE SIU

The SIU employed the services of a cyber forensic expert, Mr J Malan¹³ (**Malan**), to assist it with the retrieval and analysis of electronic data obtained from Bosasa and Gillingham.

The SIU served notices in terms of section 5(2)(b) and (c) of the Act, on Bosasa requesting *inter alia* that Bosasa provide the SIU with access to its servers so that the SIU could obtain electronic copies of relevant data relating to this investigation. Bosasa offered to assist the SIU with its investigation. The SIU and Bosasa reached an agreement in terms of which the SIU would be granted access to Bosasa's servers and laptops so that mirror images could be made of them.

The imaging was initially scheduled to take place in the first week of December 2008, but at the request of Bosasa, this process was postponed until the second week of December 2008. From 8 to 16 December 2008, the SIU made mirror images of the data on the Bosasa file server environment, domain controller system, email server, financial system server as well as of the personal laptops of Agrizzi, Mr A van Tonder (**van Tonder**) and Mr F Vorster (**Vorster**). During the imaging process, the SIU was denied access to one server. After the intervention of Adv J Wells, the SIU's Legal Advisor, access was eventually granted and the server was imaged.

Malan analysed the data obtained from Bosasa, using keyword searches. During his initial analysis of the data, he identified that a data deletion utility known as *Erase*¹⁴ had been used to delete a significant amount of data on the servers. Table 1 below, reflects the dates on which the data was erased.

Table 1: Dates of deleted data on Bosasa servers			
Server name	Document and folder count	Timeline of modification and deletion	Comment
Domain server ADS01	32 769	24 July 2008	Documents appear to have been overwritten and then deleted
Domain server ADS01	60	2 December 2008	Mostly archived documents were overwritten and deleted
File server	116	3 December 2008	Folder names appear to have been overwritten with random data and then deleted



¹³ See affidavit of Mr J Malan, Annexure 9

¹⁴ The Eraser product is marketed as software that can frustrate cyber forensic investigations.

File server	468	4 December 2008	Folder names appear to have been overwritten with random data and then deleted
Domain server ADS01	7 130	6 December 2008	Documents appear to have been overwritten and then deleted

Because of the use of the *Eraser* utility, Malan had to employ advanced data recovery techniques, which assisted him in his endeavour to recover the maximum amount of data.

Malan also analysed the mirror images of Gillingham's computers and other electronic data storage facilities, obtained during a search conducted at Gillingham's residence in terms of section 6 of the Act. The *Eraser* utility was also found on Gillingham's system, but Malan found that the utility was not used extensively on his computer to destroy data.

Documents of particular relevance to the investigation of the kitchens and access control tenders, were retrieved and analysed by Malan and are dealt with under the discussion of these tenders.

6 THE BOSASA GROUP OF COMPANIES STRUCTURE

The SIU conducted an investigation into the establishment and structure of the Bosasa Group of Companies. The SIU's findings are based on information obtained from the Registrar of Companies, the previous auditors of the Bosasa Group, tender documentation submitted by Bosasa, Sondolo and Phezulu and from the official Bosasa website. The SIU's findings are set out below.

6.1 Bosasa Operations (Pty) Ltd

During December 1981, a company known as Emafini (Pty) Ltd was formed by Mr SJH Van Zijl (**Van Zijl**). In December 1984, Smith was appointed to Emafini as a Director. Emafini then changed its name to Meritum Hostels (Pty) Ltd in February 1985.

On 20 June 1996, Van Zijl and Smith entered into a pre-incorporation agreement with a trust, stipulating that a new holding company would be formed and a new operations company would be established to render the services for this holding company, administered by the trust. Mansell signed as a witness to the pre-incorporation agreement.



As a result of this agreement, Meritum Hostels became known as Dyambu Operations (Pty) Ltd (**Dyambu Operations**), and the trust, as the Dyambu Trust and the holding company, as Dyambu Holdings. In November 2000, Dyambu Operations changed its name to Bosasa Operations (Pty) Ltd.

Mansell was an active Director of Dyambu Operations from 1 June 1997. He resigned as a Director of Dyambu Operations in November 2000, when Dyambu Operations became Bosasa. Despite his resignation from Dyambu Operations, he remained on as a consultant with Bosasa and operated as such during the period that Bosasa was awarded contracts from DCS.

6.2 Sondolo IT (Pty) Ltd and Phezulu Fencing (Pty) Ltd

Sondolo, previously known as Mavava Trading (Pty) Ltd, was formed in 2005, while Phezulu, previously known as Nino Construction, changed its name to Phezulu Fencing in 1997.

Upon changing its name in 2005, Sondolo appointed Bester Viljoen Incorporated as its auditors. At this time, Johannes Gumede, Tony Perry, Papa Leshabane, Brian Gwebu, Jacqueline Leyds, Nomazulu Makoko (among others), were appointed as directors of Sondolo. These individuals were all affiliated to Bosasa.

In December 2005, a number of directors resigned from Phezulu, whilst directors such as Jacqueline Leyds and Victor Mhangwana, with previous Bosasa affiliations, were appointed in their stead as the new directors of Phezulu. At this stage, the auditors for Phezulu, were changed from PricewaterhouseCoopers to Bester Viljoen Incorporated, the auditors for Bosasa and Sondolo.

According to the documentation obtained from the Registrar of Companies, Bosasa, Sondolo and Phezulu have the following in common:

- Bester Viljoen Incorporated are their auditors
- Jacqueline Leyds is a director of all three companies
- Bosasa and Sondolo have Johannes Gumede, Munirah Oliveria and Ishmael Mncwaba as directors
- Bosasa and Sondolo share the same physical business address, namely, 1 Windsor Road, Mogale City, Krugersdorp, 1739.

In addition to the above, the documents obtained from the Registrar of Companies, indicate that company changes within Sondolo and Phezulu were addressed to



Bosasa. According to the Bosasa website, both Sondolo and Phezulu, fall within the Bosasa Group of Companies.

During the course of the investigation, a document compiled by Agrizzi, was handed to the SIU. This document, entitled *Summary Company Structure*¹⁵, indicated that Sondolo was owned by four companies, namely, Bancar Investment Holdings (Pty) Ltd (25%), Kgwerano Financial Services (Pty) Ltd (25%), Bosasa Youth Development Foundation (10%) and Bosasa (40%). On its website, Bosasa maintains that these companies are all affiliated to the Bosasa Group. The *Summary Company Structure* document in addition, indicated that Phezulu appointed Sondolo as its project manager and integrator of the fencing contract.

Lastly, the tender documentation submitted by Sondolo and Phezulu, confirm that they are part of the Bosasa Group of Companies and that they are dependent on each other for the delivery of services.

7 COMMISSIONER MTI'S FORMAL RELATIONSHIP WITH BOSASA

From the information obtained from the Registrar of Companies, Commissioner Mti is the director of a company called Lianorah Investment Consultancy (Pty) Ltd (**Lianorah**). Further information from the Registrar of Companies indicated that Lianorah is in one way or another, linked to Bosasa. These links include the following:

- Both Sondolo and Lianorah's registration documentation reflects Mr Stephan Kruger as the initial director, with BGB Smit as the auditors
- Both Sondolo and Lianorah appointed Bester Viljoen Incorporated as their new auditor in place of BGB Smit
- Bester Viljoen Incorporated are the auditors for Bosasa.

At the time Lianorah's incorporation, Commissioner Mti was the DCS National Commissioner. The timing of the registration of the above entity appears to coincide with the awarding to Sondolo of the access control tender, on or about 19 April 2005.

The analysis conducted by the SIU, has revealed that Lianorah was deregistered on 20 April 2007.



¹⁵ See Annexure 10

8 ANALYSIS OF CONTRACTS

Against the background of this information, the SIU analysed the procurement process related to the four contracts referred to above. The evaluation of each one, is dealt with below.

8.1 The kitchens tender: HK2/2004

The kitchens tender was awarded to Bosasa on 20 July 2004. The scope of the kitchens tender entailed the providing of full catering services, including full maintenance of kitchen equipment, cleaning and training of DCS staff and inmates, at correctional centres in seven management areas. These areas were Pretoria, Johannesburg, Durban Westville, Krugersdorp, Pollsmoor, Modderbee and St Albans.

The bid was advertised on 21 May 2004, and it required the rendering of services over a 3-year period (1 August 2004 to 31 July 2007), at a cost of approximately R239 427 694 per annum.

8.1.1 Evidence gathered

Engagement with the service provider prior to publication of the tender

The SIU ascertained that a DCS Executive Management Committee (EMC) meeting was held at Supersport Park in Centurion, Pretoria between November 2003 and early 2004. At this meeting, Agrizzi and Leshabane from Bosasa made a presentation to the attending DCS officials, including Commissioner Mti, Gillingham and Mr F Engelbrecht, the Regional Commissioner of DCS, Gauteng (Engelbrecht)¹⁶.

The Bosasa presentation was to advise the DCS of the services Bosasa was able to provide, including catering and measures to prevent the theft of food from prison kitchens.

This meeting took place not only prior to the advertising of the kitchens tender, but also before it was made known within the DCS that it would be outsourcing catering services, the full maintenance of kitchen equipment and the training of DCS staff and inmates at correctional centres.

Engelbrecht raised questions regarding the viability of outsourcing catering facilities after the Supersport Park presentation. His concern related to job security of DCS



¹⁶ See affidavit of Mr Engelbrecht, Annexure 11

staff, the sustainability of such a venture, its budget and the effect of such outsourcing on offender labour. He stated that in response to his questions, Commissioner Mti had rudely instructed him to stop asking questions.

During a later EMC meeting held prior to May 2004, in Magaliesburg, Gillingham did a presentation regarding the outsourcing of catering services due to the amendments to the Correctional Services Act (111 of 1998) (**Correctional Services Act**). The relevant amendment to the Correctional Services Act provides:

"Food must be well prepared and served at intervals of not less than four and a half hours and not more than 14 hours between the evening meal and breakfast during each 24 hour period".

During the presentation, Gillingham highlighted the fact that the amendment set requirements which the DCS might not have the capacity to deal with effectively. In addition, he touched on aspects relating to the theft of food in prisons and general hygiene in prison kitchens. At the time of this presentation, Gillingham was the Regional Commissioner: North West, Mpumalanga and Limpopo.

Shortly after the presentation in Magaliesburg, the DCS CFO, Mr Tshivhase (**Tshivhase**), announced that the DCS would be outsourcing catering services. Gillingham was appointed as the project leader for this tender, which was then prioritised. Two DCS procurement officials, namely, Messrs W Pretorius¹⁷ (**Pretorius**) and Truter were requested to assist Gillingham with the project.

According to Engelbrecht, the Directorate: Health Care Services was responsible for nutritional services, and to his knowledge, none of the officials from that Directorate, were consulted by Gillingham regarding the drafting of the specifications for this tender.

The timeline of the tender

According to Mr H Truter (**Truter**)¹⁸, requests to invite bids had to be in writing, and a written instruction to proceed with invitations, needed prior approval. The kitchens tender was approved by Commissioner Mti on 24 May 2004. The bid was advertised on 21 May 2004, and the closing date was 25 June 2004. Compulsory briefing sessions were held from 4–15 June 2004 in all seven management areas where kitchen services were to be outsourced. The awarding of the bid by the NBAC was



¹⁷ See affidavit of Mr Pretorius, Annexure 12

¹⁸ See affidavit of Mr Truter, Annexure 13

scheduled for finalisation on 21 July 2004, but due to delays, the bid was only awarded on 27 July 2004, to Bosasa. Due to the abovementioned delays, Bosasa only commenced with performance on 16 August 2004, as opposed to the original performance date, namely, 1 August 2004.

For ease of reference, the chronological sequence of key events in the tender process for the kitchens tender is encapsulated in Table 2 below.

Table 2: Chronology of events regarding the tender process for the kitchens tender	
Date	Activity
21 May 2004 – 25 Jun 2004	Advertising of bid
11 Jun 2004	Scheduled bid collection
4 Jun 2004	Compulsory information meeting
4 Jun 2004 – 15 Jun 2004	Compulsory site meetings
25 Jun 2004	Closing date for bids
28 Jun 2004 – 30 Jun 2004	Screening of the bids
1 Jul 2004 – 8 Jul 2004	Evaluation process
12 Jul 2004 – 13 Jul 2004	Compiling by the BEC of their recommendations
14 Jul 2004 – 16 Jul 2007	Verification, preparation, recommendation and submission to the NBAC
20 Jul 2004	Awarding of the bid to Bosasa
21 Jul 2004	Scheduled date on which successful bidder was to be notified of award of bid
27 Jul 2004	Actual date on which Bosasa was informed that it was the successful bidder
29 Jul 2004	Signing of contract between DCS and Bosasa
1 Aug 2004	Scheduled date for commencement of services by Bosasa
16 Aug 2004	Actual date on which Bosasa started to render services

Drafting of the bid specifications

The SIU interviewed Mr T Mapasa (**Mapasa**), the DCS Director: Procurement¹⁹. According to him, the user department in terms of DCS procurement directives must assume responsibility for identifying the need, motivating the urgency and importance of the proposed tender, indicating the value or benefits to be derived from the tender and the providing of an estimate of the cost of the tender. Accordingly, a preliminary step in the procurement process is the identification by the relevant department of a need that is catered for in terms of its strategic plan.



¹⁹ See affidavit of Mr Mapasa, Annexure 14

The SIU could find no evidence that a needs analysis or feasibility study was conducted prior to the initiation of this tender process.

Although the kitchens contract should have originated in the DCS Directorate: Development & Care, the SIU established that the need for the kitchens contract did not originate in this directorate nor did this directorate initiate the process.

