



**RESPONSE FROM
THE COMMISSION
DATED 21 FEBRUARY 2022
RE:
COMPLAINT BY
MR DDD VAN ROOYEN
ON PART I (VOL 1) OF THE
SCC'S REPORT**



**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

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1.

**RESPONSE TO
MR DDD VAN ROOYEN'S
COMPLAINT ABOUT
PART I OF THE
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CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

**RESPONSE TO MR DES VAN ROOYEN'S COMPLAINT ABOUT PART I OF THE
COMMISSION'S REPORT**

21 February 2022

Last week Mr Des Van Rooyen gave interviews to TV channels and newspapers in which he complained that in Part I of its Report the Commission made findings against him based on Dr Dahwa's evidence without having served him with a Rule 3.3. notice in regard to Dr Dahwa's evidence. To this end Mr Van Rooyen has demanded that the Commission should withdraw its findings against him that are based on Dr Dahwa's evidence.

The Commission's response to Mr Des Van Rooyen's complaint is simple and straightforward: Mr Des Van Rooyen was served with a Rule 3.3 notice in respect of Dr Dahwa's affidavit. The notice and Dr Dahwa's affidavit were emailed to Mr Van Rooyen's email address which he still uses as his email address. Attached to this statement are the Rule 3.3 notice and Dr Dahwa's affidavit as sent to Mr Des Van Rooyen at the relevant time. Mr Des Van Rooyen was served with a Rule 3.3. notice and he elected not to respond to the Rule 3.3 notice. The Commission has done nothing wrong.

Prof. Itumeleng Mosala

Issued by the Secretary of the Commission at the instance of the Chairperson

Media inquiries can be directed to Rev M Stemela.

MbuyiseloS@commissionsc.org.za

Mobile: 060 766 5093

2.

**Rule 3.3 Notice issued to
Mr DDD van Rooyen**



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**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,
 CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

NOTICE IN TERMS OF RULE 3.3

TO : MR DAVID DOUGLAS DES VAN ROOYEN
EMAIL : dddvanrooyen@gmail.com

IN TERMS OF RULE 3.3 OF THE RULES OF THE JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE (“THE COMMISSION”), YOU ARE HEREBY GIVEN NOTICE THAT:

- 1 The Commission’s Legal Team intends to present the evidence of Dr Masimba Phillip Dahwa (“Dr Dahwa”) at its hearing held at 4th Floor, Hill on Empire, 16 Empire Road, Parktown, Johannesburg. The presentation of Dr Dahwa’s evidence will commence on Friday, 28 June 2019, or so soon thereafter as his evidence may be heard. In the event of a change of date, it will be announced on the Commission’s website (www.sastatecapture.org.za) and in the media. The evidence in question implicates, or may implicate you in unlawful, illegal or improper conduct in the respects set out below.
- 2 Dr Dahwa’s affidavit, which implicates or may implicate you, is annexed hereto marked “A”.
- 3 The annexures to Dr Dahwa’s affidavit are annexed hereto marked “B”.

- 4 Dr Dahwa's affidavit implicates or may implicate you in the following respects:
- 4.1 At a meeting on 2 December 2015, with, amongst others, Dr Dahwa, you unlawfully demanded that companies to which you had connections be awarded the South African Airways SOC Limited tenders for security and IT procurement (**paragraphs 42, 43 and 44** of the affidavit).
- 4.2 At the same meeting, you demanded that a R19 million saving that was due to SAA under its contract with Amadeus, be paid directly your company (**paragraph 46** of the affidavit).
- 5 Due to the fact that you are implicated or may be implicated by the evidence of Dr Dahwa, you are entitled to attend the hearing at which that evidence is being presented. You are also entitled to be assisted by a legal representative of your choice when that evidence is presented. The full affidavit of Dr Dahwa will be uploaded on the Commission's website as soon as he concludes his evidence. The transcript will be uploaded daily.
- 6 If you wish to:
- 6.1 give evidence yourself;
- 6.2 call any witness to give evidence on your behalf; or
- 6.3 cross-examine the witness
- then you must apply, within fourteen (14) calendar days of this notice, in writing to the Commission for leave to do so.
- 7 An application referred to in paragraph 6 above must be submitted to the Secretary of the Commission. The application must be submitted with a statement from you in which you respond to the witness's statement in so far as it implicates you. The statement must identify what parts of the witness statement are disputed or denied and the grounds on which they are disputed or denied.