The SIU interviewed Ms J Sishuba (**Sishuba**), DCS Chief Deputy Commissioner: Development and Care and Ms M Mabena (**Mabena**)²⁰, DCS Director: Health Services. They advised that their directorates were excluded from the entire tender process, despite the fact that nutrition fell under their directorates as end users. According to them, Gillingham had assumed responsibility for the initiation and implementation of the procurement process.

The SIU interviewed the former Director: Security Management Services, Mr AJC Venter²¹ (**Venter**). Venter confirmed that he had neither taken part in the tender process for the kitchens tender nor was he or any other official from his directorate approached by either Gillingham or any other official for input in respect of the kitchens tender, specifically with regard to the security elements of the tender.

As regards the drafting of the specifications for the tender under discussion, Pretorius informed the SIU that during a meeting he had with Gillingham, the latter advised that he was developing specifications for the tender and handed Pretorius a two-page document that he was requested to peruse. The document handed to him, however, addressed only the aspects of training and equipment, but not the aspects relating to the preparation of food and ration scales, the heart of the kitchens tender. Pretorius advised that he suggested to Gillingham that the specifications used for the outsourcing of catering services at the Ekuseni Youth Centre be used as the basis for the development of the specifications for the kitchens tender. His subordinate, Truter, emailed these specifications to Gillingham.

Truter confirmed that Gillingham's specifications forwarded to him, were very basic and did not address the important aspects of the tender, such as provisioning of food, preparation, rationing scales, etc. In Truter's view, the tender was rushed, because on 10 May 2004, Gillingham had decided that the tender should be published on 21 May 2004.



²⁰ See affidavits of Ms Sishuba and Mabena. Annexure 15 and 16 respectively

²¹ See affidavit of Mr Venter, Annexure 17

According to Pretorius and Truter, they advised Gillingham on how to comply with the procurement process. However, they did not assist him with the technical aspects of the specifications, as they did not possess the required technical knowledge.

It is unclear to the SIU what qualified Gillingham to draft the specifications for this bid as he only possessed a matric qualification and was not a nutrition expert.

A review of the tender specifications revealed that a number of unusual specifications were included in the bid, namely:

- The installation of security cameras
- The requirement that bidders must have accredited security personnel with proven track records of installing and monitoring offsite (CCTV) and internet protocol surveillance and be International Standards Organisation 9001:2000 (ISO) compliant
- Bidders were required to have a fully functional integrated maintenance department experienced in facilities management with a minimum of 5 years experience
- Bidders were required to have a temporary mobile facility which complied with minimum health requirements to be utilised whilst the kitchens were being upgraded
- Bidders were required to procure the services of two qualified dieticians on their full time payroll, despite DCS having full-time dieticians on their payroll.

The SIU has further established from the witness²² that Agrizzi requested him to develop a solution for the installation of various types of security equipment in correctional centre kitchens. According to him, he was informed by Agrizzi that the solution would be added to the tender specifications to ensure that Bosasa enjoyed an advantage over the other bidders. The witness advises that this solution formed part of the eventual tender specifications.

In the bid, the following security equipment was specified:

- Surveillance cameras in the kitchens
- Digital video recorders in each kitchen office
- Control and review personal computers in each kitchen office
- Access control systems in store rooms and fridges



²² The affidavit of this witness will be withheld and provided to DCS upon request

- Wide area network connectivity to provide off-site surveillance.

During the security roll-out for the kitchens tender in August/September 2004, the witness was introduced to Mansell who had previously visited the Bosasa premises. The witness was informed that Mansell was a consultant and former partner of a Mr G Watson (**Watson**), the CEO of Bosasa. According to the witness, Mansell occupied an office in one of the Bosasa buildings and was often in the company of Agrizzi.

The bid evaluation and adjudication process

On 1 July 2004, the Code of Conduct and Declaration of Interest forms were signed by the members of the BEC in terms of which they were required to declare their interest, if any, in any of the bidders. Gillingham, as chairperson of the BEC, signed this form and indicated that he had no interest in any of the bidders for the kitchens contract.

Despite the fact that the kitchens contract was not a tender for consultant services, the DCS used the price and functionality tender evaluation method. Truter confirms that only Bosasa and Sechaba Catering Services (**Sechaba**) met the threshold for functionality and hence qualified for the second phase.

Members of the BEC²³ were informed by Gillingham, the Chairperson of the BEC, that the purpose of the kitchens tender, was to ensure that DCS complied with the amendments to the Correctional Services Act, with specific reference to section 8(5), referred to earlier.

The SIU interviewed Dr J Coetsee²⁴ (**Coetsee**), a member of the BEC that evaluated the kitchens tender. He informed the SIU that during the evaluation of the kitchens tender by the BEC, he observed that although the budget for the kitchens tender had been sourced from the Directorate: Health Care Services, this directorate had not requested the tender. Other BEC members further observed that the entire tender process had been managed by Gillingham.

From documentation made available to the SIU, it appears that after the awarding of the contract to Bosasa, a complaint was received from Sechaba, questioning the basis on which the tender was awarded to Bosasa. Sechaba complained that its pricing was reasonable in the light of its knowledge of prisons and high volume



²³ See affidavit of Mr Coetsee, attached as Annexure 18

²⁴ Ibid

feeding. In its response to the complaint, the DCS stated that the BEC was satisfied that Bosasa had best met the requirements for the tender.

The SIU in the course of its investigation obtained a file relating to allegations of maladministration and misconduct. It was alleged that Gillingham had an affair with his secretary, submitted fraudulent subsistence and travel claims (**S&T claims**) and had intimidated certain staff members.²⁵ Disciplinary action was recommended by DCS Deputy Commissioner: Legal and Special Operations, Adv T Mqobi (**Mqobi**), and DCS Chief Deputy Commissioner (**CDC**) Central Services, Ms J Schreiner. Contrary to the recommendations, Commissioner Mti sent a letter to Gillingham in which on the one hand he chides him for his misconduct, but on the other thanks him for repaying the irregularly obtained S&T monies. In the same letter, Commissioner Mti proceeded to appoint Gillingham as the DCS Acting CFO, which effectively gave him oversight of the procurement division. This appointment was shortly before the kitchens tender was awarded to Bosasa.

For ease of reference, the names of the members of the BEC and NBAC are set out in Table 3 below. It will be noticed that Gillingham served on both committees, in the BEC as its chairman and in the NBAC, in an advisory capacity.

Table 3: BEC and NBAC members for the kitchens tender	
Bid Evaluation Committee	
Gillingham (Chairperson)	CDC Finance
Coetzee	Dir: Formal Education
Davids	Area Commissioner: Johannesburg Management Area
Mabena	Dir: Health Care Services
Mdletye	Area Co-ordinator: Development and Care: Durban Correctional Centre
Moodley	DC: Personnel Corrections
Maako	Dir: Contract Management
Lenkoe	Regional Head: Development and Care: Gauteng
FJ Venter	Secretary to BEC
National Bid Adjudication Committee	
Schreiner (Chairperson)	CDC: Central Services
Sishuba	CDC: Development & Care
Gillingham	CDC: Finance (Advisory Capacity)



²⁵ These details were obtained from the disciplinary file compiled by the DCS DIU

Ngubo	DC: Supply Chain Management
Mapasa	Dir: Procurement
Pretorius	Procurement: Secretariat
Aries	Procurement: Secretariat
Truter	Procurement

The cyber forensic expert's evidence

Malan recovered a document entitled *Checklist.doc*, obtained from the images seized at Gillingham's residence. The document contains bid evaluation criteria and guidelines for evaluating the kitchens tender. These criteria and guidelines obviously, should not have been in the possession of any bidder and especially not before the submission of tenders, since it would enable the bidder to know in advance the weighting of certain factors relevant to the tender.

Malan was able to establish that the document was created on 28 June 2004, and saved on the same date by Agrizzi. According to Malan, the document originated from Agrizzi's computer but the date of first creation could not be established, given the fact that Bosasa had used the *Eraser* utility to selectively erase certain information on its servers. Significantly, however, 28 June 2004, was the date on which DCS started to screen the bids in the kitchens tender.

Email logs between Agrizzi, Mansell and kobus@bfn.co.za

During the SIU's investigation of the access control tender an email address²⁶, Kobus@bfn.co.za, was linked to Gillingham.

According to Venter, Gillingham explained to him that kobus@bfn.co.za was his residential e-mail address.

The SIU determined that this email address belonged to an entity called *Network and Computing Consultants (NCC)*, situated in Bloemfontein.

Mr F De Villiers²⁷ of NCC informed the SIU that kobus@bfn.co.za was an email address belonging to Bosasa and paid for monthly by Bosasa between August 2004 and March 2005.



²⁶ Discussed in detail in section 8.2.1 titled "The Bid Specifications"

²⁷ See affidavit of Mr F De Villiers, attached as Annexure 19

The SIU obtained email logs from NCC and found two emails sent from Gillingham to Agrizzi on 26 April 2004 with the subject, "Tender Evaluation Criteria – Danny Mansell" and "Reviewed Documents". These documents were sent approximately one month before the kitchens tender was advertised.

During a search conducted by the SIU at Gillingham's residence in terms of section 6 of the Act, a business card in Gillingham's name was found that reflected that he was a consultant for *Consilium (Pty) Ltd* (established by the SIU as an affiliate company within the Bosasa Group). Furthermore, the contact information on the card included the email address, kobus@bfn.co.za.²⁸

The extension of the kitchens contract

As already observed, the kitchens tender covered seven management areas. The contract signed with Bosasa did not mention seven satellite correctional centres falling within these seven management areas. On 29 September 2004, Bosasa proposed to Gillingham that the seven satellite correctional centres be included by way of an extension of the kitchens tender.

The extension was recommended by Gillingham and authorised by Commissioner Mti on 17 May 2005.

The extension of the kitchens tender period

In October 2006, an extension of the contract was required because the contract would expire on 31 July 2007. The DCS was required to decide whether DCS personnel should render the services in future or a new tender should be advertised. The contract was extended by a year in order for the DCS to determine whether it should outsource the service again or provide the service itself. The contract was further extended for a period of six months.

A new kitchens contract HK14/2008, was awarded to Bosasa on 6 January 2009. The contract period for this contract was three years. In the course of a desktop analysis conducted by the SIU, it could not find any needs analysis or feasibility study for the new contract.

A disqualified bidder, Royal Sechaba (Pty) Ltd, previously Sechaba Catering Services, has since instituted legal proceedings against DCS and Bosasa to have this



²⁸ See copy of business card. Annexure 20

latter tender process reviewed and set aside. These proceedings are at present pending in the North Gauteng High Court.

Benefits received by Gillingham and Mti

The SIU has established that Gillingham received financial benefits from Bosasa over a period of time, for which he gave no valuable consideration. Whilst on the evidence, the payment of the benefits cannot be directly linked to a particular tender dealt with in this report, the timing of the benefits and the tenders lead the SIU to conclude that there is on the evidence a sufficient link between the benefits and the awarding of all of the tenders dealt with herein.

The benefits received by Gillingham and Commissioner Mti are dealt with in more detail later in section 9 of this report.

8.1.2 Findings

The evidence gathered by the SIU, shows that there were clear deviations from the SCM: Guide for Accounting Officers, more particularly, in that the end user department was not included in the bid process. There was also no proper financial planning for this tender in that there was no feasibility study nor needs analysis conducted.

The evidence shows that Gillingham, outside of his normal duties, played an integral role from the outset in the procurement process in relation to the kitchens tender and was irregularly instrumental in the development of the tender specifications for the tender.

According to the witness, Bosasa irregularly participated in drafting the specifications for the tender under discussion and this fact was not disclosed by Gillingham during the bid evaluation process. On the evidence of the witness, the specifications were drafted in such a manner that the security aspects of the tender provided Bosasa with a clear advantage over other bidders. It is therefore not surprising that only two bidders were found to meet the functionality requirements by the BEC.

Furthermore, on the evidence of the cyber forensic expert, a document containing the bid evaluation criteria and guidelines for evaluating the tender was found in electronic data seized at Gillingham's residence, having originated from Agrizzi. The creation date of this document on Gillingham's computer was 28 June 2004 and was saved on Agrizzi's computer on the same day. Significantly, the DCS commenced with the screening of the tenders received in respect of the kitchens tender on 28 June 2004.



Whilst, Malan could not determine the date of first creation on Agrizzi's computer, the evidence raises two concerns: first, whether Agrizzi (and as such Bosasa) was in possession of the document at the time that Bosasa's tender was submitted for the kitchens tender, and second, whether Bosasa was party to the drafting of the evaluation criteria and guidelines for evaluating the tender. Obviously, if this were so, it would not only have subverted the entire procurement process because it would have placed Bosasa in an unduly advantageous position with reference to its competitors, but it would also have exposed the DCS to civil suits from unsuccessful bidders.

Given the fact that there was no BSC constituted to prepare the specifications for the kitchens tender, the fact that Gillingham played an integral role in the preparation of these specifications, the fact that these specifications were prepared in such a way as to favour Bosasa and the fact that a document containing the bid evaluation criteria and guidelines for evaluating the tender, was found on Gillingham's computer – having originated from Agrizzi – leads the SIU to believe that Bosasa along with Gillingham was not only involved in the drafting of these bid specifications for the kitchens tender but also in the drafting of the bid evaluation and guidelines thereof.

Paragraph 1.1 of practice note SCM 3 of 2003 provides that the price/functionality tender evaluation method applies only in tenders where consultant services are procured. It is therefore clear that to the extent that the kitchens tender did not involve consultant services, the price/functionality tender evaluation method applied to the kitchens tender, was in conflict with paragraph 1.1 of practice note SCM 3 of 2003.

The evidence clearly indicates that Gillingham received financial benefits from Bosasa after the award of the kitchens tender. The SIU was unable to find any lawful cause for such benefits being made to Gillingham. The evidence further shows that Mansell and Smith were instrumental in effecting these benefits to Gillingham.