- 8 In the event that you believe that you have not been given a reasonable time from the issuance of this notice to the date on which the witness is to give evidence as set out above and you are prejudiced thereby, you may apply to the Commission in writing for such order as will ensure that you are not seriously prejudiced.
- 9 Please take note that even if you do not make an application under Rule 3.4:
- 9.1 in terms of Rule 3.10, the Chairperson may, at any time, direct you to respond in writing to the allegations against you or to answer (in writing) questions arising from the statement; and
- 9.2 in terms of Regulation 10(6) of the Regulations of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State GN 105 of 9 February 2018 published in Government Gazette 41436, as amended, the Chairperson may direct you to appear before the Commission to give evidence which has a bearing on a matter being investigated.
- 10 The witness affidavit provided to you is confidential. Your attention is drawn to Regulations 11(3) and 12(2)(c) governing the Commission, which make it a criminal offence for anyone to disseminate or publish, without the written permission of the Chairperson, any document (which includes witnesses' statements or affidavits) submitted to the Commission by any person in connection with the Commission's inquiry.
- 11 Any response, affidavit or statement in regard to this notice must be sent to Advocate André Lamprecht and Shannon van Vuuren at secretary@commissionsc.org.za.

DATED AT PARKTOWN ON THIS 7th DAY OF JUNE 2019



MR P PEDLAR
Acting Secretary
Judicial Commission of Inquiry into Allegations of
State Capture, Corruption and Fraud
in the Public Sector including Organs of State

3.

Annexure "A"
to the Rule 3.3 Notice issued to
Mr DDD van Rooyen

**IN THE JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

AFFIDAVIT

I, the undersigned,

MASIMBA PHILLIP DAHWA

do hereby make the following statements under oath:

1. I am an adult male with ID no. 731011 6055 183, residing at 20 Meath Road, Avondale, Harare, Zimbabwe.
2. The facts to which I depose are true and correct and are within my personal knowledge except where it is apparent from the context that they are not.

Qualifications and employment history with SAA

3. My qualifications are as follows:

LD

3.1 Doctor of Business Administration (Logistics) – University of Southern Queensland – Aust. (2011)

3.2 MBA in International Business Management – University of Kwazulu Natal (RSA) - (2005)

3.3 Post Graduate Diploma in Business Management – University of Natal (RSA) - (2003)

3.4 BA (Hons) in Business Studies – University of East London (UK) - (2002)

3.5 Graduate Diploma in Purchasing and Supply – CIPS (UK) - (1999)

4. I am a member of the following professional bodies:

- | | |
|--|--------------|
| 4.1 Chartered Fellow of Chartered Institute of Logistics & Transport | FCILT (UK) |
| 4.2 Chartered Fellow of Chartered Institute of Purchasing & Supply | FCIPS (UK) |
| 4.3 Fellow of Institute of Operations Management | IOM (UK) |
| 4.4 Specialist Fellow of Institute of Risk & Safety Management | SFIIRSM (UK) |
| 4.5 Fellow of Institute of Leadership & Management | FInstLM (UK) |

5. I have over 20 years of extensive experience in leading & directing large & leading organizations in procurement and supply chain management in the sectors of Aviation,

Handwritten signature

Banking & Finance, Insurance, Food & Beverage, Manufacturing, Warehousing, Inventory Management & Distribution, 3PL, Retail & Wholesale businesses i.e. across Africa and in Europe.

6. I joined South African Airways (SAA) in August 2014 and was appointed as the Chief Procurement Officer (CPO), initially under a three (3) month contract. My appointment was through a recruitment process.
7. Towards the end of the initial three (3) month contract period, my contract was extended a further six (6) months, after proving myself in terms of performance. I excelled in my position and even received an award after saving SAA approximately R211 million. This led to a further extension for two (2) years, which was supposed to end in 2017.
8. My duties as the Chief Procurement Officer (CPO) included providing leadership, vision, direction and structure to SAA's global procurement function to drive effective, efficient and value added procurement planning; sourcing and contract management aligned with the organization's Long Term Turnaround Strategies (LTTS), through developing and implementing overarching policies, procedures, systems, structures and frameworks for all supply chain related activities (which were very weak at my inception at SAA), and aligning SAA to the LTTS (Annexure MD1). The CPO role provided expert and authoritative advice to key stakeholders on all aspects of procurement strategy and practices to inform business planning and action; establishing and leading an organization wide procurement governance and risk management framework to monitor, manage and drive procurement performance, ensure that SAA achieved an effective balance between implementation of robust procurement governance frameworks to fulfill

legal, relevant regulatory policy and compliance obligations and ensure adherence to SCM policies and processes.

9. The SAA LTTS details how, over the years, SAA's performance has had the effect of eroding Shareholder capital as a result of an inefficient Business Model that is driven by high costs resulting in a history of poor performance. The LTTS insights confirm that SAA has an unsustainable high operating cost Business Model exacerbated by organisation specific weaknesses and inefficiencies which resulted in SAA performing poorly for an extended time. The key pillar to the organization turnaround revolves around improving good governance and accountability across business practices. Top of the principal problems facing SAA is that "procurement is not optimised, with SAA constantly paying too much for many goods and services". A greater focus on delivering cost and service efficiencies through the implementation of a re-focussed Procurement Strategy underpinned by good governance.

10. The LTTS key themes identified as the critical success factors to GSM (Global Supply Management) included Cost Compression, Strengthening of Procurement Governance, People Initiatives, Preferential Procurement Spend and Full SAP System Optimisation. GSM as custodian of the procurement process is strongly positioned to continue to strongly support the Group's Cost Compression initiatives, when new tenders are issued and contracts are re-negotiated and extended. To this effect GSM was tasked to review all contracts making up SAA's operating expenditure cost base, with the aim to renegotiate and achieve savings by looking at the cost drivers and identifying opportunities for saving. Review all specifications / scope of works to eliminate redundant / non-value added functionalities in order to further reduce costs; Implementation of Group-wide cost saving targets against all discretionary procurement

budgets; An essential part of the Procurement Strategy is the implementation of an improved Procurement Governance framework to ensure that GSM is fully compliant with the Public Finance management Act (PFMA) and other legislation. GSM will be vigilant in maintaining compliance, through the vigorous implementation of controls within the tender processes and the training of GSM and other SAA staff on the (SCM), (PFMA), Preferential Procurement Policy Framework Act (PPPFA) and other applicable procurement legislations. Ensure that relevant governance structures are updated on new developments in legislation on an on-going basis". Despite the LTTS having been rolled out in 2013, most of the milestones for GSM were not implemented until when I joined SAA.

11. In terms of my line manager, I reported to the Chief Financial Officer (CFO), who, at that time, was Mr Wolf Meyer.

12. In my endeavors to clean up, I did come across many shortfalls in systems. For example, there was not even a lockable tender receiving box in place. Tenders were received, being handed to a designated procurement lead person. Another example, is that the existing contracts with suppliers were just kept in individuals drawers and not filed away under lock and key with accountable processes for safeguarding these official documents. Equally most of the procurements done where delivered on the basis of Letter of Award with no signed contracts. Both the procurement and contracting practices were weak and exposed the organization to major risks. Countless effort was made to police and the situation through strengthening of GSM Unit Governance Structure and general practices.

13. There were instances where forensic audits and/or investigations were conducted and it was found that there would be documents missing when requested or sought. So I ensured that measures were put in place to minimize or circumvent risks where ever possible. Also, there were instances tender documents were handed in after close of bids and there were no proper auditable processes for receipt of bid documents.
14. I attempted to put processes and policies in place, many of which were presented to the SAA Board of Directors and approved. An example of this is the board Resolution dated 27 March 2015, where approval on some of these processes and policies was granted. The board was expected to play a fiduciary role in ensuring that the procurement function complied with supply chain function policies and procedures enshrined in the organization's supply chain management policy document, SAA Delegation of Authority (DOA), various regulations stipulated by the National Treasury from time to time.
15. Proper procurement processes and practices must align to Section 217(1) of the Constitution provides that "When an organ of state in the national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods or services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective." Section 217(2) allows a preferential procurement system, and Section 217(3) empowers and compels the parliament to enact a national legislation that must prescribe a framework within which a preferential procurement system must be implemented. The PPPFA and Regulations under it, and B-BBEE Act are the National legislation envisaged by section 217(3). All organs of state, as defined in 239 of the Constitution, must comply with Section 217. To ensure fair, equitable, transparent, competitive and cost-effective procurement practices the following structure is required: Credible Tender Committees namely the (Bid