The SIU is of the view that the acceptance by Gillingham of financial and other benefits from Bosasa around the time that the kitchens tender was awarded was both irregular and unlawful.

The impact on the kitchens tender and the other tenders, of the receipt of benefits by Gillingham and Commissioner Mti, are more fully dealt with under the discussion of the benefits received by them in section 9.

Turning to the extension of the kitchens contract, the evidence shows that the kitchens tender was extended upon the recommendation by Gillingham and



authorised by Commissioner Mti on 17 May 2005. In light of the irregular benefits received by Commissioner Mti the extension of this contract was irregular and unlawful.

8.1.3 Recommendations in respect of the kitchens tender

The SIU recommends that:

- the DCS considers instituting civil proceedings in the appropriate forum for the recovery of any losses that might have been sustained by DCS on account of the award of the kitchens tender to Bosasa
- the DCS considers instituting disciplinary proceedings against Gillingham (Commissioner Mti no longer being in the employ of DCS) arising from his irregular conduct relating to the procurement process involving the kitchens tender
- the NDPP considers instituting criminal proceedings against Gillingham, Commissioner Mti, Bosasa, the latter's office bearers and to the extent that Mansell, Agrizzi and Smith may not be office bearers of Bosasa, that they also be considered for prosecution in their personal capacities
- the DCS cooperates with the NPA for the purposes of prosecuting the persons and entities mentioned above.



8.2 The access control tender: HK2/2005

The access control tender was awarded to Sondolo on 11 April 2005. The scope of the access control tender entailed the supply, delivery, installation, commissioning, support and maintenance of a comprehensive access control and body scanning system with CCTV coverage of DCS staff and inmates at 66 Maximum Security Facilities/Centres of Excellence. The advertisement for the access control tender was published on 4 February 2005. The contract was valued at R236 997 385.31.

This tender was extended to include the staffing of the control rooms at the 66 sites. This extension took place after the awarding of the initial contract.

8.2.1 Evidence gathered

The timeline of the tender process

The tender for access control was published on 4 February 2005, with the closing date on 25 February 2005. The usual time for bidders to respond to the tender advertisement is 30 days, but the time for this tender was reduced to 21 days. The authorisation for such a reduction in time was given by the then Acting National Commissioner, Mr V Petersen (**Petersen**) on 27 January 2005.

The SIU established from Venter, the circumstances leading up to the advertising and awarding of this tender. Venter informs that towards the end of 2004, he was informed by Mr W Damons (**Damons**), Deputy Commissioner: Facilities and Security Management, that R90 million that had been budgeted for expenditure on infrastructure within the DCS would not be spent by the DCS Building and Management Division, before the financial year end. Damons instructed him to spend the money to improve security at prisons with existing Repair and Maintenance Programme (**RAMP**) programmes, by means of variation orders. RAMP projects are an initiative started by the DPW to upgrade various government facilities. The DCS, at the time, had many RAMP projects running with the DPW at various correctional centres.

In pursuance of the instruction from Damons, Venter drafted a plan indicating at which correctional centres the money would be spent, what equipment was required, as well as the cost, amounting to R89 517 000. A memorandum requesting approval of the plan was approved by Messrs F Mocheko (**Mocheko**) DCS Director of Building



and Maintenance: Pretoria and Damons on 18 November 2004 after confirmation was received that the money was available.

According to Venter, the plan was approved by Mlombile on 3 December 2004, who commented that Commissioner Mti wanted the option of the DCS acquiring the equipment without the assistance of the DPW due to time constraints. Gillingham then requested him to obtain prices for security equipment as well as the specifications for the following security equipment from the DPW:

- Walk through metal detector
- X-ray scanner
- Security spike boom barrier system, and
- CCTV system (closed circuit television system).

In a memorandum dated 9 December 2004, Venter not only acknowledged the benefits of using the DPW, but also pointed out that his directorate had always been satisfied with the manner in which the DPW had procured equipment in the past. The memorandum was addressed to the following role players within the DCS, namely, Mocheke, Sokupa, Damons, Mlombile, Gillingham and Commissioner Mti.

In Venter's memorandum of 9 December 2004, he requested that the following points be considered:

- Employment of the necessary expertise to ensure that durable equipment was procured
- That the necessary expertise be obtained to ensure that correct equipment was installed, that the components complied with the specifications and were compatible with DCS systems
- The inclusion of a maintenance contract for a minimum period of 5 years
- That long delivery periods may result in some equipment only being installed during the following financial year
- That the DCS should continue to use the expertise of the DPW for the erection of security fences through the RAMP programmes.

According to Venter, he received the following responses to his memorandum:

- Mocheke supported the recommendation that the fences be erected through the DPW
- Sokupa recommended that all the equipment be procured by the DCS's Procurement Directorate



- Damons supported the recommendation that the fences be erected through the DPW, but in addition, recommended a tender process by the DCS in respect of the security equipment
- Gillingham supported the recommendation regarding the security fences, but suggested that the DCS follows its own procurement process in respect of the security equipment and that all the funds should be allocated before the end of March 2005

Commissioner Mti, whilst approving the recommendations made by Sokupa, Damons and Gillingham, commented that the relevant concerns raised by Venter would be taken into consideration, but that the DCS should follow its own tender process so as not to experience delays from the DPW.

For ease of reference, the sequence of key events involved in the bid process for the access control tender, is encapsulated in Table 4.

Table 4: Chronology of events regarding the bid process of tender HK2/2005	
Date	Activity
18 Nov 2004	Damons drafts memorandum indicating R90 million available for expenditure, proposing it be utilised at centres with existing RAMP programmes
9 Dec 2004	Commissioner Mti grants approval to proceed with tender
14 Jan 2005	Gillingham commences drafting of tender specifications
24 Jan 2005	Gillingham emails Mlombile bid specifications originating from kobus@bfn.co.za
19 – 26 Jan 2005	Meetings are held to finalise the drafting of tender specifications
27 Jan 2005	Mlombile forwards specifications to Venter
28 Jan 2005	Tender specifications are finalised
4 Feb 2005	Tender is published in the government gazette
14 Feb 2005	Compulsory information briefing is held
25 Feb 2005	Bid closed: 17 bids received as well as 3 late bids
2 Mar 2005	Initial screening of bids is finalised
9 Mar 2005	Motivation for the appointment of BEC members is drafted by Gillingham
16 Mar 2005	Gillingham signs the Declaration of Interest and Code of Conduct
	Instructions are given to the members of the BEC
11 April 2005	NBAC recommends tender be awarded to Sondolo
19 Apr 2005	Contract between DCS and Sondolo is signed



The bid specifications

According to Venter, Mlombile contacted him on 27 January 2006, in connection with an e-mail he had received from Gillingham. Attached to the e-mail, was a document containing specifications for security equipment. Mlombile was concerned by the fact that the individual who had forwarded the document to Gillingham, a certain Kobus with the email address of Kobus@bfn.co.za, was unknown to him. According to Venter, Mlombile suspected that the specifications contained in the document sent to Gillingham, were not drafted by DCS officials.

Venter informed that he investigated the origin of the email and found that the author of the document was an individual called "Danny" and that the e-mail address from which the document had been sent belonged to an entity called *Network and Computing Consultants (NCC)*, situated in Bloemfontein.

Venter then sent a memorandum to Damons, Mlombile and Gillingham in which he raised his concern not only about the origin of the document forwarded to Gillingham, but also the inadequacy of the bid conditions and specifications in the following respects:

- no provision was made for access control at entrances used by DCS officials and SAPS members, which were also being used for the admission and release of offenders
- no provision was made for access control at gates used by work teams at the Centres of Excellence
- no provision was made for equipment to scan items that were being delivered, or the person/s making the delivery
- the Directorate Security Management Services did not possess the expertise required for the purpose of drafting technical specifications, which the DPW had previously drafted
- the CCTV coverage focussed on people entering the secure areas but no mention was made of people exiting these areas.

Venter further informed that he did not receive any feedback regarding the concerns raised in his memorandum regarding the origin and inadequacy of the bid conditions and specifications that were forwarded to Gillingham. According to Venter, Gillingham explained to him that kobus@bfn.co.za was his residential e-mail address, from which he forwarded the document to his official DCS e-mail address.



Through the SIU's investigation, it was established that there was no Kobus employed as a consultant at the DCS and further, kobus@bfn.co.za, was an email address belonging to Bosasa and paid for monthly by Bosasa between August 2004 and March 2005, which includes the day on which the document was emailed to Gillingham.²⁹ The SIU was further able to establish that a number of emails were sent by Agrizzi to Kobus.³⁰

During a search conducted by the SIU at Gillingham's residence in terms of section 6 of the Act, a business card in Gillingham's name was found that reflected that he was a consultant for *Consilium (Pty) Ltd* (previously established by the SIU as an affiliate company within the Bosasa Group). Furthermore, the contact information on the card included the email address, kobus@bfn.co.za.³¹

The SIU was further able to establish that despite it not being within the course and scope of Gillingham's duties, he had assumed responsibility for the drafting of the bid specifications. This fact accords with Venter's evidence that he was not aware of any committee that was formed for the specific purpose of drafting the specifications for this tender.

The witness referred to previously, advised that in December 2004, he was given a document by Agrizzi that contained specifications for security measures at prisons. Agrizzi informed him that the document was for a tender, which the DCS was going to advertise in the near future. Agrizzi instructed him to ensure that the specifications were up to date with modern technology and to align them with the technology Bosasa was employing in the kitchens contract. The witness further advised that his previous involvement in the drafting of the kitchens tender specifications had made the task assigned to him by Agrizzi easier.

The witness further informed that Agrizzi had told him that he (Agrizzi) had informed the Bosasa team that the bid price had to be in the region of R80 million and the bid presentation should include aspects such as system design, costing and maintenance.

The SIU was further advised by the witness that it took him a few weeks to improve upon the specifications contained in the document given to him by Agrizzi. These improved specifications were later presented to Agrizzi.



²⁹ See Annexure 19

³⁰ It is important to note here the email sent between Agrizzi, Mansell and kobus during this tender and the kitchens tender

³¹ See Annexure 20

According to the witness, he later identified a number of similarities between his improved specifications and those contained in the tender advertisement.

According to documentation obtained from the Registrar of Companies, Sondolo (Pty) Ltd was only registered as such on 18 February 2005, that is, 7 days before the closing of the tender. Since the tender specifications required a proven track record of at least 5 years in the Information Technology (IT) industry, Sondolo clearly did not satisfy that requirement.

Further information sourced from the Sondolo bid documentation indicated the following shareholding in Sondolo:

- Bosasa (40%)
- Kgwerano Financial Services (Pty) Ltd (25%)
- Bancar Investment Holdings (Pty) Ltd (25%)
- Bosasa Youth Development Foundation (Pty) Ltd (10%) – Section 21 Company

As already observed, Kgwerano, Bancar and Bosasa Youth Development are all affiliate companies within the Bosasa Group.

The witness pointed out the following aspects that would have made it very difficult for other bidders to submit a sufficiently compliant bid:

- Given the close association between Bosasa and Sondolo and the former's knowledge of the prisons environment on account of its contractual relations in terms of the kitchens tender, its prior knowledge of the bid specifications and the exclusion of site visits allowed Sondolo to enjoy an undue advantage over other bidders
- Despite the technical nature of the bid, which would have required intensive research, the normal period of 30 days for the submission of bids was reduced to 21 days.

The cyber forensic expert's evidence

Malan obtained electronic copies from the DCS of the earliest versions of the tender specifications in respect of all the tenders forming the subject of the SIU's investigation into Bosasa and its affiliate companies. During the course of this investigation, Malan mirror imaged the servers of Bosasa and the laptops of Agrizzi, van Tonder and Vorster.



Malan used the electronic copies of the bid specifications that he had obtained from the DCS in an effort to establish whether there were any similar or identical bid specifications in the Bosasa data. Despite the deletion of information by Bosasa from its servers, Malan was able to identify a document named *cctv bid.doc* both in the electronic data received from the DCS and on one of Bosasa's servers.

The document on Bosasa's server indicated that it was last printed on 13 January 2005. The author of the document was "Danny" and the document was revision 2. The document contained specifications relating to the access control tender. This document was also found on the DCS server and was attached to an email Mlombile received from Gillingham on 24 January 2005. This document indicated that it was revision 4 of the document; the document found on Bosasa's server was revision 2.

The bid evaluation and adjudication process

On 16 March 2005, the Code of Conduct and Declaration of Interest forms were signed by the members of the BEC, in terms of which they were required to declare their interest, if any, in any of the bidders. Gillingham, as chairperson of the BEC, signed this form, indicating that he had no interest in any of the bidders for this contract.

In this bid, the price/functionality tender evaluation method was utilised. Only Sondolo satisfied the threshold for functionality, thus enabling it to be considered in the pricing phase.

Despite Pinnacle Technology Holding (Pty) Ltd (the second highest bidder) obtaining only 68.13% for functionality, it was included for consideration in the pricing phase.

The BEC recommended to the NBAC that Sondolo be awarded the contract. Following this recommendation, the NBAC after its deliberations awarded the contract to Sondolo on 11 April 2005.

For ease of reference, the name of the members of the BEC and NBAC are set out in Table 5 below. It will be noticed that Gillingham served on both committees, in the BEC as its chairman and in the NBAC in an advisory capacity.



Table 5: BEC and NBAC members for the access control tender

Bid Evaluation Committee	
Gillingham (Chairperson)	CDC: Finance
Tshele	Regional Co-ordinator Security: Gauteng
Lethoba	Director Systems Development
Kunene	Regional Commissioner Limpopo, Mpumalanga and North West
Malinga	Area Manager Modderbee
Lenkoe	Regional Head: Development & Care: Gauteng
Damons	DC: Facilities & Security
F Venter	Secretary of the Committee
Steyn	Deputy Director Security Management
National Bid Adjudication Committee	
Sishuba (Chairperson)	CDC: Development & Care
Gillingham	CDC: Finance (Advisory Capacity)
Petersen	CDC: Corporate Services
Ngubo	DC: Supply Chain Management
Sokupa	Dir: Facilities Planning & Development
Mapasa	Dir: Procurement
Pretorius	Acting DD: Tender Management
Ntuli	SPAO: Tenders
Aries	Procurement: Secretariat
Truter	Clerk: Tenders
Du Preez	Clerk: Tenders

The extension of the access control contract

Venter was made a member of the steering committee that managed the access control contract after it was awarded to Sondolo, and as such, attended steering committee meetings.

The witness referred to previously, who also attended various steering committee meetings, informed that when the DCS had to identify DCS officials for training by Sondolo to monitor the control rooms, it became apparent that the DCS was experiencing staff shortages of suitably computer literate personnel, an essential skill required for the access control contract. He further informed that Agrizzi suggested to



him that he propose to the steering committee that Sondolo would be able to provide the DCS with trained personnel to fulfil the function, which he accordingly did. He did not attend further steering committee meetings and was not sure if DCS acted upon his recommendation.

At one of the steering committee meetings, Gillingham raised the question of outsourcing the staffing function for the control rooms. Gillingham questioned the fact whether or not it would be a cheaper option for DCS to appoint a contractor to provide the staff for the control rooms.

Cost comparisons conducted internally in the DCS indicated that outsourcing the staff component would be cheaper than training DCS members to man control rooms. According to Venter, the initial plan was to outsource the staffing function of only the regional and national control rooms. However, in awarding the contract to Sondolo, the local control rooms were also included in the contract.

Ngubo a procurement official within the DCS, requested the extension of the contract via a memorandum. Commissioner Mti extended the contract on 4 August 2005 and the extension was valued at approximately R200 million.

Contract management

According to Mr Steyn³² (Steyn), the former Deputy Director: Security Management Services, all the work for the access control tender was completed. He confirmed that the maintenance agreement for the tender came into effect on 1 April 2007, and that R2 173 567.92 was paid to Sondolo per month, from the Goods and Services budget of the Directorate Security Management Services, for the maintenance.

Although Steyn indicated that there was no problem in the execution of this tender, the OAG highlighted that it has information that the service provider did not deliver the quality of security equipment specified in the bid specifications.

Benefits received by Gillingham and Mti

The SIU has established that Gillingham received financial benefits from Bosasa over a period of time, for which he gave no valuable consideration. Whilst on the evidence, the payment of the benefits cannot be directly linked to a particular tender dealt with in this report, the timing of the benefits and the tenders led the SIU to conclude that



³² See affidavit of Mr Steyn, Annexure 21

there is, on the evidence, a sufficient link between the benefits and the awarding of all of the tenders dealt with herein.

The benefits received by Gillingham and Commissioner Mti are dealt with in more detail later in section 9 of this report.

8.2.2 Findings

This contract was awarded on 11 April 2005 to Sondolo, a company in which Bosasa is a 40% shareholder.

The evidence shows that there were clear deviations from the *SCM: Guide for Accounting Officers*, more particularly, in that the end user departments were not included in the bid processes. According to the evidence, there was no proper financial planning for this tender in that there was no feasibility study or needs analysis conducted and the budget for this tender was significantly exceeded.

As in the kitchens tender, Gillingham, outside of his normal duties, played an integral role from the outset in the procurement process in relation to the access control tender and was greatly instrumental in the development of the tender specifications for the said tender.

On the evidence of the witness and Malan, Bosasa participated in drafting the bid specifications for this tender. Agrizzi, according to the witness, requested him to prepare specifications in line with the technology Bosasa was employing in the kitchens contract. The witness subsequently identified a number of similarities between the specifications prepared by him and those in the advertisement for this tender. Furthermore, on the evidence of the witness, the specifications were drafted in such a manner that the security aspects afforded Bosasa a clear advantage over the other bidders.

On the evidence of Malan, a document titled "cctv bid.doc" was retrieved from the DCS and Bosasa systems. The document contained specifications for the access control tender. Version 2 of the document was found on the Bosasa system, whilst version 4 thereof was emailed by Gillingham from an email address belonging to Bosasa, to Mr S Mlombile (Acting Chief Deputy Commissioner: Corrections) (Mlombile) of DCS.

Given the fact that there was no BSC constituted to prepare the specifications for the access control tender, the fact that Gillingham played an integral role in the preparation of these specifications, the fact that these specifications were prepared in such a way as to favour Sondolo and the fact that a document containing the bid



specifications for the tender was found on Bosasa's servers (indicating that it was last printed on 13 January 2005, a day before Gillingham commenced drafting the tender specifications – some three weeks before the tender was published) led the SIU to believe that Sondolo/Bosasa, along with Gillingham, were involved in the drafting of the bid specifications for the access control tender.

The evidence further shows that the bid submission period was reduced to 21 days, without any apparent cause. Given the technical nature of the tender and Bosasa's participation in the drafting of the specifications for the bid, the shortened period for submission of bids and the fact that no site visits were allowed, provided Sondolo with an unfair advantage over the other bidders. The SIU was unable to find any evidence indicating that there was any urgency for the resource covered by the access control tender.

Paragraph 1.1 of practice note SCM 3 of 2003 provides that the price/functionality tender evaluation method only applies in tenders where consultant services are procured. It is therefore clear that to the extent that the access control tender did not involve consultant services, the price/functionality tender evaluation method applied to the access control tender was in conflict with paragraph 1.1 of practice note SCM 3 of 2003.

Since Sondolo enjoyed access to the correctional centre environment because of Bosasa's kitchens contract, the fact that no site visits were allowed, in effect, afforded Sondolo a significant advantage over its competitors.

Furthermore, despite it being a bid requirement that bidders should have five years' experience, Sondolo had only been registered 7 days before the closing of bids, yet Sondolo was awarded the tender. This was obviously irregular, since Sondolo should have been disqualified at the BEC stage.

The evidence clearly indicates that Gillingham and Commissioner Mti had received financial benefits from Bosasa. The SIU was unable to find any lawful cause for such benefits being made to Gillingham and Commissioner Mti. The evidence further shows that Mansell and Smith were instrumental in effecting these benefits to Gillingham and Commissioner Mti.

The SIU is of the view that the acceptance by Gillingham and Commissioner Mti of financial and other benefits from Bosasa around the time that the access control tender was awarded, was both irregular and unlawful. Furthermore, Gillingham's failure – he served on the BEC and the NBAC – to disclose this during the



procurement process infringed paragraph 16A8.4 of the Treasury Regulations and as such, constituted an abuse of the supply chain management system.

The impact on the access control tender and the other tenders of the receipt of benefits by Gillingham and Commissioner Mti, will be dealt with more fully under the discussion of the benefits received by them in section 9 of this report.

Turning to the extension of the access control contract, the evidence shows that the access control tender was extended upon the recommendation of Ngubo and authorised by Commissioner Mti on 4 August 2005. In light of the irregular benefits received by Commissioner Mti the extension of this contract was irregular and unlawful.

8.2.3 Recommendations in respect of the access control tender

The SIU recommends that:

- the DCS considers instituting civil proceedings in the appropriate forum for the recovery of any losses that might have been sustained by DCS on account of the award of the access control tender to Sondolo
- the DCS considers instituting disciplinary proceedings against Gillingham (Commissioner Mti no longer being in the employ of DCS) arising from his irregular conduct relating to the procurement process involving the access control tender
- the NDPP considers instituting criminal proceedings against Gillingham, Commissioner Mti, Sondolo, Bosasa, their office bearers and to the extent that Agrizzi, Mansell and Smith may not be office bearers of either Sondolo or Bosasa, that they also be considered for prosecution in their personal capacity
- the DCS cooperates with the NPA for the purposes of prosecuting the persons and entities mentioned above.



8.3 The fencing tender: HK24/2005

The fencing tender was awarded to Phezulu on 29 November 2005. The scope of the fencing tender entailed the supply, delivery, installation and commissioning of security outer perimeter fences with taut wire for outer and inner fences and CCTV surveillance cameras at various correctional centres. The contract value was approximately R486 937 910.

The fencing tender was published on 14 October 2005, with closing date on 14 November 2005. The contract between Phezulu and the DCS was signed on 30 November 2005.

8.3.1 Evidence gathered

The timeline of the tender

For ease of reference, the chronology of the key events involved in the bid process for the fencing tender, is summarised in Table 6 below.

Table 6: Chronology of the key events involved in the bid process for the fencing tender

Date	Activity
19 Sept 2005	Received the standard technical specifications for outer perimeter fences for prisons from DPW
20–30 Sept 2005	Compilation of bid specifications
4 Oct 2005	Compilation of Bid documents
6 Oct 2005	Request to government printers to publish the bid invitation
14 Oct 2005	Bid invitation is published
18 Oct 2005	Memorandum dated 13 October 2005 received from Dir: Facilities Planning and Development confirming availability of funds and providing "Request to Invite Bids"
25 Oct 2005	Compulsory information meeting
14 Nov 2005	Closing date for bids: 6 Bids were received
15 Nov 2005	Initial screening commenced, Tax clearance certificates were requested from 5 of the 6 bidders
15 Nov 2005	Memorandum to Dir: Security Management to convene BEC
17 Nov 2005	Briefing of the BEC
18 Nov 2005	Evaluation of the points for phase 1
18 Nov 2005	Opened financial proposal of short-listed bidder (phase 3)



Table 6: Chronology of the key events involved in the bid process for the fencing tender

Date	Activity
18 Nov 2005	Calculation of points for phase 4
18 Nov 2005	Compilation of draft recommendation
23 Nov 2005	Finalising recommendation to the NBAC
29 Nov 2005	Recommendation approved by the NBAC
30 Nov 2005	Contract between DCS and Phezulu Fencing is signed
1 Dec 2005	Request government printers to publish the results

Planning of the tender

The SIU could find no evidence indicating that a needs analysis, feasibility studies or proper business plans were compiled for the fencing tender.

The fencing tender was initiated by Gillingham, who on 11 August 2005, requested Damons to obtain permission from Commissioner Mti to erect security fences at 26 Centres of Excellence and 22 High Risk Correctional Centres. Damons in turn instructed Venter to draft the required memorandum. Venter's memorandum was dated 24 August 2005. Venter's memorandum requesting approval for the project and:

- dealt with the utilisation of capital funds earmarked for the construction of 4 New Generation Prisons for the purpose of erecting security fences at 26 Centres of Excellence and 22 High Risk Correctional Centres
- identified the centres where security fences should be erected at an estimated cost of R86 487 000 for the Centres of Excellence and R71 379 500 for the High Risk Centres respectively, bringing the estimated cost of the entire project to R157 866 500
- requested that the procurement process be handled by Gillingham and Ngubo.

Attached to the memorandum were the standard technical specifications for outer perimeter security fences normally used by the DPW. Venter had obtained the specifications, on request of Gillingham, from Mr P du Preez (**Du Preez**), employed at the Mechanical Engineering, Fire and Security division of the DPW.

The need for fencing at correctional centres was previously identified during initial discussions for the access control tender during which Venter had indicated the



necessity of involving the DPW for assistance on account of its expertise³³ in this area. Venter's suggestion of the DPW's involvement in the fencing tender was supported by Mocheko, Damons and Gillingham. However, Gillingham later did an about turn, by recommending that the DCS should do its own procurement to the exclusion of the DPW.

Gillingham submitted his request for approval of the fencing tender on 31 August 2005. In his request, he recommended that the DCS should do its own procurement and not make use of the DPW. Commissioner Mti approved the request, including the recommendation that the DPW not be included in the procurement process. It is not possible to state on which date the approval was given, as the Commissioner did not indicate a date under his signature.

Venter informed that he completed the Request to Invite Bids (Tenders) form, on 11 October 2005, but deliberately refrained from completing the estimated expenditure section, as his directorate did not have the budget for such a project. The R180 million allocated for the project came from the savings on the compensation of employees' budget.

A letter from Sokupa, dated 13 October 2005, confirmed the availability of funds from the capital works budget for an amount of R160 million. This letter was, however, dated a month after the publication of the tender advertisement.

Venter further informed that on 9 November 2005, he was requested by Gillingham to conduct an updated costing exercise, with an instruction to include earth works, outer fences, taut wire detection, security lighting, CCTV coverage and integration costs. Because costing fell out of his normal scope of work, he approached the DPW for assistance. The DPW provided him with average prices but not a detailed costing. Based on this information from the DPW, he made a calculation and concluded that the cost of the project would amount to R347 383 550.

Venter was requested by the SIU to explain how the distances of the fences as reflected in a extract from the bid document, entitled "Appendix A – List of Centres", was determined. He explained that due to time constraints, he had requested the Heads of the centres that he had identified as requiring fencing, to appoint officials to measure the distances by foot.



³³ See Venter's statement, Annexure 17

The fencing tender was later amended by subsequent variation orders, amounting to approximately R100 million. The additional work that was required to be done, included, *inter alia*, the removal of trees and sub-stations, construction of guard houses, blasting and installation of generators due to inadequate electricity supply as well as erecting additional fences.

According to Steyn by 22 May 2009, R94 700 270.77 had been paid to Phezulu in respect of variation orders, with R4 335 087.12 still due to them.

The bid specifications

The evidence revealed that Gillingham was the project leader for the fencing tender. Although he held meetings with Damons and Venter from the Security Directorate (the end user), he did not discuss the technical fencing specifications with them. His discussions with them concerned issues relating to the bid document, such as what type of fences should be installed and at which centres.