Specification Committee – BSC, Bid Evaluation Committee – BEC, Bid Adjudication Committee – BAC) and the appointment of committee members should be objective. Attached is a copy of the request I prepared in March 2015 for Board approval of changes to strengthen the SAA procurement governance structure. This is **ANNEXURE MD2**. The concept of separation of duties during a procurement process ensures proper checks and balances and an effective self-regulated system for ensuring a fair, equitable, transparent, competitive and cost effective procurement function. It is critical that each procurement required is treated as a project with a robust Procurement Project Plan and a timetable to be adhered to. Attached as **ANNEXURE MD3** is a copy of this plan at the relevant time.

16. Mr Lester Peter was also recruited at the same time as I was appointed. His position was Contracts Negotiator at SAA. He should have fallen under procurement in the GSM Department, but ended up at the Legal Department. He was however eventually moved to the contracts division and filled the newly created position of Contracts Manager under GSM.

17. Mr Lester Peter worked closely with Ms Kwinana. Despite the organizational structure, in which he was my subordinate (see the organogram attached as **ANNEUXRE MD4**), Ms Kwinana regularly engaged him on procurement matters that ought to have been directed to me. This tended to coincide with my push-back when she demanded certain Board resolutions be implemented without more. His actions resulted in my authority being undermined. After I left SAA, Mr Peter became Acting-CPO.

18. Mr Lester Peter also worked closely with Mr Thami Sogwazile who worked as SAA Commodity Manager responsible for Jet Fuel procurement. Mr Sogwazile reported

directly to Board Chair, Ms Myeni, and to Ms Kwinana, on occasion, without my knowledge and approval. This also undermines my role as the Chief Procurement Officer because he ought to have reported to me and not directly to the Board members.

19. At one point, I recall reporting Mr Sogwazile's disregard for the chain of command to the Chief Finance Officer, Mr Meyer. This is reflected in the email train attached as **ANNEXURE MD5**.

20. I also recall that, early in 2015, I sent Ms Fikile Thabathe, SAA Head: Legal, an email with a list of contracts that were awarded but had not been finalized (I think many of these may have been part of the forensic report later, where it was reported that many contracts were unsigned). A copy of the email and list of contracts is **ANNEXURE MD6**

Setting aside of 30% of contracts for BEE entities

21. From early 2015, the board members, and particularly the Chair and Ms Kwinana, indicated that they were trying to align SAA to President Zuma's State of the Nation Address (SONA) in February 2015.

22. In the SONA, President Zuma said that "Government will set aside 30% of appropriate categories of State procurement for purchasing from SMMEs, cooperatives, as well as township and rural enterprises". There was, as I recall it, no mention in the SONA of how this would be implemented at the time, nor any reference to military veterans (who were later included in many of the Board's resolutions).

23. SAA was very committed to the transformation processes and implementing the processes. At the time Mr Thapelo Lehasa, an employee of SAA, dealt with the implementation of the transformation policy. His position was Head of Transformation.

24. At that time, I recall that there were certain contracts in place at SAA, which were nearing their time of expiry. I recall that during July 2015, Ms Kwinana requested a list from me of expiring contracts in various areas of the business. I was asked to populate tables for each of these areas indicating who the service provider was, when the contract was expiring, and what the BEE status / black ownership was of the service provider. A copy of this email exchange is attached as ANNEXURE MD7.

25. The following tenders about to be re-tendered by SAA as these were awarded around 1 July 2013 and expiring around 30 June 2018:

25.1 The tender award to Securitas for Airport Security Services (they were awarded a further contract)

25.2 The tender award to Swissport SA with a value of R1 219 030 016.00 (there were some issues surrounding this contract and the award), and also included:

25.3 The tender award to Swissport SA for PAU and wheelchair valued for R131 766 184

25.4 The tender award to Swissport SA for Document Verification R20 674 827

25.5 The tender award to Bidair for Bussing services valued for R81 353 793.00

Board pressure and interference relating to procurement and 30% set aside for BEE