According to Venter, the end user was excluded to a large extent in the tender process. Neither he, nor any other official from his directorate, was involved in the drafting, amending or approval of either the tender specifications or the evaluation criteria. His involvement was limited to obtaining standard specifications from the DPW and identifying the centres where fencing was required.

According to Venter, no tender specification committee was constituted for the fencing tender. According to Truter, Gillingham had, in accordance with paragraph 3.3.1.2 of chapter 3 of the SCM User Manual, certified that the specifications for the bid were obtained from the DPW as a standard set of needs that were adapted to DCS's specific circumstances. According to him, Gillingham, however, failed to indicate who assisted in or was responsible for making the adaptations to the specifications.

The bid evaluation and adjudication

There was great interest shown in the bid by virtue of the fact that the compulsory information meeting held on 25 October 2005 attracted 85 attendees from various enterprises, including Phezulu, Bosasa and Sondolo. However, despite the fact that there was wide interest shown in the bid, also manifested by the fact that documents were issued to 73 entities, only six bids were received.

Truter, a procurement official with the DCS, informed the SIU that he had received a request from his supervisor, Pretorius, after closure of the bids, to inform



Commissioner Mti who the bidders were. Despite being uncomfortable with the request, because information relating to the tender was confidential and people outside the procurement process should not have access to such information, Truter drafted such a memorandum to the Commissioner.

The Code of Conduct and Declaration of Interest forms were signed by the members of the BEC on 17 November 2005. Only Mr SG Oosthuizen declared an interest by virtue of the fact that his son was employed by one of the bidders' subcontractors, namely, Teqcon (Pty) Ltd. However, Gillingham signed the Declaration of Interest forms indicating that he did not have a personal interest in any of the bids forming the subject matter of the procurement process in the fencing tender.

The BEC used the functionality and price evaluation method for evaluating the fencing tender. However, according to Breytenbach, this approach was incorrect. The functionality and price evaluation method is only applicable when procuring the services of consultants, and not for general services such as construction work, catering, cleaning or security. The correct evaluation method that should have been used in this tender was the preference point system, as previously described.

It was a bid requirement – confirmed by Gillingham at the compulsory briefing session held on 25 October 2005 – that the erection of fences had to be completed by 17 March 2006.

However, Phezulu submitted two sets of project plans. The first dealt with the delivery of materials up to the completion date of 17 March 2006, while the second dealt with erection of the fences by the middle of 2007. The erection, addressed in the second project plan, ran far beyond the completion date.

However, other bidders, such as Provicom and Intervid, submitted a single plan for the tender with a completion date of 17 March 2006.

Despite the fact that both Provicom and Intervid's project plans were consistent with the completion date, Gillingham scored both these companies 0 out of 6 for time frames, while scoring Phezulu full marks for its time frames.

The DCS, according to George, did not comply with the CIDB prescripts, for the following reasons:

- The fencing tender was subject to the provisions of the CIDB Act and its regulations.
- In terms of regulation 24, the DCS should have stated in its invitation for tenders that only contractors that were duly registered with the CIDB would be



considered for the tender and, in addition, the DCS should have placed the invitation on the CIDB website.

- In terms of regulation 18, the DCS (as the employer) should have registered the fencing project with the CIDB within 21 days of it having been awarded.
- George, requested the CIDB Registry Department to confirm whether the DCS was registered as an employer at the time the tender was advertised and awarded; it was not
- Table 8 of regulation 17, prescribes the upper limits of the value range for the different grades and a contractor can only do construction work for the public sector up to the maximum values consistent with its grade
- In terms of regulation 25(9), the DCS should have established whether Phezulu was registered with the CIDB prior to awarding the contract to it. George, requested the CIDB Registry Department to confirm whether Phezulu had been registered at the time. The Registry Department indicated that Phezulu had registered for the first time on 10 May 2007, with a "7" grading which meant that Phezulu could only do construction work up to a maximum value of R30 million. The DCS should consequently have awarded the tender to a bidder with a grading of "9" due to the fact that the tender exceeded R30 million. There is no limit for a "9" grading.

The evidence shows that the non-compliance by Phezulu with the CIDB Act and its regulations were not brought to the attention of the NBAC by the BEC.

The minutes of the NBAC meeting reflect that Gillingham attended the meeting not only in his capacity as CDC: Finance, but also as a BEC representative. The minutes further reflect that Petersen, in his capacity as chairperson of the NBAC, confirmed with all officials present that none had any financial interest in any of the bids before the NBAC, since such person(s) would be required to excuse themselves when the relevant bid is presented. Two bids were evaluated during this particular NBAC meeting, namely, the fencing tender and tender DCS9/2005. The Declaration of Interest forms were distributed to all officials present at the meeting for their signatures and were returned to the chairperson. As in the case with the BEC, Gillingham signed the Declaration of Interest form on which he declared that he had no interest in either Phezulu or its sub-contractor, Sondolo.

For ease of reference, the names of the members of the BEC and NBAC who participated in the fencing tender, are set out in Table 7 below.



Table 7: BEC and NBAC members for the fencing tender

Bid Evaluation Committee	
Gillingham (Chairperson)	CDC: Finance
Damons	DC: Facilities and Security
Venter	Dir: Security Management Services
Oosthuizen	DD: Project Management
Madisa	Regional Co-ordinator: Corrections: Gauteng
Morei	Area Co-ordinator: Corrections: Gauteng
Phaal	Secretary of the Committee
National Bid Adjudication Committee	
Petersen (Chairperson)	CDC: Corporate Services
Gillingham	CDC: Finance (CFO) (Advisory Capacity and BEC representative)
Mlombile	CDC: Corrections
Schreiner	CDC: Central Services
Ngubo	DC: Supply Chain Management
Mapasa	Acting Dir: Procurement
Kgwele	SCO: Secretariat
Aries	COII: Secretariat
Truter	Clerk: Tenders
Davids	Clerk: Tenders

Contract management

On 30 November 2005, Truter forwarded a memorandum to Pretorius, instructing that payments were to be made in strict accordance with the contractual conditions, which provided that:

"The contract manager must certify invoices to the effect that services were delivered correctly and in accordance with the contract before payment can take place".

After the commencement of the contract, the DCS received correspondence from Phezulu indicating that all materials to be used in fulfilling the tender would be purchased from local manufacturers and leading suppliers, including Sondolo and a company by the name of Teqcon (Pty) Ltd.



On 14 December 2005, Phezulu forwarded to the Commissioner, a list of deposits required from DCS, as well as an invoice for a pre-payment of R56 410 172.69. The invoice was attached to a spending plan that reflected how payments should be made in terms of the contract. Venter, who had been appointed as project manager, advised that payment of the first invoice was made on 19 December 2005, by Mr F Venter (F Venter) from Gillingham's office, without any materials having been delivered or work done. Venter only became aware of the payment after it had been made.

On 18 January 2006, F Venter, forwarded Phezulu's second invoice, dated 13 January 2006, to Damons, requesting him to certify it as correct. The second invoice was for R79 138 225.30. Damons, in turn, forwarded this invoice to Venter.

On 20 January 2006, Venter advised Phezulu that it was not clear from the invoice whether materials amounting to the invoice total had been delivered to the sites, as there were no certified delivery notes attached. Venter's concern was that in terms of the contract with Phezulu, 90% of the contract price was only payable on delivery of the full bill of materials. Gillingham, however, instructed Venter that he should verify the spending plan and make payments in terms thereof. The sole purpose, however, of a spending plan, according to Venter, is to determine when materials would be delivered and their value and thus not to make payments that are contrary to the contract.

On the evidence, it would appear that because of the poor planning of this project, the budget was significantly exceeded and in addition gave rise to variation orders valued at R 100 million³⁴.

The evidence shows that Phezulu received 90% of the contract value, amounting to approximately R392 million, prior to the end of the financial year in March 2006 and before any fences had been erected.

The evidence further shows that the integration of the fence to the ON-IMIS access control system at the Johannesburg Correctional Centre is still outstanding, despite the completion date for the project being 17 March 2006.



³⁴ The budget for the project was R 340 million, the contract awarded to Phezulu was R 486 million.

Benefits received by Gillingham and Mti

The SIU has established that Gillingham received financial benefits from Bosasa over a period of time, for which he gave no valuable consideration. Whilst on the evidence, the payment of the benefits cannot be directly linked to this tender or any of the other tenders dealt with in this report, a sufficient link can be established between the benefits and the award of all of the tenders dealt with in this report, having regard to the timing of the benefits and the award of this and the other tenders.

The benefits received by Gillingham and Commissioner Mti are dealt with in more detail later in section 9 of this report.

8.3.2 Findings

This tender was awarded to Phezulu on 29 November 2005.

As in the case of the other two tenders discussed earlier in the report, the SIU could find no evidence of the establishment of a BSC in relation to the fencing tender.

Further, as in the previous two tenders discussed, Gillingham, outside of his normal duties, played an integral role from the outset in the procurement process in relation to the fencing tender and was largely instrumental in the development of the tender specifications for this tender.

There were clear deviations in the fencing tender from the DCS procurement directives, in that the end user directorates were not included in the bid process. There was also no proper financial planning for this tender as there was no feasibility study or needs analysis conducted. This, on the evidence, led to the budget for this contract being significantly exceeded and variation orders valued at R 100 million being authorised.

In this tender, there was a heavy weighting in the evaluation criteria in favour of the integration of the fences with the computer software system, namely, the ON-IMIS system, which Sondolo/Bosasa had introduced into DCS through the kitchens and access control tenders. This weighting unfairly favoured Phezulu on account of it being an affiliate of Bosasa/Sondolo.

Phezulu was also unfairly favoured in another respect. According to the evidence, the bid conditions specify, and Gillingham confirmed in the compulsory briefing session for this tender, that the erection of the fences was to be effected by 17 March 2006. Two bidders each submitted a single project plan that complied with this deadline. However, Phezulu submitted two project plans in terms of which it undertook to



deliver raw materials to the sites by 17 March, with erection to follow only at a much later date. On the face of it, Phezulu's project plans clearly did not comply with the bid's requirement and Gillingham's confirmation thereof, and as such, ought to have been disqualified on the basis of non-compliance.

Despite the fact that Phezulu should have been disqualified by virtue of its non-compliance with the bid requirements and the CIDB Act and its regulations, the NBAC was not informed thereof and proceeded to award the contract to Phezulu on 29 November 2005. This was clearly irregular.

As earlier observed, paragraph 1.1 of practice note SCM 3 of 2003, provides that the price/functionality tender evaluation method applies only in tenders where consultant services are procured. It is therefore clear that to the extent that the fencing tender did not involve consultant services, the price/functionality tender evaluation method applied to the fencing tender was in contravention of paragraph 1.1 of practice note SCM 3 of 2003.

The SIU is of the view that the structure of the fencing contract as regards payment was designed to favour Phezulu. The SIU examined payments made to Phezulu in respect of this tender. In terms of the contract provisions, 90% of the contract price was payable on delivery of the raw materials to the construction site; it was part of the contract conditions that these deliverables had to take place before 17 March 2006. The structure of this contract accordingly, resulted in the DCS making large payments to Phezulu at a very early stage of the contract. Since this payment was shortly before the end of the financial year, this amounts to fiscal dumping.

The evidence clearly indicates that Gillingham received financial benefits from Bosasa after the award of this and the previous tenders. The SIU was unable to find any lawful cause for such benefits being made to Gillingham. The evidence further shows that Mansell and Smith were instrumental in effecting these benefits to Gillingham.

The SIU is of the view that the acceptance by Gillingham of financial and other benefits from Bosasa, was both irregular and unlawful. Furthermore, Gillingham's failure – he served on both the BEC and the NBAC – to disclose this during the procurement process, infringed paragraph 16A8.4 of the Treasury regulations and as such, constituted an abuse of the supply chain management system.



The impact on the fencing tender and the other tenders of the receipt of benefits by Gillingham and Commissioner Mti, will be dealt with more fully later herein under the discussion of the benefits received by them in section 9 of this report.

8.3.3 Recommendations in respect of the fencing tender

The SIU recommends that:

- the DCS considers instituting civil proceedings in the appropriate forum for the recovery of any losses that may have been sustained by the DCS on account of the award of the fencing tender to Phezulu
- the DCS considers instituting disciplinary proceedings against Gillingham (Commissioner Mti no longer being in the employ of DCS) arising from his irregular conduct relating to the procurement process involving the fencing tender
- the NDPP considers instituting criminal proceedings against Gillingham, Commissioner Mti, Sondolo, Bosasa, their office bearers and to the extent that Mansell and Smith may not be office bearers of either Phezulu or Bosasa, that they also be considered for prosecution in their personal capacity
- the DCS cooperates with the NPA for the purposes of prosecuting the persons and entities mentioned above.



8.4 The television (TV) tender: HK25/2005

The TV tender was awarded to Sondolo on 3 March 2006. The scope of the TV tender entailed the supply, delivery, installation, commissioning and maintenance of television systems and monitors, to all correctional centres within the DCS. It was a requirement that the system had to integrate into the local, regional and national control rooms, and had to provide effective video conferencing facilities.

8.4.1 Evidence gathered

The timeline of the tender

As in the fencing tender, the bid invitation for this tender was also published on 14 October 2005, with the same closing date, namely, 14 November 2005. For ease of reference, the chronology of key events in the bid process for the television tender is summarised in Table 8 below.

Date	Activity
3 Oct 2005	Approval obtained for the reallocation of surplus funds from the 2005/2006 budget for numerous projects, including Development (televisions for correctional centres)
7 Oct 2005	DCS requests the government printers to publish the bid on 14 October 2005
13 Oct 2005	Bid documents are finalised
14 Oct 2005	Publication of the bid invitations
18 Oct 2005	Gillingham submits a request to invite bids to the Director: Procurement
25 Oct 2005	Compulsory information meeting
14 Nov 2005	Closing date for bid invitations – 5 bids received
18 Nov 2005	Initial screening completed
21 Nov 2005	Request 2 of the 5 bidders to submit original tax clearance certificates
13 Dec 2005	Briefing of the BEC
14 Dec 2005	Request clarification regarding pricing from Sondolo, and was received
15 Dec 2005	Sondolo receives BEC's recommendation
5 Jan 2006	Recommendation to NBAC is finalised
24 Jan 2006	NBAC meeting – Referred bid back for technical evaluation
25 Jan 2006	Letters of appointment of co-opted members to the BEC for technical evaluation
27 Jan 2006	Technical evaluation by E Phenya and MJ Lethoba



Table 8: Chronology of key events in the TV tender

Date	Activity
30 Jan 2006	Gillingham requests final recommendations on the technical evaluation
7 Feb 2006	Facsimile to all bidders requesting to extend bid validity date, all bidders agreed
17 Feb 2006	Resubmission of recommendation to the NBAC
3 Mar 2006	NBAC approves the recommendation without remarks
10 Mar 2006	Contract between DCS and Sondolo signed
10 Mar 2006	Request government printers to publish the bid results

The planning of the tender

The project was initiated on 3 October 2005, when Mr JJ Venter (JJ Venter), Director: Budget Administration, drafted a memorandum seeking approval for the re-prioritisation and re-allocation of surplus funds from the 2005/2006 budget for a number of projects.

Following JJ Venter's memorandum, Gillingham made a recommendation for the approval of funds for the TV tender. This was granted by the Commissioner Mti on 3 October 2005. R60 million was allocated to the TV project. The funds were re-allocated from the R641 million saving on the Compensation of Employees' budget.

Once it had been established that funds were available, Gillingham became actively involved in the tender process as project leader.

The Communications Directorate, which was the end user in this project, was largely excluded from the tender process. Mr M Wolela, the Deputy Commissioner: Communications (Wolela)³⁵, only became aware of the project 2 or 3 days prior to the tender being advertised. It therefore follows that the Communications Directorate did not initiate the project.

The evidence also shows that no needs analysis or feasibility study was conducted.

As already observed, the advertisement for the TV tender was published on 14 October 2005, yet the evidence shows that on 18 October 2005, Gillingham purported to submit a request to invite bids for the tender to the Director: Procurement. The request indicated that the contract period was for 5 years at an estimated cost of R60 million. In addition, Gillingham stated that the Information



³⁵ See affidavit of Mr M Wolela, attached as Annexure 22

Technology Committee had approved the request and that installation and commissioning had to be completed by 17 March 2006. This request was approved on the same day.

The evidence also shows that the lack of planning and consultation with the end user, resulted in the initial budget of R60 million escalating to R224 364 480, the amount for which the tender was eventually awarded.

The communications directorate believed that the system to be installed would allow the DCS management to communicate with other regions and/or correctional centres from a central point. This was, however, not the case, since the integration according to the tender specifications required the TV system to be integrated with existing DCS technologies (ON-IMIS). Had the end user been involved with drafting of the specifications, it would have indicated that its primary concern was the ability of the system to enable communication from a central point.

The bid specifications

The evidence revealed that no tender specification committee was constituted for the television tender.

Truter informed that he was requested by Gillingham to assist him with the review of the specifications for the TV tender. According to Truter, he, however, only assisted Gillingham in addressing procurement related issues and not the technical aspects of the specifications.

According to a Mr JP Venter (**JP Venter**)³⁶, a principal engineer at the CSIR, he was approached toward the end of 2005 to comment on the specifications for the TV tender. On account of the type of information given to him, he was unable to comment on the technical aspects of the specifications and was able only to comment on superficial and cosmetic issues related to them.

The compulsory information meeting chaired by Gillingham was held on 25 October 2005. During this meeting, Gillingham briefed the attendees on the DCS's objectives in relation to the bid, explained the bid document and highlighted important aspects.



³⁶ See affidavit of Mr JP Venter, attached as Annexure 23

The bid evaluation and adjudication

On 13 December 2005, the Code of Conduct and Declaration of Interest forms were signed by the members of the BEC, in terms of which they were required to declare their interest, if any, in any of the bidders. Gillingham, as chairperson of the BEC, signed this form indicating that he had no interest in any of the bidders for this contract.

As was the case with the previous three tenders, the evaluation method of functionality and price, was used. As in the other three tenders, the threshold for functionality was 70%. Only Sondolo attained the 70% threshold, and as such, qualified to proceed to the next phase.

During phase 2, the BEC unanimously agreed that presentations and site visits were unnecessary, as Sondolo's technical proposal was clear in all respects. The BEC accordingly, recommended Sondolo as the preferred bidder.

The evidence shows that the BEC neither informed the NBAC that the initial budget of R60 million had increased to R224 million, nor did it inform the NBAC of the reasonableness of Sondolo's price.

The NBAC met on 24 January 2006, to consider the recommendations made by the BEC. The NBAC chairperson, Schreiner, required clarification on aspects such as how the need for the bid had been identified and by whom the specifications had been drafted and how the process had been managed. In the course of answering the questions, Gillingham confirmed that no proper business case had been formulated for the project but stated that members from Communications, IT and the CSIR had assisted with the drafting of the specifications for this tender.

Schreiner further inquired why no technical expert from the IT department had been involved in the evaluation process, as the technical requirements were a critical element in the tender. Gillingham replied that there was no one available at the time the evaluation was conducted and that the specifications had been made available to the CSIR and that it had made certain recommendations. However, as already observed, the comments from JP Venter from the CSIR were superficial and cosmetic in nature and did not address the technical aspects of the tender.



For ease of reference, the names of the members of the BEC and NBAC who participated in the procurement process are set out in Table 9 below:

Table 9: BEC and NBAC members for the TV tender	
Bid Evaluation Committee	
Gillingham (Chairperson)	CDC: Finance
Manzini	Dir: Communication Services
Morwane	Dir: Social Work Services
Coetzee	Dir: Formal Education
Gqili	Dir: Sport, Recreation, Arts and Culture
Kunene	Dept Reg Comm.: Limpopo, Mpumalanga and North West
F Venter	Secretary of the Committee
National Bid Adjudication Committee	
Schreiner (Chairperson)	CDC: Development & Care
Sishuba	CDC: Communication
Gillingham	Chairperson of BEC
From documentary evidence at hand, it is not clear who the remaining members were.	

The NBAC referred the bid back to the BEC for technical evaluation. On 25 January 2006, Schreiner co-opted Messrs JP Venter, E Phanya, Director: Customer Relations and M Lethoba, the Director: Systems Development, onto the BEC. The BEC was then mandated to evaluate the bid from a technical point of view and report its recommendations to the NBAC.

The technical evaluation was conducted on 27 January 2006 by the BEC and only two of the three co-opted members. According to JP Venter, despite his having addressed correspondence to the DCS advising that he would be available on both 26 and 27 January 2006, and then from 6 February onward, for a BEC meeting to assist with the evaluation, he was not contacted again and accordingly did not participate in the BEC evaluation.

JP Venter informed the SIU that, in his view, Sondolo had been unfairly favoured by the bid requirement that the TV system and monitors had to be integrated with the existing DCS technologies (ON-IMIS designed by Bosasa), since Sondolo would have had the assistance of Bosasa in integrating the systems. Venter was also believed that it would have been fairer if the integration element had been removed from the specifications and a separate tender for the integration element called for.



The technical committee subsequently met and found that none of the bidders had submitted convincing bids that warranted their being awarded the contract. Both the individual and combined overall technical committee evaluation indicated that none of the bidders had reached the 70% technical threshold, and as such, none could have moved on to the second phase of evaluation. The highest mark Sondolo received from either co-opted member was 67.5%. The technical committee's findings were submitted to Gillingham.

The technical committee's evaluation scores were incorporated by Gillingham into the collective scores of the six other BEC members who had previously evaluated the tender prior to it being sent back by the NBAC for technical review. Thus the scores were effectively based on the scoring of eight individuals. The combination of the scoring of the initial BEC members and the technical committee resulted in the final scores depicted in Table 10.

Table 10: Combined scoring percentages obtained	
Bidders Reviewed	Combined Scoring Percentages
Dimension Data	59.88%
Muster Digicom	22.38%
Connecting Africa	64%
Tat i-Chan Technologies	57.75%
Sondolo IT	80.38%

The BEC's unanimous recommendation that Sondolo be awarded the bid was resubmitted to the NBAC on 17 February 2006. During this meeting, Gillingham informed the NBAC that JP Venter from the CSIR had not been available to assist with the technical review. This statement by Gillingham was, however, incorrect, as Venter had confirmed that he was available on 27 January – the day on which the technical review was conducted – but had not been advised of the meeting. The recommendation was approved on 3 March 2006 by the NBAC, without any further remarks.

The minutes of the NBAC meeting held after the technical review had been finalised, reflected that Gillingham attended not only in his capacity as CDC: Finance, but also as chairperson of the BEC. The minutes further reflected that Declaration of Interest forms were distributed to all members in attendance and that none of the attendees declared any interest in the bid or any of the bidders.

Gillingham signed the Declaration of Interest forms, indicating that he had no personal interest in any of the bids.



The contract was signed between the DCS and Sondolo on 10 March 2006. Despite the delays caused by the technical review, the date for the performance of the tender remained 17 March 2006. This effectively meant that Sondolo had one week in which to complete the entire project countrywide, which it did not do.

Table 11 represents the names of the officials who constituted the NBAC after the technical review had been conducted.

Table 11: BEC and NBAC members for the TV tender	
Bid Evaluation Committee	
Gillingham (Chairperson)	CDC: Finance
Manzini	Dir: Communication Services
Morwane	Dir: Social Work Services
Coetsee	Dir: Formal Education
Gqili	Dir: Sport, Recreation, Arts and Culture
Kunene	Dept Reg Comm.: Limpopo, Mpumalanga and North West
Phenya (Co-opted)	Dir: Customer Relations
Lethoba (Co-opted)	Dir: Systems Development
F Venter	Secretary of the Committee
National Bid Adjudication Members	
Sishuba (Chairperson)	CDC: Development & Care
Petersen	CDC: Corporate Services
Gillingham (Evaluation Committee Chairperson)	CDC: Finance
National Bid Adjudication Members	
Motseki	CDC: Corrections
Ngubo	DC: Supply Chain Management
Tshabalala	DD: Logistic Administration Support
Kgwele	SCO: Secretariat
Aries	COII: Secretariat
Truter	Clerk: Tenders



Contract management

As in the case of the fencing contract, the contract for the TV tender provided that payment of 90% of the bid price would be paid on successful completion of delivery of the full bill of materials on site and 10% after installation.

According to Maako, a number of problems were experienced with the management of the television tender, which apparently stemmed from the lack of planning, and the failure to do a needs analysis and a feasibility study during the initial phase of this tender.

According to Maako, the number of communal cells specified in the specifications did not correspond to the actual numbers at the correctional centres. This resulted in variation orders having to be issued.

Despite the completion date of 17 March 2006, installation of the TV system in the Umtata Management Area only occurred in late 2007 and the beginning of 2008.

The SIU examined the payments made to Sondolo in terms of this contract and discovered an invoice for payment submitted on 13 March 2006, three days after the contract had been signed. The invoice was for R106 million and it was paid on 23 March 2006.

Benefits received by Gillingham and Mti

The SIU has established that Gillingham received financial benefits from Bosasa over a period of time, for which he apparently gave no valuable consideration. Whilst on the evidence, the payment of the benefits cannot be directly linked to this tender or any of the other tenders dealt with in this report, a sufficient link can be established between the benefits and the award of all of the tenders dealt with in this report, having regard to the timing of the benefits and the award of this and the other tenders.

The benefits received by Gillingham and Commissioner Mti are dealt with in more detail later in the report.

8.4.2 Findings

This contract was awarded on 3 March 2006 to Sondolo.

As in the case of the other three tenders discussed earlier, the SIU could find no evidence of the establishment of a BSC in relation to the TV tender.



As in the previous three tenders discussed, Gillingham, outside of his normal duties, played an integral role from the outset in the procurement process in relation to the TV tender and was largely instrumental in the development of the tender specifications for this tender.

Similarly to the previous three tenders discussed, there were clear deviations in the TV tender procurement process from the DCS procurement directives in that the end user directorate was not included in the bid process. There was also no proper financial planning for this tender as there was no feasibility study or needs analysis conducted.

As observed earlier, paragraph 1.1 of practice note SCM 3 of 2003 provides that the price/functionality tender evaluation method applies only in tenders where consultant services are procured. It is therefore clear that to the extent that the TV tender did not involve consultant services, the price/functionality tender evaluation method applied to the TV tender was in conflict with paragraph 1.1 of practice note SCM 3 of 2003.

The SIU is of the view that the structure of the TV contract as regards payment was designed to favour Sondolo. In terms of the contract provisions, 90% of the contract price was payable on delivery of the raw materials to the construction site; it was part of the contract conditions that these deliverables had to take place before 17 March 2006, with installation to follow later. The structure of this contract accordingly permitted the DCS to make large payments to Sondolo at a very early stage of the contract. The payment of R 106 million was paid to Sondolo on 23 March 2006, thirteen days after the contract was signed. Since this payment was shortly before the end of the financial year, this amounts to fiscal dumping.

The evidence clearly indicates that Gillingham received financial benefits from Bosasa after the award of this and the previous tenders. The SIU was unable to find any lawful cause for such benefits being made to Gillingham. The evidence further shows that Mansell and Smith were instrumental in effecting these benefits to Gillingham.