26. With regards the above matter, I continually tried to adhere to SAA aligned procurement policies and legislation. This was not always easy. I received much interference and intimidation, and in particular, from the chair, Ms D Myeni, and more so, from Ms Kwinana. Their intimidation was purely to subdue me into submitting to appointment of certain service providers.
27. The chair and Ms Kwinana, as a members of the board, had been appointed to serve on the board and mandated according to the board regulations. Ms Kwinana, in particular, was constantly dealing with and interfering in operational issues and appointments of service providers.
28. On one occasion, even the CFO, Mr Meyer, wrote to her and requested her to leave the operational issues to the SAA executives and their mandated role players, and for her to remain with her related board mandated duties. Mr Meyer also alludes to the instructions by National Treasury regarding the 30% set aside. A copy of the trail of correspondence on this email, is attached as per ANNEXURE MD8. As can be seen, Ms Kwinana was very defiant with her response in red. This was the nature of her character in all aspects.
29. Comments from the Chair were always publicly thrown into "insinuations" that I would carry out whatever she was promising them. For example, when we conducted the inaugural engagement summit, the Chair was addressing the attendees publicly, when she referred to me. She stated I was "the acting CPO, and if I did not do things as per instruction, then I would not be appointed permanently."

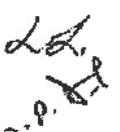
30. On 2 October 2015, Ms Kwinana and the Chair kept me at the office after normal working hours, where they instructed me to sign the letters of award (LOA) to Swissport and Engen. The Company Secretary, Ms Ruth Kibuuka, was also there for part of the meeting and took minutes of the meeting. The head of Legal, Ms Ursula Fikelepi, was also at the meeting.
31. Amongst others, Swissport and Engen were two of the companies that the SAA Board had identified with contracts ready for renewal which were approached to set aside 30% of their contract value to BBB-EE entities.
32. They instructed me to not leave the office until the LOA's were done for both. I was not willing to do so. I was concerned that the whole 30% set aside process was not lawful and I was also concerned about the process that had been used to identify the beneficiaries of the 30% were not regular or in accordance with proper procurement. I raised this specific concern with the Head of Legal. I asked her how I was going to be able to justify appointing pre-selected entity without having gone out on open tender to procure the most cost-effective service provider for SAA.
33. I remember on that occasion, even the acting HR manager (I cannot recall her name, but she was an Indian lady acting in Ms Mpshe's role) was also facing the same threats as I was. She was being forced to attend to something on the HR side. I recall Ms Mpshe was also around the office at that time. I tried all tactics possible to evade signing the LOAs. I eventually informed them that there was some information pertaining to the matters that I required from other role players, and they were not available. They kept trying to pressure me to sign. I eventually told them that I could not sign them because it was against my conscience.

34. Ms Myeni also stated that the EFF (the Economic Freedom Fighters political party) were marching to SAA on the Monday and the chair stated the EFF wanted all the Zimbabweans out of SAA. I feared for my safety, to the extent that I did not go to work on that Monday that the EFF marched (see my email to Mr Meyer dated 5 October 2015 and attached as ANNEXURE MD9).

35. The chair and Ms Kwinana often made comments about me being a Zimbabwean.

36. On 12 October 2015, Ms Kwinana sent an email with a letter of complaint attached. The complaint letter was dated 9 October 2015. The email and letter were addressed to the Chair, regarding my alleged insubordination of the Board instructions. The letter also makes reference to the fact that I "do not share the agony of the people of South Africa, who have emerged from centuries of economic deprivation". She also referred to me as "essentially biting the hand that feeds him." The Chair also, in speaking to me on an occasion, mentioned that there was no person in Zimbabwe that held a similar position to what I had in South Africa.

37. The email and letter are attached as ANNEXURE MD10. The allegations in this letter are unfounded, as I was merely trying to do my job "by the book." I responded via email to the complaint letter on 16 October 2015 via my line manager, Mr Meyer. The email is attached as ANNEXURE MD11. I set out my detailed answers to the allegations against me and I also raised my concerns about how I had been treated and the pressure that was applied on me. I copied the Acting CEO, Ms Mpshe on the email as well, as I had witnessed similar pressure being applied to her too.



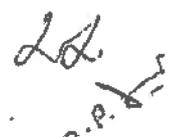
Meeting with Mr Des van Rooyen

38. On 2 December 2015, I was contacted by Mr Thapelo Lehasa, the Head of Transformation at SAA. He informed me, through my PA, that the Director General: uMkhonto we Sizwe Veterans Association (MKVA), Mr Des van Rooyen, was already waiting for me in a meeting room and wanted a meeting with myself as the CPO, himself as Head of Transformation and Mr Sogwazile, the Commodity Manager at the time. He requested through my PA that I come to his office as Mr van Rooyen wanted to meet with me. I was not briefed regarding the purpose of the meeting.

39. On my arrival, I found Mr Lehasa and Mr Sogwazile from SAA, with Mr van Rooyen (and an unknown tall gentlemen with a cap, also from MKVA). Mr van Rooyen introduced himself and handed me his card. I was surprised that Mr Sogwazile was at the meeting. He was my subordinate in terms of company structure and it did not make sense to me why he was there.

40. Mr van Rooyen addressed me, saying he was very angry. He stated that I had not responded to his emails. I was confused, as I had not seen any emails from Mr van Rooyen, and informed him as such. Mr Lehasa then stated he would forward the emails on to me, meaning that he had obviously already received copies of these emails spoken of.

41. When he did forward the emails on, I noticed that my name had been misspelt. This is probably why I had not received the original emails. Attached as ANNEUXRE MD12, are some of the emails. These emails show that my address had been incorrectly entered on some the emails reflecting company profiles. My surname was spelt "dawa" instead of



"dahwa". In addition, the emails refer to a meeting between Mr Desmond van Rooyen, the representatives of the Department of Defence, and SAA senior leadership that occurred in late 2015.

42. Mr van Rooyen then stated that he was there to see me regarding SAA as I had not responded to his emails. He then stated that he wanted to be awarded the tenders for security and for the Amadeus procurement. He wanted the security contract to be awarded to a company known as Mofoko Security Patrols. I advised him that there was no current tender for security services since the one I knew of had already been awarded to another company, and besides I did not even remember Mafoko Security Patrols participating in that tender. On the same day of the meeting, the details of the company were forwarded to me by Ms Lyndy Henderson. The email is attached as ANNEXURE MD13).

43. He then stated it was the security contract for Airport Security Services. This tender had already been finalized and awarded to Reshebile Aviation and Protection Services (Pty). Their letter of award had been sent to them. It is attached as ANNEXURE MD14. I then informed Mr van Rooyen that it had already been awarded, and so it was impossible to award it to anyone else at that time.

44. Mr van Rooyen then stated that he should also be awarded the tender for Amadeus to a company, Cristatus Investments and Information Technology Solution, as the BEE partner to Amadeus. The company letter of interest was also forwarded to me on 2 December 2015. A copy of the email is attached as ANNEXURE MD15.

45. The background to the Amadeus contract is as follows:

45.1 Amadeus is the internet web based programme that facilitates the SAA flight bookings.

45.2 Renegotiation of the Amadeus contract was in line with the airline Long-term Turnaround Strategy. Part of the renegotiation process was to try obtain some savings from the contract. I had various engagements with Mr Phinda Ncala, Information Technology (IT) Manager for SAA, to try identify areas for savings. SAA finally managed to secure a savings of approximately R19 million in the negotiations with Amadeus.

45.3 I was informed at some stage, by one of the Amadeus employees (I think it was Mr Neville Kelly) that they had been approached by someone and informed that Amadeus was to have a BEE partner, and that their company was the company to partner with. He did not want to supply me any further details, and I did not make any further enquiries. I do not think he wanted to divulge any further information for some reason, perhaps just due to confidentiality reasons.

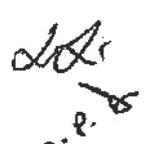
45.4 The correspondence with Amadeus also entailed emails and meetings back and forth. Although Amadeus was part of the LTTS, it was also approached as part of the attempt to set aside 30% for a BEE partnership.

45.5 In subsequent negotiations, Amadeus agreed to the 30% set aside for the National Industrial Participation Programme (NIPP) as indicated by their letter of approval dated 19 November 2015, signed by Ms Julia Sattel, on behalf of Amadeus. A copy of the letter is attached as ANNEXURE MD16.