The SIU is of the view that the acceptance by Gillingham of financial and other benefits from Bosasa, was both irregular and unlawful. Furthermore, Gillingham's failure – he served on the BEC and the NBAC – to disclose this during the procurement process, infringed paragraph 16A8.4 of the Treasury regulations and as such, constituted an abuse of the supply chain management system.



The impact on the TV tender and the other tenders of the receipt of benefits by Gillingham and Commissioner Mti, will be dealt with more fully under the discussion of the benefits received by them.

8.4.3 Recommendations in respect of the TV tender

The SIU recommends that:

- the DCS considers instituting civil proceedings in the appropriate forum for the recovery of any loss that may have been sustained by the DCS on account of the award of the TV tender to Sondolo
- the DCS considers instituting disciplinary proceedings against Gillingham (Commissioner Mti no longer being in the employ of the DCS) arising from his alleged irregular conduct relating to the procurement process involving the TV tender
- the NDPP considers instituting criminal proceedings against Gillingham, Commissioner Mti, Sondolo, Bosasa and their office bearers.
- the DCS cooperates with the NPA for the purposes of prosecuting the persons and entities mentioned above.



9 BENEFITS RECEIVED BY GILLINGHAM AND COMMISSIONER MTI³⁷

9.1 Benefits received by Gillingham

A financial analysis conducted in respect of benefits received by Gillingham and his immediate family are dealt with under the following headings:

- Motor vehicles
- Cash and cheque deposits
- Travel
- Rugby season tickets
- Properties
- Private email address

9.1.1 Motor Vehicles

To date, the following vehicles, either purchased in full or partially funded by individuals/entities linked to Bosasa, were received by Gillingham and/or his immediate family members.

VW Golf 5 2005 Model

This vehicle was purchased at the Glen Volkswagen (VW) dealership in Glenvista, south of Johannesburg. Mr Robbie Seegers³⁸ (**Seegers**), the principal dealer at VW, gave the SIU a file, which revealed that the vehicle was purchased by Gillingham on 1 September 2004. The purchase of the vehicle cost R196 959.97.

The client file contained a Bosasa order form for mud flaps and a 6-disc shuttle to the value of R4 050 and an invoice was made out to Bosasa, for R200 260.02.

An analysis of Gillingham's ABSA bank cheque account, revealed a deposit of R196 959.97 made on 30 August 2004, that is to say, two days prior to the purchase date of the vehicle. Information provided by ABSA bank revealed that a cheque had been deposited into Gillingham's account by Smith, with the reference *Mansell*.



³⁷ A timeline illustrating the benefits received by Commissioner Mti and Gillingham and key dates in the four procurement processes are set out in Annexure 24

³⁸ See affidavit of Mr R Seegers, see Annexure 25

Mercedes E Class E270 CDI 2004 Model

This vehicle was purchased by Gillingham from Grand Central Motors (GCM) in Midrand. The SIU obtained the client file from the principal dealer of GCM, Mr J Heyneke³⁹ regarding this purchase. The client file indicated that the initial offer to purchase appeared to have been signed by Frans Vorster on 11 June 2004 for R492 378. A second offer to purchase was signed by Gillingham on 13 October 2004 for R504 659, as extra specifications had been added to the vehicle.

The client file also indicated that on 13 October 2004, Gillingham made a deposit on this vehicle of R120 281 by way of a cheque.

An analysis of Gillingham's ABSA bank cheque account, revealed a deposit of R155 000 made at the Key West Branch in Krugersdorp on 12 October 2004. Information obtained from ABSA bank revealed that the R155 000 cheque deposit was made by Smith with the reference *Mansell*.

The SIU established that the balance of the purchase price of the vehicle was financed by Stannic and was paid monthly by a debit order deducted from Gillingham's salary. The vehicle was settled on 20 February 2007.

Silver VW Polo 2006 Model

This vehicle was purchased from Lindsay Saker Krugersdorp (LSK). The SIU spoke to Mr K van der Merwe⁴⁰, the Sales Manager at LSK, regarding the purchase of this vehicle. Van der Merwe handed over a number of documents to the SIU for examination. These were examined and the following established:

- The original offer to purchase document indicated the purchaser's details as Bosasa (Pty) Ltd. The offer to purchase showed the method of payment as cash and was dated 12 April 2004
- The vehicle was invoiced to Bosasa Operations to which the vehicle was delivered, the total purchase price being reflected as R123 269.28
- An extract of the dealer's bank account statement reflects the payment reference of *R Gillingh*, with the payment amount corresponding with the invoice above



³⁹ See affidavit of Mr Heyneke, attached as Annexure 26

⁴⁰ See affidavit of Mr van der Merwe, attached as Annexure 27

- A new delivery check sheet indicated the customer's name as Bosasa Operations (Pty) Ltd; the document was dated 18 April 2006 and the customer acknowledgement signature appeared to be that of Frans Vorster (**Vorster**)

The SIU also interviewed Ms M van der Schyff⁴¹, the salesperson responsible for the sale of the vehicle. She confirmed that she had been the salesperson responsible for the Bosasa account and that during April 2006 she was contacted by Vorster, Fleet Manager for Bosasa Operations, who placed the order for the Volkswagen Polo on behalf of Bosasa Operations.

According to Ms van der Schyff, Bosasa Operations usually financed their vehicles through Wesbank. However, for this particular transaction, the vehicle was paid for in cash via an electronic funds transfer (EFT), directly into the dealer's FNB bank account.

FNB was requested in terms of section 5(2)(b) of the Act to identify the source of the EFT payment into the LSK's dealership account. FNB was able to identify that the payment had been made from a Standard Bank account bearing account number 80530192.

Standard Bank was requested in terms of s 5(2)(b) of the Act to identify the account holder of account 80530192 and to provide the bank statements for this account. Standard Bank revealed that the account was held by Mr WD Mansell.

Van der Schyff further explained that the identity document of Ryan Albert Gillingham was supplied to her directly by Vorster for vehicle registration purposes. However, the vehicle was collected by Vorster and not R Gillingham.

According to eNaTIS⁴² records, this particular vehicle with licence number TMR507GP was registered in the name of Ryan Albert Gillingham (**R Gillingham**), ID 841024 5006 088. The SIU has established that R Gillingham is the natural son of Gillingham.

White VW Polo 2006 Model

Regarding the purchase of this vehicle, the SIU spoke to Mr M Thomas (**Thomas**)⁴³, General Manager of The Glen Volkswagen (**TGV**). Documentation contained in the client file for this particular transaction indicated that the purchase price was



⁴¹ See affidavit of Ms van der Schyff, Annexure 28

⁴² Electronic National Traffic Information System (eNaTIS)

⁴³ See affidavit of Mr M Thomas, attached as Annexure 29

R131 367.99. The payment was made directly into TGV's Standard Bank account, via EFT, on 21 December 2006.

A "Motivate Data Capture" document, contained in the client file, indicated that Megan Gillingham (**M Gillingham**) was the client. However, the email address of the client was reflected as andries@bosasa.com. This document also indicated that the method of finance was "Cash".

First National Bank (**FNB**) was requested in terms of section 5(2)(b) of the Act to identify the account holder responsible for the payment of R131 367.99 to TGV. FNB identified the account holder as Andries van Tonder (**van Tonder**)⁴⁴. Van Tonder's bank statements reflected a cheque deposit of R140 000 on 21 December 2006 – the same day on which the vehicle payment was made – from JG Smith's Nedbank account. As indicated above, the "Motor Data Capture" indicated the email address of the client as andries@bosasa.com.

According to eNatis records, this particular vehicle with licence number VLZ368 GP was registered in the name of M Gillingham, ID 870614 0016 084. M Gillingham is the natural daughter of Gillingham.

The investigation findings suggest that the vehicles purchased for Gillingham's children were acquired through financial assistance from Bosasa or individuals linked to Bosasa or its affiliate companies. The documentation and information gathered from interviews with the salespersons connected to the transactions relating to the sale of the vehicles suggested a direct relationship between the purchase of the vehicles, Bosasa and the subsequent registration of the vehicles in Gillingham's children's names.

Additional profiling of Ryan and Megan Gillingham indicated that at the time the vehicles were purchased, neither of them was employed and as such did not earn any form of substantial income. Their financial position would not have enabled them to afford these vehicles or obtain financing, let alone pay for the vehicles in cash.

Mercedes E Class E320 2007 Model

The eNatis report drawn for this vehicle indicated that it was purchased by Gillingham on 11 April 2007 from Constantia Kloof Motors (**CKM**) in Roodepoort.



⁴⁴ Van Tonder is an employee of Bosasa

According to information contained in the client file obtained from CKM, this particular vehicle was ordered for Vorster but then transferred to Gillingham. According to the sales executive, Mr C Barnard (**Barnard**) at CKM, Vorster could no longer afford to purchase the vehicle and requested that it be transferred to his business partner, Gillingham. Barnard further informed that the vehicle could only be transferred if it could be proved that there was a business partnership between the two parties concerned.

The client file indicated that proof of such a relationship was provided in the form of documentation in respect of Oak Ridge Trading 114 CC. The client file further indicated that the vehicle was ordered on 9 February 2007 but the close corporation was established on 16 March 2007. The business principals are registered as Vorster and Gillingham. The vehicle was transferred to Gillingham but it is clear that the close corporation was established merely as a means of facilitating this transfer.

Barnard further advised that no trade-in was used but that a payment of R180 000 was received with the reference *Gillingham*, into Sandown Motor Holdings' Nedbank account on 11 April 2007. This particular payment could not be traced to Gillingham, and as such Nedbank was requested in terms of section 5(2)(b) of the Act to provide the SIU with information pertaining to this transaction.

Nedbank was able to confirm that they had received a customer instruction to have the funds transferred. The instruction came from Mr C da CM Bonifacio (**Bonifacio**). Bonifacio's Nedbank statements indicate both the payment from and a deposit into his account for R180 000 on 11 April 2007. The source of this deposit was identified as a cheque for R180 000 paid from Bonifacio's FNB account. As such, FNB was requested in terms of section 5(2)(b) of the Act to provide the SIU with Bonifacio's bank statements and information pertaining to the origin of the R180 000 paid by Bonifacio.

FNB identified the source of the R180 000 deposit into Bonifacio's account as an EFT from Agrizzi's FNB account. FNB also provided the SIU with Agrizzi's account statements which revealed a R180 000 EFT transaction with the reference "Bosasa" made on 11 April 2007.

The investigation findings suggest that the vehicle purchased for Gillingham was acquired through financial assistance by Bosasa or individuals linked to Bosasa or its affiliate companies. The documentation and information gathered from interviews with the salespersons connected to this transaction related to the sale of the vehicle



suggest a direct relationship between the purchase of the vehicle, Bosasa, and the subsequent registration of the vehicle in Gillingham's name.

9.1.2 Cash and cheque deposits

Table 12 illustrates cash and cheque deposits received by Gillingham. The transactions relate to his ABSA cheque and credit card accounts. Each of the deposits is discussed individually.

Table 12: Suspicious cash and cheque deposits into ABSA account held by Gillingham

Date	Description	Reference	Cheque Acc	Credit Card
30 Aug 04	Deposit	Flora Centre	196 959.97	
12 Oct 04	Deposit	Key West	155 000.00	
5 Aug 05	Deposit	Chq. Bosman Str	22 685.60	
16 Aug 05	Deposit	Chq. Bosman Str	20 000.00	
18 Aug 05	Deposit	Cash Bosman Str	20 000.00	
19 Aug 05	Deposit	Cash Bosman Str	20 000.00	
20 Aug 05	Deposit	Cash Bosman Str	20 000.00	
25 Nov 05	Deposit	WDM	10 000.00	
07 Jul 06	Deposit	Cash ABSA Branches		10 000.00
20 Jul 06	Deposit	Cash ABSA Branches		18 000.00
24 Aug 06	Deposit	Cash ABSA Branches		20 000.00

- **30 August 2004:** Cheque for R196 959.97 deposited by JG Smith, used for purchase of Golf 5 on 1 September 2004.
- **12 October 2004:** Cheque for R155 000 deposited by JG Smith, used to pay deposit of R120 281 on Mercedes E270 on 13 October 2004.
- **5 August 2005:** Two cheques amounting to R22 685, one for R2 685 from MX Health and the other for R20 000 signed by WD Mansell and paid from the account of Grande Four Property Trust.
- **16 August 2005:** Cheque for R20 000, paid from the account of WD Mansell.
- **18–20 August 2005:** Three cash deposits of R20 000 each, amounting to R60 000, deposited by Gillingham. On 23 August 2005 a cheque for R66 000 was paid by Gillingham to a company called Sterlings Living. The back of the cheque contained the reference *Kitchen Deposit*. The relevance of the kitchen deposit will be dealt with in the discussion of the properties.



- **25 November 2005:** Cheque for R10 000 with reference *WDM*, the initials for William Daniel Mansell. This payment was traced in Mansell's bank statements, which contained the reference "Payment to POC Gillingham"
- **7 July–24 August:** Three cash deposits of R10 000, R18 000 and R20 000 were made on 7 July, 20 July and 24 August 2006, respectively, into Gillingham's credit card. In addition, overseas payments were reflected in Gillingham's credit card statements for the month of July 2006, suggesting he was abroad during that time.

9.1.3 Travel

The SIU established that M Gillingham, Gillingham's daughter, travelled to Europe on a school endorsed tour during 2005.

The Unit established that Mansell made a cheque payment of R16 410 in favour of Travel Showcase on 2 February 2005. The cheque for this amount bore the reference M Gillingham on the reverse side.

The SIU contacted Mr J Hohls, the owner of Travel Showcase SA who confirmed that a cheque payment of R16 410 was received as part of the tour fees organised by Travel Showcase for Megan Gillingham. He also confirmed that the drawer of this cheque was WD Mansell.