45.6 At first, the contract renegotiation with Amadeus emanated from the GSM implementing the LTTS recommendation that all major contracts be renegotiated. At the time, we sought Board approval for a R19 million savings per annum. But then, on 26 August 2015, the Board instructed that the realized savings of the amount of R19 million per annum be channeled towards development of a BEE Partner in addition to the 30% set aside. They indicated that the savings "should be utilized for enterprise development and or any other equity contribution which may be required from the successful BEE company". A copy of the Board resolution is attached as ANNEXURE MD17.

45.7 On 4 September 2015, Pierre-Louis Chouette, of Amadeus agreed to the terms of the Board resolution and the utilization of the savings for the BEE company. A copy of this email is attached as ANNEXURE MD18.

45.8 There were many problems with the issue of the 30% set aside that Board wanted to implement. In the context of the Amadeus contract, the Board resolution envisaged a situation where Amadeus would write a R19 million cash cheque in favour of the appointed BEE Partner as opposed to SAA. In my view, this was so wrong and, in a way, practically impossible and unlawful. I remember vividly presenting on this in one Board meeting. I was invited together with Mr Phinda Ncala the SAA Chief Information Officer trying to explain the difficulties of requesting Amadeus to issue a payment to a BEE Partner as firstly there was not such a company and secondly executing of such instructions was outside of the Supply Chain Policy. There was also no National Treasury guiding principle to that effect at the time. Despite explaining these difficulties to the Board, the Chair and Ms Kwinana perceived it as being insubordinate.



46. Mr van Rooyen raised the issue of R19 million savings that we had negotiated with Amadeus. This was not information that was publicly available at the time. So it surprised me that he knew of this figure. He wanted the R19 million to be paid directly to his company. I explained to him that R19 million was saving to SAA and so could not be directed to him. I also told him that I was not responsible for payments and that that responsibility lay with Finance.

47. The aspects of this meeting were of concern to me. Mr van Rooyen knew all the details of these tenders, and the internal plans and discussions by SAA, including board resolutions that were not yet public knowledge.

Tender Award Cancellation for LSG Skychef

48. An open tender process was followed for catering services and the winning bidder was LSG Skychef. Air Chefs, SAA's catering subsidiary participated in the tender but their bid was not successful following the adjudication process. A letter of award was issued to LSG on 21 August 2015 in line with the standard practice. A copy of this letter of award is attached as ANNEXTURE MD19.

49. On 2 September 2015, during a parliamentary presentation, Ms Myeni diverted the attention of the house by suggesting that the SAA executives awarded a catering contract to a foreign company "implying that South Africans cannot cook". This statement in my opinion was out of context especially given that a proper procurement process was followed in line with the SCM policy and other regulations. The comments raised about LSG Skychef lacked appreciation of the fact that SAA was more than a

national carrier but also a global airline that required global supply network for various goods and services.

50. Once we returned to head office, the Board then passed a resolution to cancel the tender to LSG, and award it to Air Chefs. The letter informing LSG that their award had been retracted was then sent on 6 October 2015. A copy is attached as ANNEXURE DM20. I was concerned at the time that this retraction was going to open SAA to risk (such as repercussions by LSG legally taking SAA to task, bringing the airline into disrepute, etc.). Air Chefs was then given a letter of award for the contract.

51. I have since learnt that there is currently court litigation between SAA and LSG (ANNEXURE DM21)

Suspension notice

52. On 3 December 2015, (the day after my meeting with Mr van Rooyen), I was called to attend a meeting. When I arrived, I did not feel comfortable, and suspected there was something going to happen. I saw that the Chair, and Mr Musa Zwane were standing at the Airways Park 6th floor reception and they left as I appeared at the lifts. Then another lady greeted and introduced herself to me as the new Acting CFO, Ms Phumeza Nhantsi. She was with another gentleman who introduced himself as Mr Mbuleli Kolisi, an attorney from BMK Attorneys.

53. Ms Nhantsi asked me to kindly follow her to a 6th floor meeting room and when I entered the room she immediately excused herself and came back in no time, holding some papers and took charge of the meeting and informed me that SAA was not happy with

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the manner I had been conducting my duties. She then informed me that they had prepared a suspension notice, with special leave, as there was an investigation being carried out in GSM and on me. She also said that this suspension notice was pending a disciplinary hearing. She then handed me the notice, where I signed acknowledgement of receipt. Ms Nhantsi also signed, as did Mr Mbuleli Mukolisi, the attorney, who was present throughout the meeting. A copy of the served document is attached as ANNEXURE DM22. I have noticed the sequence in the notice follows the same sequence as Ms Kwinana's previous letter of complaint. To my surprise there was no one from SAA Human Resources Department at the meeting as stipulated in the Management Staff Policy guide.

54. Within a week, on 9 December 2015, Mr van Rooyen was appointed as Minister of Finance. This was very troubling to me because I realized how far these attempts in procurement issues reached. As a result, I informed Ms Nhantsi that I wanted to return to Zimbabwe as I feared for my safety, and that I would return if needed for any disciplinary proceedings.

55. Numerous unwarranted charges were levelled against me. I responded to the allegations and my response is recorded in a letter to the Acting CFO, dated 11 December 2015. In summary, I disputed the allegations against me and set out in detail why they were unfounded. A copy of this letter is attached as per ANNEXURE DM23.

56. A disciplinary process followed in which I was unable to attend on one of the days because of ill health and provided a doctor's certificate. SAA refused a postponement and proceeded with the disciplinary process, in my absence, and it was concluded on the basis that I should be disciplined.

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57. I briefed lawyers to challenge the dismissal by approaching the Commission for Conciliation, Mediation and Arbitration (CCMA). In preparation for that challenge, my attorneys wrote to SAA asking for an opportunity to consult with certain individuals, including Mr Desmond van Rooyen. A copy of the letter is attached as ANNEXURE MD24.

58. After SAA had received my attorney's letter, they contacted me to settle the case. By this stage, the process had been delayed for some time. I was very keen to move on and so I accepted the settlement. I just wanted get on with my life.

My personal circumstances

59. I applied for the position of CPO with SAA through a recruitment agency and went through the interview processes. I took this position above other offers, thinking I would be in a position to add value to SAA, and in the process also be able to have this as an advantage to my future career in many ways.

60. I feel I accomplished much at SAA, but the resistance I experienced by management, when I wanted to do things correctly resulted in me being victimized and exorcised, eventually ending my career. Since leaving SAA, I have been unemployed and unable to obtain any employment offers. The debacle has left my family very strained, and our financial circumstances in turmoil.

61. I am of the opinion that by attending to my duties in a manner where I showed no fear or favor to any, and working in a transparent manner, has been to my detriment, and still is to my detriment today. I feel there is no justice in the circumstances, where the "villain"

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has continued unscathed at the end of the day, and I as the upright citizen trying to do good for all of the nation, is now destitute and incapacitated.

62. I personally feel that I am a victim of Mr Des Van Rooyen because of my stance against unlawfully awarding of any Security Services contracts to Mafoko Security Patrols and the associated Amadeus development contract to Cristatus Investments.

63. Ms Nhantsi must also have been instructed to dismiss me as she had never worked with me. She was not in a position to have leveled any charges against me, as she had only been in the position for one or two days. She could only have been instructed to implement these charges against me, which she must have done without applying her mind and familiarizing herself with my capabilities and the motivation for such an instruction. I attach as ANNEXURE MD25, the Disciplinary Code and Procedure for SAA Management Employees, which details the processes that ought to have been followed. I am of the opinion that SAA's due processes for my suspension, disciplinary hearing, and dismissal were flouted, just so I could be removed to allow continued unlawful processes in procurement at SAA.

M. P. [Signature]
DEPONENT

I hereby certify that the deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn to before me, Commissioner of Oaths, at Harare on this the 03 day of June 2019 the regulations contained in Government Notice No R1258 of 21 July 1972, as amended, and Government Notice No R1648 of 19 August 1977, as amended, having been complied with

[Signature]
COMMISSIONER OF OATHS

FULL NAMES: Livhuwani Ravele
ADDRESS: 7 Elcombe Road, Belgaville, Harare
EX OFFICIO: 1st Secretary: Administration

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL DOCUMENT AND THAT THERE IS NO INDICATION THAT ALTERATIONS HAVE BEEN MADE THERETO BY AN UNAUTHORIZED PERSON.

03/06/19 [Signature]
COMMISSIONER OF OATHS

[Handwritten mark]