9.1.4 Rugby Season Tickets

The SIU searched Gillingham's residence in terms of section 6 of the Act. During this search, six Blue Bulls season tickets were found. These tickets all displayed the number 0503195.

The Blue Bulls Company who controls the sale of the tickets furnished the SIU with a season renewal document that reflected the number 0503195, as well as corresponding details of Mansell from Campo Distributors, with email address, DANNYMAN@IAFRICA.COM. This information had been replaced with Mansell from L&J Grainary, as a seasonal account holder, with the email address lisamansell@telkomsa.net. In addition, the updated information contained an identity number, 751027 5102 086, which belonged to Mansell's son, Jarrod. The email address was that of Jarrod Mansell's (**J Mansell**) wife, Lisa. J Mansell gave the instruction to have the names on the ticket changed from Campo Distributors to L&J Grainary.



A system printout from the Blue Bulls Company reflected hand written information indicating that the existing seats, printed as HBBM16–21 be kept, with a request for an additional nine seats to be added.

The tickets found in Gillingham's possession bore the reference HBBM 16–21. It appeared that these were the six tickets purchased in 2005.

From documentation obtained from the Blue Bulls Company, it was established that 15 tickets were purchased for R16 400, in respect of which R1 000 had been paid. The balance of R15 400 was paid by way of a cheque drawn on the Grande Four Property Trust account. There was also a sum of R2 000 that had been paid for parking. The parking was paid for by J Mansell by way of an EFT.

9.1.5 Properties

Erf 106 Midstream Estate

Gillingham purchased undeveloped land, namely, Erf 106 in Midstream Estate, Midrand. A mortgage bond in favour of ABSA for R 695 000 was registered over the property. The transfer fee of R52 027 was paid by means of a cash deposit into the transferring attorney's trust account. A copy of the deposit slip provided by ABSA reflected a signature purporting to be that of Gillingham's eldest son, Patrick Gillingham (P Gillingham).

Architectural Plans for Erf 106 Midstream Estate

A dwelling house was constructed on the property. The codes depicted on the plans for the dwelling and the bank statements and cashbooks of the architects who prepared the plans in respect of this property are listed and explained below:

- B91 = Code used for Bosasa as a client
- G43 = Code used for Mr Gillingham as a client
- G49 = Code used for Mr Gillingham (Jnr) as a client

From information gathered from HMZ Architects (HMZ) the Unit established that the standard cost for a draft plan was R9 131.40. This amount was paid into the HMZ account on 9 June 2005 with reference *Cheque deposit Bosasa Key West Ser 438*. The code B91 was written on the architects' bank statement by their accountants. On 10 June 2006, R41 075 was paid to the architects, with reference *Cheque deposit Bosasa Operations*.



Mr R Hoeksma (**Hoeksma**), owner of Riekele Construction was employed for the construction of Gillingham's dwelling on Erf 106, Midstream Estate, Midrand. Prior to being contracted to build Gillingham's home, Hoeksma had been a contracted builder for Bosasa.

Between 2004 and 2007, it was evident that approximately R30 million was paid to Riekele Construction by Bosasa; during this period, Gillingham's dwelling was constructed. There was no indication in Gillingham's bank account of any payments to Riekele Construction.

Imported Kitchen

Gillingham visited the showroom of Sterlings Living (SL) in Pretoria to have a kitchen, designed according to his requirements, fitted in his newly constructed Midstream Estate home.

As a means of preventing any breach of contract on the part of Gillingham, SL required a 50% deposit after the agreement was signed. In accordance with this provision, Gillingham paid R66 000 to SL by way of cheque on 20 August 2005.

This payment seemed to have been funded by the cash deposits for R60 000 made into Gillingham's account between 18 and 20 August 2005. The balance of the payments to SL were made as follows:

- **5 August 2005:** Cheque payment by Danny Mansell from the Grande Four account for R50 396.92.
- **16 November 2005:** Cheque payment from Danny Mansell from the Grande Four account for R53 500.
- **2 December 2005:** Cash payment of R1 600 at Sterlings Living.
- **10 January 2006:** Cash deposit into Sterlings Living account for R14 313.49, on completion of the job. This deposit was made at the Clearwater Mall in Roodepoort; the person who made the deposit was unknown.

Protea Aftree-Oord

R80 000 was paid to Booysen, Dreyer & Nolte Attorneys on 21 August 2006 to fund the purchase of a retirement home at Protea Aftree-Oord in Heuwelsig, for Gillingham. The payment of R80 000 was effected by way of an EFT, bearing the



reference *P Gillingham*. The document further reflected the name of *Danny Mansell*, a trustee of Grande Four Property Trust, as the person who made the payment.

Gillingham's bank account reflected payments for this property. The identity of the tenant occupying this property has yet to be established.

Erf 971 Midstream Estate

P Gillingham purchased vacant property, namely, Erf 971 Midstream Estate, for R645 000 in March 2006 and a bond of R300 000 was obtained through ABSA Bank. On 24 February 2006, Gillingham paid R350 000 into the account of Grande Four Property Trust, presumably as a contribution towards the purchase price. On 27 February 2006, Grande Four Property Trust paid R392 000 to LC Viljoen Attorney's Inc., presumably partly funded by the R350 000 paid in by Gillingham.

P Gillingham had plans drafted by HMZ in order to develop the vacant land. Between 30 August and 31 October 2006, Riekeley Construction paid various amounts totalling R50 589.12 for the drafting of the plans for this development after having received R61 164.42 on 29 August 2006 from L&J Civils, (a company owned by Jarrod and Lisa Mansell).

Before building could commence, P Gillingham sold the land for R720 000 and settled his bond with ABSA Bank. The profit from this sale was paid into an Investec bank account.

9.1.6 Private e-mail address

Gillingham, as discussed earlier, claimed that the email address, kobus@bfn.co.za, was his personal email address.

As also already discussed, the SIU established that this email address was one of many owned and paid for by Bosasa.

9.1.7 Documents seized during search, explaining some of benefits received by Gillingham

During a section 6 search conducted at Gillingham's residence, the SIU seized two documents.

The first document contained notations to the following effect:

"RH: Cost of Land R600,00.00; Building R1,200,000.00".

The RH presumably stands for Riaan Hoeksma.



"R500,000.00 pd GR4; R1,300,000,000.00 TO BE REPAID TO GR4".

GR4 presumably stands for Grande Four Property Trust with links to Mansell.

"MEGAN R135000-00 LOAN AVT".

AVT presumably stands for Andries van Tonder who was responsible for payment of the purchase price of R131 367.99 for the 2006 white Polo purchased for M Gillingham.

"RYAN R127,000-00 LOAN DM"

DM presumably stands for Danny Mansell, who was responsible for payment of the purchase price of R123 269.28 for the 2006 silver Polo purchased for R Gillingham.

"FRANS R180,000.00 LOAN FRANS"

Presumably Frans stands for Frans Vorster, Fleet Manager at Bosasa who initially placed the order for the Mercedes E320 2007 model subsequently taken over by Gillingham and in respect of which R180 000 was paid by EFT by Agrizzi.

The second document reflects the bank details for the Grande Four Property Trust and the amount of R350 000 suspected to be the details for the payment made by Gillingham to Grande Four. This amount was used to fund the amount paid to LC Viljoen attorneys for P Gillingham's land in Midstream Estate.

9.2 Findings in respect of benefits received by Gillingham

The evidence convincingly established that the purchase of the VW Golf 5; the silver VW Polo and the white VW Polo, together with the part payment of R120 281 on the Mercedes E 270 and the part payment of R180 000 on the Mercedes E320 for Gillingham and his family, were financed by Bosasa acting through the agency of various individuals and/or entities.

The evidence also firmly established that the overseas trip of M Gillingham, Gillingham's daughter, was financed by Bosasa acting through the agency of Mansell.

The evidence further firmly established that the six rugby season tickets found in the possession of Gillingham, were financed by Bosasa acting through the agency of Mansell.

The evidence also clearly established that Bosasa financed the development of a dwelling house for Gillingham on Erf 106 Midstream Estate, Midrand. In this regard, the evidence showed that the architects were paid R41 075 on 10 June 2006 by



Bosasa. The evidence further shows that between 2004 and 2007, R30 million was paid by Bosasa to Riekele Construction, the same construction company employed to construct the dwelling house on Erf 106. The building costs were approximately R1 200 000, due regard being had to the document found during the search and seizure operation at Gillingham's residence which had the annotation: "*RH: Cost of land R600 000; Building R1 200 000*". The fact that there was a cheque deposit on 16 August 2005 for R20 000 paid by Mansell and three cash payments of R20 000 each, between 18 and 20 August 2005, coupled with the fact that Gillingham paid R66 000 as a deposit on 20 August 2005 to SL for the imported kitchen, affirmed the involvement of Bosasa in the construction of Gillingham's dwelling on Erf 106.

Whilst the SIU could not establish the depositors of the cash payments into Gillingham's credit card account between 7 July and 24 August 2006, the SIU is satisfied that these payments were probably effected by Bosasa. On the available evidence, there is nothing to indicate the contrary.

The evidence also firmly established that R80 000 was paid by Mansell on 21 August 2006 to the transferring attorney's in respect of a retirement home for Gillingham. The SIU has little doubt that this payment was effected by Mansell acting through the Grande Four Property Trust on behalf of Bosasa.

The evidence revealed that Gillingham paid R350 000 to Grande Four Property Trust, as part payment for vacant property purchased by his son P Gillingham. The trust, after receiving this amount from Gillingham, paid R392 000 to the attorneys attending to the transfer of the property into P Gillingham's name. The evidence further shows that R61 164.42 was paid to HMZ for attending to the plans for the property, by L&J Civils, a company owned by Mansell's son, Jarod and his wife, Lisa. The close connection between Mansell and Bosasa leads to the conclusion that the contribution made towards the proposed development of P Gillingham's property, was in effect made by Bosasa.

The evidence also clearly establishes that Gillingham was using an email address, namely, Kobus@bfn.co.za paid for by Bosasa.

Given that the Bosasa Group of Companies were awarded large contracts, estimated in excess of R1.5 billion, and that Gillingham played an integral role in all of these contracts, the benefits acquired by Gillingham and his family, within the period these contracts were awarded, signifies the existence of an improper and corrupt relationship between Gillingham and the Bosasa Group of Companies.



9.3 Benefits received by Commissioner Mti

According to Ms M Zietsman (**Zietsman**), an architect, she met and was requested to compile plans for Commissioner Mti for a house to be built on Erf 61, situated in Savannah Hills Estate, Midrand. According to her, this house was to be built for Commissioner Mti. However, the SIU has established that the title deeds reflect the owner of this house as Autumn Storm Investments 119 (Pty) Ltd. The Unit was able to determine that this company belongs to Hoeksma. As earlier observed, between 2004 and 2007, Bosasa paid R30 million to Hoeksma's building construction company, Riekele Construction, for construction work.

Zietsman confirmed that the following payments were made for Commissioner Mti's plans:

- **22 October 2004:** a cheque deposit of R5 500 with the reference *Bosasa Operations*
- **10 December 2004:** a credit transfer payment of R58 361 with the reference *Bosasa*.

To date, the SIU has established that Commissioner Mti occupied the house built for him, built on Erf 61 Savannah Hills, Sagewood Ext 1.

The SIU has further established that Vorster, from Bosasa, placed an order for the purchase of a Volkswagen Toureg motor vehicle for Commissioner Mti, in September 2005. The SIU has further established that Commissioner Mti has since taken possession of this vehicle. The SIU has sought to obtain from the dealer, LSK who dealt with this transaction, further details as to the payment and or financing thereof, but the latter was unable to locate the client file. The SIU recently received a letter from attorneys BDK acting on behalf of Commissioner Mti, in which they offered to make available all the details regarding the purchase of this vehicle. As at the time of preparing this report, the SIU has not obtained such details.

9.4 Findings in respect of Commissioner Mti

The SIU is of the view that the house built by Riekele Construction was built for Commissioner Mti. This can be gathered from the fact that the plans were prepared for Commissioner Mti and that he has taken up occupation of the dwelling. The evidence clearly established that Bosasa effected payment of R5 500 and R58 361 to HMZ for the payment of plans in connection with the construction of the house for Commissioner Mti. The fact that Riekele Construction was previously engaged by Bosasa between 2004 and 2007 and was paid approximately R30 million during this



period for construction work, leads the SIU to conclude that the construction of this house was probably funded by Bosasa.

Whilst the SIU cannot, on the evidence to hand, say with certainty that the Tourag was funded by Bosasa, the fact that Vorster, who has a close connection with Bosasa, was involved in placing the order for this vehicle, in the absence of any evidence pointing to the contrary, raises the concern that Bosasa may have been involved in funding this vehicle, either wholly or in part.

The SIU has not been able to establish that Commissioner Mti gave any valuable consideration to Bosasa for any of the financial benefits received by him.

10 CONCLUSIONS

The SIU is satisfied that the normal procurement process was not followed by the DCS in the four tenders discussed in this report for the reasons advanced.

Given the fact that Gillingham and Commissioner Mti improperly received benefits from Bosasa, the fact that there was a close working relationship between Gillingham and Commissioner Mti leads the SIU to conclude that there was an improper and corrupt relationship between Gillingham, Commissioner Mti and the Bosasa Group of Companies.

In as much as there was an improper and corrupt relationship between Gillingham and Bosasa, the SIU is satisfied that the entire procurement process in each of the tenders was undermined to the extent that Bosasa and its affiliates were unduly and unfairly advantaged as against their competitors for an in respect of the various tenders.

On the evidence before it, the SIU is accordingly satisfied that the improper and corrupt relationship between Gillingham, Commissioner Mti and the Bosasa Group of Companies has seriously undermined the procurement process and exposed the DCS to civil suits by competitors who were unfairly treated.

